

AGREEMENT

**SEATTLE COLLEGES
DISTRICT VI
BOARD OF TRUSTEES**



SEATTLE COLLEGES

North · Central · South

And

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



Seattle Local 1789

**AFT, AFT WA AFL-CIO
June 30, 2020 – June 30, 2023**

AMERICAN FEDERATION OF TEACHERS
SEATTLE COMMUNITY COLLEGES

Local 1789

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AGREEMENT
between

SEATTLE COLLEGES DISTRICT VI
BOARD OF TRUSTEES

and

AMERICAN FEDERATION OF TEACHERS
SEATTLE COMMUNITY COLLEGES

Local 1789

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

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PREAMBLE

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

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

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

ARTICLE 1 -- RECOGNITION

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

ARTICLE 2 -- UNION RIGHTS

2.1 Faculty Union Membership. All faculty, both full-time and part time, are represented by AFT Seattle Community Colleges Local 1789. Upon employment, faculty will be informed of the opportunity to become a member of AFT Seattle. Membership will be established by completing a membership application and submitting it to AFT Seattle. The application will authorize the deduction of dues through Payroll/HR, and the remittance of those dues to AFT Seattle, as allowed by current law. The District shall provide payroll deduction of contributions to political action committees, upon written authorization by the faculty member to AFT Seattle and SCD, as allowed by law. Such deductions shall be remitted to the authorized AFT representative within five (5) working days of the issuance of payroll checks.

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

AFT Seattle exerts its right to maintenance of membership for managing membership records, dues revenue, and payments to our affiliates. To that end, when a member recommitments to AFT Seattle Local 1789, they agree that their membership shall be irrevocable for a period of one year from the date of signature or until the expiration date of the collective bargaining agreement between the employer and the union, whichever occurs sooner, and for year to year thereafter unless they give the employer and the union written notice of revocation of membership not less than ten (10) days and not more than twenty-five (25) days before the end of the annual period beginning with the date of their signature on the recommitment form. The recommitment form supersedes any prior payroll authorization card previously signed by the member. The authorization of membership and dues deduction, and the continuation of such authorization from one year to the next, is voluntary and not a condition of employment.

New Employees will have the opportunity to attend a paid orientation, AFT Seattle shall have "reasonable access" to new

faculty employees for no less than thirty (30) minutes, either through group orientation sessions or with individuals, within forty-five (45) days of the employee's start date. (HB 6629, effective June 7, 2018)

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

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

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

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

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

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

College facilities will be borne by the AFT. Such incremental costs will be estimated prior to the use of facilities.

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

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

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

- A. During Fall, Winter, and Spring Quarters, the AFT president will receive 100% released time;
- B. During Summer Quarter, the AFT president will receive compensation at the rate of his/her daily pro-rated salary (based on 172 days) for the number of instructional days in Summer Quarter.
- C. At the request of the AFT, and with approval of the Unit Administrator, the Campus Senate Presidents and the President for Part-time Faculty, may be assigned a teaching workload of ten (10) contact hours per week, with released time for the balance of their regular assignment. The full replacement cost will be paid by the AFT, provided that qualified replacements can be found and hired according to relevant language in Article 6.5 or Article 4.3 of the Agreement. Teaching workload may be averaged over the regular college year, if necessitated by the course load available.

A contract outlining released time and replacement provision will be developed and signed by AFT Seattle and the affected Unit Administrator. The contract will include the replacement faculty name and estimated cost to AFT Seattle.

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

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

ARTICLE 3 -- DISTRICT/AFT RELATIONS

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

3.2 Collective Bargaining Obligation. The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the President of the Union of these changes in writing. The written notice shall include: A description of the intended change, including information relevant to the change and date of when the employer intends to make the change.

Within ten (10) calendar days of receipt of the written notice, AFT may request negotiations on the impact over the changes. If known at the time of filing, AFT will identify any impacts and other subjects for negotiations. However, AFT may identify impacts and other topics of concern at any time in the process.

In the event AFT does not request negotiations within ten (10) calendar days of receipt of the notice, SCD may implement the changes without further negotiations unless both parties agree in writing to extend the time. Decisions that may impact programs and departments outside of the Unit Administrator's control require notice and a process to provide input to impacted parties prior to implementing any proposed changes.

3.3 Agreement Management Committee. The District and the AFT agree to form an Agreement Management Committee for the purposes of reviewing the administration of this Agreement or of Board policies affecting faculty working conditions and attempting to resolve problems that may arise. The committee will meet at least once at the beginning of each Fall Quarter to determine if there are issues it needs to discuss during the year. If so, a regular series of

meetings will be scheduled at mutually agreed upon places, dates, and times. If other issues arise during the year, meetings will be scheduled on an as-needed basis. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this Agreement. Neither party shall have any control over the selection of representatives of the other party, provided, however, that neither party shall have more than five (5) representatives at such meetings. It is further agreed that nothing in this Article shall be construed to obligate either party to modify, limit, restrict, or reduce its rights or prerogatives as outlined elsewhere in this Agreement.

ARTICLE 4 -- SALARY AND RATES OF PAY

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

- A. "Regular college year" shall mean Fall, Winter and Spring Quarters as defined in the District instructional calendar and shall exclude Summer Quarter.
- B. "Full-time faculty" are those who are assigned 100% of a full normal weekly workload in their discipline, division, or department for a minimum of eight (8) weeks, or for a shorter period when the assignment equals that of a full quarterly load, in a quarter during the regular college year. Faculty in this category are paid according to the full-time salary schedule, as set forth in Appendix A of this Agreement, except during Summer Quarter or for part-time assignments in excess of a full load (moonlighting). Payment for Summer Quarter where such assignments are supplemental for full-time faculty shall be governed by Section 4.8 below.

For the regular college year after full-time faculty and priority-hire faculty have their course loads assigned, the remaining classes will be assigned by the Unit Administrator as part-time assignments based upon program needs, and the ability to achieve the goals, objectives, and mission of the college. In programs that exceed fifteen (15) weekly contact hours, a Unit Administrator may require full-time faculty to teach up to the listed contact hours (see Article 11.3). If the Unit Administrator does not exercise this option, full-time faculty within the program will have first right of refusal to teach up to the listed contact hours prior to giving the assignment to other faculty.

- 1. Subject to the conditions set forth in 4.1 B. 1 above, after full-time faculty and PHL-faculty are assigned their loads, full-time faculty members who are meeting their

professional responsibilities per Article 6.8, at the discretion of the Unit Administrator, may be given the opportunity for moonlight assignments in their division based on program needs, instructional effectiveness, the ability of faculty members to perform their professional obligations, etc.

2. Moonlight instructors shall be expected to be available for student consultation (on an appointment basis) for the moonlight class in addition to regularly scheduled office hours.
 3. The Unit Administrator, with the approval of the Vice-President for Instruction, may permit full-time faculty to teach moonlight assignments in excess of 150% of workload per quarter, if there are no part-time faculty who have taught during the previous three quarters, and are available, and are qualified to teach the class as determined by the Unit Administrator.
 4. AFT Seattle will receive a quarterly report listing moonlighting assignments by the 15th day of each regular college quarter.
- C. "Part-time faculty" are those who do not meet the criteria for full-time faculty. Faculty in this category are paid in accordance with Appendix B or pro-rata part-time.
- D. "Pro-rata part-time faculty" are those who are assigned more than two-thirds (2/3) but less than 100% of the normal weekly workload of their discipline, division, or department for a minimum of eight (8) weeks in a quarter during the regular college year. The following exceptions apply to this pro-rata threshold for assignments based on a lab/lecture mix of fifteen (15) to eighteen (18) hour loads; the threshold shall be more than 78%. For Intensive English Programs and Basic and Transitional Studies, the pro-rata threshold shall be more than 80%. The assignment may include non-instructional duties. Faculty in this category are paid according to the full-time salary schedule prorated at the percentage of a full-time load they are assigned, except during Summer Quarter. (For Summer Quarter, see Article 4.8.e.) When calculating "pro-rata" percentage, a program's "Contact Hours" (as set forth in Article 11.3) shall be used.
- E. Lab/Lecture Mix: To allow part-time faculty assigned a lab/lecture mix the opportunity to also accept a lecture class, the workload eligibility for pro-rata pay will be 78% under the

following conditions:

1. The workload for the lab/lecture course mix shall not exceed 18 Contact Hours, as set forth in Article 11.3.
 2. The workload for the lecture course shall not exceed 15 Contact Hours, as set forth in Article 11.3.
- F. "Lecturers" are faculty with outstanding knowledge or skills who may be hired for a limited, specialized purpose on either a full-time or part-time basis. This classification is intended to provide for unusual circumstances and to accommodate unique skills. Normally, the number of Lecturer appointments in any one year shall not exceed two percent (2%) of the total full-time faculty. Any such appointment that is full-time, however, shall be subject to the tenure provisions of statute and this Agreement.

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

Faculty in each of the categories of full-time appointments will be provided a written contract that will set forth the length of term of employment with the District, including whether the employment is tenured, probationary, special contract, or of specific duration as outlined in Section 4.3 below. The eForm or Contract may be used thereafter to give notice of changed terms of a continuous tenured or probationary appointment.

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

- A. Scope: There are two categories of full-time non-tenure track faculty appointments:
1. Intermittent: Faculty may be appointed to intermittent full-time non-tenure track positions under the terms described in section 4.3.d and 4.3.e below. These appointments are meant to serve limited program needs including the following:
 - i. Recurring program needs that do not constitute an on-going full-time position.
 - ii. Unplanned-for program needs created by unexpected resignations, retirements, etc.

- iii. New program needs when the success of the program is not predictable.
2. Leave Replacement: Faculty may be appointed to replace a tenured faculty member on approved leave for the duration of the leave under the terms described in section e below. (See also 5.12)

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

- B. Contracts: All faculty hired or appointed to a full-time non-tenure track position will be given a contract specifying the terms and duration of their appointment before the end of the first week of their employment. Copies of these contracts will be forwarded to the AFT.
- C. Hiring: Full-time tenured faculty will have the opportunity to be significantly involved in the selection of faculty for Intermittent or Leave Replacement positions.
- D. Duration of Intermittent Appointments:
 1. One-quarter appointments: An individual may be given a one-quarter, full-time, non-tenure track appointment once during a regular college year.
 2. Two- or three-quarter appointments: An individual may be given a two- or three-quarter, full-time, non-tenure track faculty appointment during a regular college year. A one-quarter appointment as described above may also be extended to two or three consecutive quarters within the same regular college year. If a faculty member is given a two- or three-quarter appointment, the individual will not be rehired full-time except on a probationary appointment, i.e., tenure track, until two full regular college years have elapsed following the expiration of the year of the appointment.
- E. Extension of Non-Tenure Track Appointments: Faculty employed under either an intermittent or a leave replacement appointment who continue uninterrupted full-time service beyond the periods specified above will be given a probationary appointment, and the District will count for tenure track purposes only this most recent period of continuous full-time employment. If an individual is hired to a tenure-track position or inadvertently reappointed to a non-tenure track position before

the times indicated in section 4.3.d above have elapsed, and the full-time service has not been continuous, they will be given a probationary appointment but the previous service will not be counted for tenure track purposes.

- F. Summer: Neither employment nor non-employment by faculty during Summer Quarter shall be considered in any way with respect to the provisions of this Article.

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

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

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

4.6 Faculty Program Coordinators.

- A. Purpose: Faculty coordinators perform specific tasks for a particular administrative unit that are related to the maintenance of quality instruction and program integrity, while maintaining employment status as faculty and adhering to all aspects of this agreement. Faculty program coordinator responsibilities are in addition to professional obligations.
- B. Duties: The Unit Administrator, in consultation with the affected unit program faculty, will develop a written description of those tasks and related responsibilities for each faculty coordinator position in his/her unit. As appropriate, the Unit Administrator and affected unit program faculty will meet and identify priorities for the coordination assignment. Each description will be distributed to faculty in the appropriate administrative unit before the faculty coordinator selection is made. Faculty coordinators do not make administrative personnel decisions, such as supervising or disciplining faculty. They shall not direct faculty to perform duties, nor make decisions about faculty rights and responsibilities or compensation. Also, the role of faculty

coordinators does not include summative faculty evaluation. Article 6.3 shall apply to work conducted as a faculty coordinator.

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

- C. Selection: All affected unit faculty will have the opportunity to provide input to the Unit Administrator regarding the selection of faculty coordinators for their administrative unit. Part-time faculty may be selected as faculty coordinators. The Unit Administrator's recommendation will be sent to the campus president (or designee) via the appropriate vice president for final selection. Faculty coordinator appointments are intended to be made on a regular college year basis, but a shorter term basis is permissible. Summer appointments are optional based on the Unit Administrator's assessment of need; these appointments will be made in accordance with Article 4.6.
- D. Compensation: Factors determining compensation may include number of full-time and part-time faculty, student head count and FTE, number of certificates/degrees, level of support staff assigned to the unit, size of departmental materials/supplies budget, summer school planning and departmental complexity factors (e.g., unfilled full-time faculty positions, Unit Administrator with responsibilities beyond one full-time job, high rate of vulnerable students, etc.).
 - 1. Reassigned time: The full-time student contact hour work load as defined in Article 11.3, may be reduced, i.e., faculty may be reassigned to coordinator tasks. The percentage of reassigned time will be as follows:

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

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

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

<u>Average number of hours per quarter</u>	<u>Stipend</u>
22	\$880
44	\$1,760
66	\$2,640
88	\$3,520

4.7 Stipend Rate: Faculty will be compensated at a rate of \$40 per hour for non-instructional duties.

4.8 Summer School. Assignments will be based upon the following conditions:

- A. Length: Summer school will not exceed forty (40) instructional days in length.
- B. Appointments: Summer school appointments will depend upon enrollment and upon the judgment and decision of appropriate College administration. Low enrollments may result in the cancellation of courses or programs and the subsequent termination of the related faculty appointments. (For course cancellation criteria, see Article 11.6 below.)
- C. Assignments: Summer school assignments will be rotated equitably among all regularly contracted full-time faculty and Priority Hire (PH) faculty members who wish assignments and who are qualified for positions available. So that all faculty within the division are aware of summer assignments, the Unit Administrator will inform each eligible faculty member of the opportunities and potential arrangements. The method of rotating will be determined cooperatively between the Unit Administrator (or designee) and faculty of the division after placing all eligible faculty on one list and establishing criteria that is equitable and based on previous summer teaching opportunities. The Unit Administrator will work cooperatively with the faculty, if that division/department faculty wish to be involved, and other administrators in developing summer school programs.

- D. Full-time faculty with split assignments: Full-time faculty with split assignments in two (2) or more divisions/departments shall be eligible for rotation only in the division/department where they have the major portion of their workload.
- E. PHL Faculty with full-time employment in exempt or classified categories shall be eligible for rotation only if there are unassigned classes after other PHL and FT faculty receive assignments.
- F. Summer school shall be paid in accordance with the provisions of Appendix B.

4.9 One-on-One Music Lessons:

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

Individual music lesson instructors will be paid \$400 per quarter per credit for one ½ hour lesson per week, with the addition of benefits, subject to the Agreement, except as in item b, below.

Faculty workload, for benefit purposes will be calculated as a function of instructional hours, on a 30 hour workload base, (e.g.: 20 students at 1/2 hour per week, per student = 10 hrs. per week = $10/30 = .3333$. Alternatively, 10 students at 1 hr. per week, per student = 10 hrs. per week = $10/30 = .3333$ workload.) Workload will apply toward benefits, but not toward the pro-rata threshold.

4.10 Part-time Librarians and Counselors:

Compensation for part-time librarians and counselors will be based on a 30-hour workload except when they are assigned to teach a class or workshop, in which case they will be paid on a 15-hour workload, according to the established workload as determined in Article 11.3.

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

Payment will be made at the end of each quarter.

ARTICLE 5 -- FRINGE BENEFITS

This article defines the fringe benefits for which faculty are eligible as

part of their employment with Seattle College District.

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

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

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

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

1 day per month x % of assigned workload

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

- C. The formula for calculating the deduction for sick leave used is: (Contact Hours/Weekly Workload) x 30.

Program Weekly Workload (hours)					
Hours	15	18	20	25	30
Missed	Hours Reported Leave				
1	2	1:40	1:30	1:10	1
2	4	3:20	3	2:25	2
3	6	5	4:30	3:35	3
4	8	6:40	6	4:50	4
5	10	8:20	7:30	6	5
6	12	10	9	7:10	6

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

2. Bereavement leave, up to a maximum of five (5) days per bereavement, shall be granted in the event of a death in the faculty member's immediate family. In the event of out-of-state-travel for immediate family, an additional amount of leave up to five (5) days may be granted by the Unit Administrator.

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

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

H. Transferability

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

change from part-time to full-time faculty status, accumulated non-compensable sick leave will be carried forward as non-compensable sick leave.

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

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

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

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

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

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

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

5.4 Personal Leave. This leave is intended to be used for reasons of

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

- A. Full-time faculty under contract for at least three (3) quarters will receive three (3) non-accumulative days per instructional year commencing the first day upon which work is performed.
- B. Part-time faculty receive up to a maximum of one day pro-rated per academic quarter as their personal leave day. Such leave will accumulate during the current academic year. However, not more than two pro-rated personal leave days shall be taken in any one quarter provided that at least two such days have accumulated. Unused accumulated leave shall not be carried forward beyond the end of spring quarter. The percentage of assigned workload will be used to calculate pro-rated benefits for part-time faculty as defined in Article 5.2 above.
- C. Faculty who teach during the summer quarter will receive one pro-rated day as a personal day. That day will not carry forward.

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

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

5.7 Accident Leave. In the case of accidents which occur to faculty during the working hours and/or while they are carrying out professional responsibilities, the District agrees to maintain maximum allowable coverage under current provisions of workmen's compensation legislation. The District further agrees to review each such accident case on an individual basis with the possibility of

providing an uninterrupted salary for the faculty involved. The District shall provide necessary information and forms to the faculty who is filing a claim under the Workers' Compensation Act.

5.8 Parental and Family Leave.

- A. Faculty will be entitled to take a leave of absence without pay for childbirth or adoption for a reasonable length of time and subsequently return to their positions under the same uniform terms and conditions as any other employee. A reasonable period of leave in this context will be interpreted as a maximum of three (3) consecutive instructional quarters, excluding Summer quarter. An employee will not be required to leave work at the expiration of any arbitrary time period during pregnancy.
- B. Part-time faculty members on the PH list shall be eligible for parental leave in accordance with the conditions and in compliance as set forth in this section. Accordingly, the taking of parental leave in such cases shall not be deemed an interruption in service for purposes of determining continued eligibility for placement on the PH list.
- C. Part-time faculty members not on the PH list who have worked six quarters shall be eligible for leave as set forth in this section for a period not to extend beyond the end of the quarter in which the leave is requested.

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

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

Pursuant to the federal Family and Medical Leave Act of 1993, faculty who have worked for the District during the twelve-month period preceding the request for leave and who are otherwise eligible under the Act shall be eligible for up to twelve (12) workweeks of non-paid leave for a serious personal illness, the birth or adoption of a child, or

to care for a spouse, parent or child with a serious health condition as required by the Act. During leave taken under these provisions, the District shall continue to provide the faculty member with medical and dental benefits. Faculty will be reinstated to their positions and other benefits upon return from leave. Requests for Family Leave should be made through the Unit Administrator to the HR Employee Services department.

Pursuant to the Paid Family and Medical Leave Act of Washington State (PFMLA) employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year) will be able to apply to take paid medical leave or paid family leave. The Seattle College District will deduct the premiums for full time faculty in accordance with the PFMLA. The Seattle College District will pay the premiums for part time faculty as they may not be eligible for PFMLA.

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

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

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

5.10 Professional Leaves. There shall be three (3) types of professional leave for tenured faculty: Sabbatical Leave, Retraining Leave, and Return-to-Industry Leave. Tenured and Core faculty having completed three (3) or more years of full-time employment with

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.13 Insurance Programs. The District agrees to make available group medical, dental, life, and other appropriate insurance programs consistent with the rules and regulations of the Public Employees Benefits Board or its successor(s) and as funded by the Legislature. Furthermore, applicability of any of the following benefits is subject to Article 17.3 of this Agreement. Determination of benefit eligibility is based on quarterly workload. Part-time faculty are eligible for Life/AD&D, Medical/Dental Insurance, Basic Long Term Disability Insurance, and Optional Long Term Disability Insurance benefits if they are employed at fifty percent (50%) of a full-time load or more and are rehired in the second quarter at fifty percent (50%) or more of a full-time load. In such cases, eligibility begins in the second quarter. Once enrolled, the faculty member is eligible to continue the insurance, but does not receive the employer's contribution in any quarter in which the faculty member does not work at least half of a full-time load or meet the averaging requirements referenced below in paragraph (a). However, such continuation may not be for longer than six (6) consecutive quarters in which a faculty member does not work at least half of a full-time load for one (1) quarter, or does not meet the averaging requirements referenced below in paragraph (a).

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

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

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

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

5.16 Special Retirement Privileges.

- A. Full and part-time faculty members meeting the following criteria shall be eligible for special privileges upon retirement from SCD:
 - 1. 25 years of service as a district faculty member, or
 - 2. 15 years of service and having reached age 60.

- B. Special privileges shall include the following:
 - 1. upon request, special identification card;
 - 2. library privileges;
 - 3. attendance at graduation, with special recognition for emeritus faculty;
 - 4. free parking while participating in college events, if space is available;
 - 5. half-price admission for designated college activities;

6. enrollment in district classes at senior citizen tuition rate and conditions;
 7. access to PE facilities at 50% of regular faculty rate;
 8. upon request, opportunity to maintain their campus email account for two (2) years from their date of retirement.
- C. Emeritus Faculty Status: Faculty meeting the criteria for special retirement privileges shall also be eligible to be nominated for special recognition as emeritus faculty. Such recognition shall be recommended by the AFT and granted by the District Board of Trustees to faculty in accordance with the following nomination and selection process (below). The Faculty member must be in good standing.
1. The nominating process shall include the following steps:
 - a) The retiring faculty member gives notice in writing of intention to retire and/or requests consideration for emeritus status to the campus President or his or her designee one quarter in advance of intended retirement date.
 - b) The full and part-time faculty in the appropriate faculty division or work unit nominate the retiring faculty member for emeritus status. Faculty are eligible for nomination for one (1) year from the official date of retirement.
 - c) AFT Executive Board reviews the request to assure that criteria have been met. Nominations must reach the AFT office by the first Friday in February.
 - d) SCD Chancellor reviews the request.
 - e) SCD Board of Trustees reviews and grants faculty emeritus status.
- D. The rank faculty emeritus may be awarded posthumously to a retired faculty member who had 20 years of service in the district, or 15 years of service and dies in service.

ARTICLE 6 -- PERSONNEL POLICIES

6.1 Personnel Files.

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

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

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

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

Faculty shall be given a copy of any employment notice affecting their employment status.

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

6.2 Formal Student Complaints: Pursuant to WAC 132F.121, faculty members will be notified in writing by the appropriate administrator

within five (5) working days of receipt of any complaint which may lead to discipline. Complaints of discrimination or harassment will be addressed in accordance with Seattle Colleges District Policy / Procedure 419.

Prior to initiating a Formal Student Complaint, the Student Complaints Office or the Student Process Advocate may invite the student to take advantage of the informal complaint process described in WAC 123F-121-070, Informal Process of Complaints.

If the informal process does not yield a desired outcome or a student chooses to file a formal complaint, the formal process requires the complaint to be in writing, signed and dated by the student complainant.

When a student complaint reaches the formal level, the Student Complaints Officer will send a copy of the formal complaint to the faculty member and Unit Administrator within five (5) working days. Complaints of discrimination or harassment will be addressed in accordance with Seattle College District Policy / Procedure 419. Proceedings will be scheduled at a time mutually agreeable to all parties.

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

Resolution of the complaint is to be concluded within twenty (20) working days of notifying the faculty member. Either party may request an extension of fifteen (15) working days. Longer extensions must be agreed to by both parties. If the Student Complaints Officer is unable to complete a thorough investigation to report a conclusion, an extension may be requested of up to ten (10) working days, provided, however, that end of quarter breaks shall pause these timelines. For example, a Student Complaint filed on the final day of Spring Quarter shall pause the timeline for the resolution of the Complaint until the start of Fall Quarter.

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

If disciplinary action is deemed appropriate by the Unit Administrator, they shall proceed in accordance with Section 6.3, provided, however, that any documents associated with the

discipline shall be treated in accordance with the provisions of Section 6.1 regarding personnel files.

Nothing in this section shall be construed as taking the place of normal evaluation procedures as set forth below, nor as taking the place of dismissal procedures as set forth in Article 8 of this Agreement. Nor shall this section be deemed to provide the only basis for discipline.

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

This section shall not be used for student complaints regarding their grades. Grade complaints shall be resolved in accordance with WAC 132F-121-090.

6.3 Discipline. Discipline shall be only for just cause. A process of progressive discipline will be used. Progressive discipline includes, but is not limited to, the following steps: written warning, written reprimand, suspension without pay and dismissal. The College shall tailor discipline to respond to the nature and severity of the offense, and will not be required to apply progressive discipline where the severity of the offense calls for immediate discharge or imposing discipline at an advanced step. Disciplinary documents and all materials upon which discipline is based shall be treated in accordance with Section 6.1 above. The faculty member shall have the right to AFT representation in any disciplinary proceeding, including investigatory interviews with the employee.

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

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

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

an unsafe working condition exists and, if so, the proposed remedy.

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

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

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

6.5 Selection of Faculty.

AFT Seattle and the District are jointly committed to ensuring that there are no internal barriers in our collective bargaining agreement, hiring practices and systems, bias or lack of cultural sensitivity by search committees. SCD and AFT are committed to anti-racist practices in faculty hiring and delivery of instruction. Equity-minded faculty become informed about the history of racism, patterns and structures that lead to systemic inequity, and the ways that these impact students. Equity-mindedness requires faculty to assess their own biases, identities, and positionalities, revise curriculum, adjust teaching practices, and commit to the success of BIPOC students and other underrepresented communities.

A. Full-Time Faculty

1. Full-time tenured faculty will have the opportunity to be significantly involved in the development of the advertised job description qualifications. Except under unusual circumstances, a new full-time faculty position shall be advertised using intentionally diverse posting sources for at least thirty (30) calendar days prior to the date the position is to be filled. Only the campus vice -president or president may, after consultation with the AFT President, waive this requirement.
2. College administrators, with the collaboration of Human Resources Employee Services, shall arrange a review of the applicants' qualifications, credentials and other pertinent

materials by a candidate search committee comprised of the following voting members: the Unit Administrator and three (3) faculty (selected by the tenured faculty of the division). Every effort should be made to ensure that search committees are diverse (see Article 12.2.H). If possible, the faculty search committee members will be chosen from the specific discipline or subject area, but search committee members may be chosen from other disciplines/subject areas. At least one search committee member must have substantive EDI/implicit bias training prior to serving. The Inclusion Advocate will be a non-voting member of the candidate search committee. If the committee desires, students may serve on search committees and be a fourth voting member. Students will be selected in accordance with procedures outlined in Article 7.2.A.

Interviews of at least five (5) qualified applicants will be held by the candidate selection committee. The committee may interview fewer than five (5) applicants if acceptable to the appropriate vice president. If the committee cannot interview at least five (5) applicants and the vice-president does not concur with the number of applicants the committee has selected to interview, the position will be re-advertised for at least thirty (30) days unless a shorter period of time is mutually agreed to between the committee and the appropriate vice president. Qualified candidates who are on the part-time priority-hiring list of the appropriate campus unit and who apply for the position will be interviewed.

Final interviews of candidates will include an open forum teaching demonstration, the format and content of which will be decided by the search committee.

3. Based on the candidate search committee's review of the applicants' qualifications and interviews, the committee will recommend three (3) candidates but may recommend additional candidates. If the committee cannot recommend three (3) candidates and the vice president does not concur with a recommendation of at least two (2), the position will be re-advertised for at least thirty (30) days unless a shorter period of time is mutually agreed to between the committee and the appropriate vice president. The candidates will be recommended by the candidate search committee via the Unit Administrator to the appropriate vice president who shall forward their recommendations and those submitted by the committee to the campus vice chancellor/president

for the final selection.

4. If the campus vice chancellor/president does not select any of the recommended candidates, they shall meet with the search committee for discussion of the matter and review of selection criteria, after which the search process will be repeated.
5. In the event a new or vacant full-time position is opened, current Tenured or Core full-time faculty who meet the qualifications of the position shall have first priority to transfer into the position, prior to the consideration of any other candidates. Any such faculty member requesting a transfer will submit a transfer request to the Human Resources department and the hiring Unit Administrator within fifteen (15) calendar days of the position being posted as open. Within the next fifteen (15) calendar days, the faculty member requesting transfer will meet with the candidate selection committee to determine the faculty member's match with the qualifications of the position.

Within five (5) calendar days of this meeting, the candidate search committee will determine if the transferring faculty meets the qualifications of the position. If the transfer candidate meets the qualifications the Unit Administrator will notify the faculty member their application is accepted. If the decision is to refuse the transfer, the faculty member will be provided with a letter specifying the rationale for the decision. The faculty member will have the option of making a written request for a review of the process by the Vice President for Instruction within five (5) calendar days of the receipt of the letter; the VPI will provide a written response within seven (7) calendar days of receiving the request from the faculty member. If the process was followed as set forth above, the decision by the candidate search committee will stand.

If two (2) or more current faculty are interested in transferring, the search committee will make the determination as to selection. If a faculty member applies after that fifteen (15) calendar day period then that person will be considered on the same basis as other applicants.

6. A full-time instructor who intends to vacate a full-time position through transfer, retirement, approved leave, or resignation will notify the Unit Administrator in writing. When the Administration receives official notification that a full-

time faculty position will be vacated, the AFT will be informed of the vacancy within 30 working days after official notification is received.

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

B. Part-Time Faculty

Human Resources with interested faculty within the program will form a screening committee comprised of faculty and EDI staff and/or Inclusion Advocates, if available, to vet and certify the pooled applicants for the Unit Administrator to review. The Unit Administrator will use the certified pool to hire using Human Resources established protocols.

If the Unit Administrator does not have any certified candidates from the committee for any reason, they can continue with the hiring process but must consult with Human Resources. Prior to assigning a subsequent load to a non-certified hire, the screening committee will have the opportunity to review their application materials and determine whether or not to certify the candidate; and the Unit Administrator will consider additions to the certified pool. The non-certified hire will not be eligible for re-hire until certified.

Unit Administrators will perform a classroom observation of certified hires, as used in this section, within the first quarter and if requested by the Unit Administrator a member of the screening committee or of the division/department shall have the opportunity to complete a peer observation. The peer observation will be provided to the Unit Administrator for review. The Unit Administrator is the ultimate hiring authority for all part-time faculty positions.

6.6 Annual Hiring Plan. The District will provide a hiring plan, on an annual basis, to the Faculty Diversity and Inclusion Committee and the AFT, for targeting under-represented groups.

The District and the AFT will abide by the plans for diversity, equity, and inclusion as established or modified by the Board of Trustees. A copy of the most recent plan will be forwarded to the AFT upon approval.

6.7 Intentionally left blank

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

A. Obligations for all faculty include:

1. teach assigned classes at the times and places scheduled.
2. make prior provision for instruction with the Unit Administrator in case of anticipated absence.
3. notify the unit office at the earliest possible time in case of absence.
4. abide by published examination schedules, or if no final examination is given, be available to students for instructional or consulting purposes during such period.
5. submit student grades in compliance with campus requirements and within established timelines.
6. provide Unit Administrator and students with a syllabus, consistent with the master course outline, for each course assigned.
7. make updates to course content, assessments, materials, and delivery consistent with the master course outline. For part-time faculty, creation of new courses, including changes in delivery mode, or major revisions of existing master course outlines, requires separate payment at the current stipend rate. Full-time work shall be performed consistent with Article 6.8.B.
8. stay current in areas of assignment and in teaching techniques.
9. provide counseling related services to students (counselors).
10. provide library information services for the Instructional Resource Centers (librarians).

11. respond to work-related communications when requested.
 12. provide learning management system access to technical support staff as needed, and Unit Administrators as necessitated by the investigation of complaints.
- B. Full-time faculty are required to perform non-instructional duties in addition to their instructional workload. Non-instructional duties may include the following or others as mutually agreed upon with their Unit Administrator.
1. work with administration on developing new programs or making major curriculum revisions, relevant to the viability of the discipline or the program; training and level of support, which may include compensation, will be determined in consultation with administration.
 2. provide routine preventive maintenance of instructional equipment, and monitor equipment, and supply inventories if applicable.
 3. offer consultation to students in the area of faculty's expertise.
 4. participate on district/campus/unit committees, peer observations, reviews (performance, curriculum and program).
- C. On an annual basis full-time faculty may participate in the EEPD process described in Appendix A. 3. During the Academic Year, a faculty member and their Unit Administrator may agree to change non-instructional activities performed by the faculty member by amending the approved EEPD. A faculty member and their Unit Administrator may agree to additional non-instructional duties (not contained in 6.8.A above nor in the faculty's approved EEPD) using a separate agreement describing the scope of the work for additional compensation.

6.9 Academic Freedom and Faculty Rights.

A. A Statement of Academic Freedom and Faculty Rights

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

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

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

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

B. Academic Freedoms and Faculty Rights

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

6.10 Evaluation of Faculty and Programs.

The AFT Seattle and the District are committed to ongoing

evaluation to ensure quality teaching and professional conduct of faculty.

A. Observation Guidelines

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

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

B. Evaluation Guidelines

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

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

C. Classroom Student Evaluation Guidelines

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

administration. Administration reserves the right to review all student evaluations for the previous three quarters in which the faculty member has taught if a student complaint has been filed.

D. Evaluation

1. Post-tenure Evaluation of Full-Time Faculty

- a. Student evaluations: Results from quarterly student evaluations from one class per year will be given to the Unit Administrator.
- b. Administrative evaluation: Every three (3) years, each faculty member will have a comprehensive administrative evaluation of the faculty member's professional obligations as defined by Article 6.8, a review of student evaluations, a written self-evaluation, and classroom observation by the Unit Administrator or faculty member's supervisor. The Vice President or his/her designee will review concerns from either the faculty member or the Unit Administrator about the outcome of the evaluation process.
- c. Performance Review: The Unit Administrator may conduct performance review at any time. In such instance, the faculty member shall be required to meet with a committee comprising two tenured faculty members and the administrator. They shall notify the AFT Seattle and the appropriate vice president that performance review is being initiated. The performance review committee will review and evaluate the faculty member's performance, using a variety of means for assessment, which may include student evaluation and classroom observation. As required, the committee will recommend methods for improvement and for monitoring the process and correction of the faculty member's performance. The committee will provide the vice president with quarterly reports on the progress of the review and will submit a final report not later than one year from the start of the review process. This report will indicate either satisfactory completion of the process, a need for extension, or a finding of no resolution.

To select two (2) faculty members for the review committee, the faculty member and the Unit Administrator shall each prepare a list of three names, from which the two committee members shall be selected by mutual agreement. If no agreement is

reached, the campus senate president for the AFT Seattle and the appropriate vice president will each choose one member from the two (2) lists.

2. Tenure-track Full-Time Faculty and Probationary Core Faculty
The evaluation process for full-time faculty on the tenure track is described in Article 7. Evaluation for IEL probationary Core faculty is in Appendix H.10.
3. Non-Priority Hire Part-Time Faculty, Including Temporary Full-Time Faculty without Priority-Hire Status
 - a. Student evaluations: Part-time faculty not on the priority-hire list (PHL) as defined in Section 10.7 and those appointed to a full-time temporary position who have not previously attained priority-hire status shall provide the results of all anonymous student evaluations to the Unit Administrator.
 - b. Administrative evaluation: It is the intent of the SCD administration to conduct evaluations of non-priority-hire faculty as early as possible in a faculty member's employment in an SCD instructional unit. Administrative evaluation should occur before the beginning of the fifth quarter within the nine (9) out of twelve (12) quarter sequence outlined in Article 10.7.a.
4. Priority-Hire (PHL) Faculty, including Temporary Full-Time Faculty with Priority Hire Status
 - a. Student evaluations: Results from quarterly student evaluations from one class per year will be given to the Unit Administrator.
 - b. Administrative evaluation: Every three (3) years, each faculty member will have a comprehensive administrative evaluation of the faculty member's professional obligations as defined by Article 6.8, a review of student evaluations, a written self-evaluation by the faculty, and classroom observation by the Unit Administrator or faculty member's supervisor.
5. Special-funded, full-time, non-IEL faculty
 - a. Student evaluations: These faculty shall provide the results of all anonymous student evaluations to the Unit Administrator. Upon satisfactory completion of nine (9) quarters (excluding summer), these faculty will conduct anonymous student evaluations quarterly and submit the results from one (1) class per year to the Unit

Administrator.

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

6.11 Selection of Unit Administrator.

- A. Selection of Unit Administrator: The following guidelines apply to the selection of a Unit Administrator.
- 1. The appropriate vice president will convene a committee-of-the-whole or a representative faculty group. The candidate search committee will comprise the following voting members: faculty selected by the faculty of the administrative unit, and a Unit Administrator selected by the vice president, and, if applicable, other employee(s) with a reporting relationship to the Unit Administrator position in question. Faculty will comprise the majority of the committee and the votes, except for the selection of the position of Vice President for Student Services, in which case faculty shall represent a minimum of 33% of the voting members of the committee (a minimum of two faculty members). The Unit Administrator serving on the candidate search committee shall be someone other than the outgoing Unit Administrator unless agreed upon by the faculty of the unit and the vice president. This committee shall be involved in the development of the job description, screening criteria, and the search process. Ex-officio (non-voting) members may participate on the candidate search committees. The search committee will be chaired by the

Unit Administrator on the committee.

2. The search committee, acting as noted in item 1 above, will recommend at least three (3) candidates to the appropriate vice president. The vice president will forward the list of candidates, along with his or her recommendations, to the campus president. The vice president, at her/his discretion, may approve the search committee forwarding on fewer than three final candidates.
3. If the campus president does not select any of the recommended candidates, they shall meet with the search committee for discussion of the matter and review of selection criteria, after which the selection process will be repeated.

B. Interim Replacement of Unit Administrator

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

appointment. AFT Seattle and affected faculty will be informed of the status of the permanent search, and the vice president will meet with the search committee to identify appropriate next steps in the process.

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

6.12 Faculty Identification Cards. The administration will issue faculty identification cards to all full-time faculty and part-time faculty on the part-time priority-hiring list. Faculty identification cards will be issued to other part-time faculty upon request. Paper cards will be dispersed annually to instructional units from the appropriate Vice President's office by October 15, of each academic year.

When a college requires use of a security keycard that includes picture identification, those cards can substitute for the faculty identification cards, provided that the ID portion of the card clearly identifies the holder as faculty.

ARTICLE 7 -- TENURE PROVISIONS

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

7.1 Definitions. As used in this Agreement,

- A. "Administrative Appointment" describes employment in a specific administrative position as determined by the appointing authority. Tenured faculty, upon appointment to an administrative position, except that of District chief administrative officer, will retain tenure in their faculty status.
- B. "Appointing Authority" is the Board of Trustees of Seattle College District VI.
- C. Equitable Teaching
SCD and AFT are committed to anti-racist practices in faculty hiring and delivery of instruction. Equity-minded faculty become informed about the history of racism,

patterns and structures that lead to systemic inequity, and the ways that these impact students. Equity-mindedness requires faculty to assess their own biases, identities, and positionalities, revise curriculum, adjust teaching practices, and commit to the success of BIPOC students and other underrepresented community of students.

- D. "Faculty Appointment" describes full-time employment as a teacher, counselor, librarian, or other position for which training, experience, and responsibility are comparable as determined by the appointing authority, except administrative appointments. "Faculty Appointment" will also mean division, department, or other administrators who have had and do have status as teachers, counselors, or librarians. "Faculty appointment" shall not mean, however, "special faculty appointment" as defined by RCW 28B.50.851(2)(b), provided that the conditions prescribed therein governing transfer and/or termination shall apply. "Faculty appointment" also shall not mean full-time faculty non-tenure track appointments as described in Article 4.3.
- E. "Faculty Peer" describes a tenured faculty member within the same trade or discipline or most closely related trade or discipline.
- F. "Tenure Candidate Faculty Appointment" or "Candidacy" describes a faculty appointment for a period of time not to exceed nine consecutive quarters excluding summer quarter and approved leaves of absence. The Tenure Candidate Faculty Appointment may be non-renewed without cause in accordance with the law and this Agreement.
- G. "Tenure Candidate" or "Candidate" describes any individual holding a Tenure Candidate Faculty Appointment.
- H. "Tenure" describes a faculty appointment for an indefinite period of time which may be granted by the appointing authority at any time and may be revoked only for sufficient cause and by due process.
- I. "Tenure Review Committee" or "Committee" describes a five-member review committee which is comprised of two (2)

faculty representatives from the specific discipline or subject area and at least one (1) faculty representative from outside of the specific discipline or subject area, the Unit Administrator (dean or associate dean), and a student representative. The Committee shall have duties including but not limited to evaluation of each Candidate with regard to granting or withholding tenure.

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

7.2 Tenure Review Committee Selection.

- A. The Tenure Review Committee for each Candidate will consist of five (5) individuals, to include three (3) tenured faculty representatives. Every effort should be made to ensure that tenure review committees are diverse (see Article 12.2.H), and that the Chair has had EDI/Implicit bias training prior to serving. If possible, the faculty representatives will be chosen from the specific discipline or subject area of the Candidate, but faculty representatives may be chosen from other disciplines subject areas. The fourth member of the committee will be the Unit Administrator, (VPSS, dean associate dean), who also will chair the Tenure Review Committee. The fifth member will be a student representative appointed by the Associated Student Body in accordance with procedures for such appointment established by the Student Body Government. The student may be a full-time or part-time student and, to the extent possible, shall be knowledgeable of the Candidate's discipline or field of specialty. The Candidate will have the opportunity to state preferences for at least one of the members on their Tenure Review Committee.
- B. Faculty representatives shall be elected by the faculty peers in the administrative unit acting as a body.
- C. Tenure review committees shall serve as standing committees until such time as the probationer is either granted tenure or the Tenure Candidate Faculty Appointment is non-renewed. Vacancies on the committees

shall be filled in the same manner as the original appointment was made.

7.3 Functions of Tenure Review Committees.

- A. The Tenure Review Committee will be responsible for monitoring the performance of the Candidate until tenure is granted or until the Tenure Candidate's appointment is non-renewed. The Committee's work centers around coaching and mentoring the Candidate. It is also the Committee's responsibility to inform and clarify, to the Candidate, their rights and responsibilities under this contract. The Tenure Review Committee will observe the progress of the Candidate for the purpose of recommending tenure, extension of tenure candidacy, or non-renewal. In the performance of this function, the committee may request information from other members of the administrative unit, from the Candidate's students, and from supervisors relative to the Candidate's performance of assigned duties.
- B. The recommendations of a tenure review committee may be referred for ratification to the tenured members of the administrative unit. This procedure will also be used at the discretion of the committee or at the request of the campus president.
- C. The Tenure Review Committee for a Candidate will be formed during the first quarter of candidacy status.

7.4 Evaluation of a Tenure Candidate.

- A. Evaluation of a Candidate may include quarterly student evaluations, student compliments, student complaints, classroom observation, peer evaluation, supervisory evaluation, self-evaluation, committee work, and curriculum design. The above components should demonstrate evidence of Equitable Teaching in a variety of forms. This evaluation must include performance against criteria established by the faculty/administrative unit and reviewed when a new Candidate is hired. If the unit does not establish criteria, the Unit Administrator may establish the necessary criteria for evaluation of a Candidate. The criteria must be reviewed and discussed by the tenure review committee and may be revised to fit the needs of an individual Candidate by the agreement of the committee.

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

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

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

addition, the Tenure Review Committee's recommendations for such candidacy year will be discussed in conference with the Candidate and the basis for the Committee's recommendation explained to the Candidate.

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

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

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

ARTICLE 8 -- DISMISSAL

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

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

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

- regulations;
- I. Program termination or program reduction**;
- J. Financial emergency as defined by RCW 28B.50.873**;
- K. Conviction for any of the following:
 1. Aiding or abetting or participation in any unlawful act of violence;
- L. Aiding or abetting or participation in any unlawful act resulting in destruction of Community College property or the interference with the orderly conduct of the educational process;**Article 8.1 J and K shall not impact faculty seniority rights;
- M. Disability Separation
An employee with permanent status may be separated from service when the Employer determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated.

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

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

of four (4) alternate positions identified as Alternate 1, Alternate 2, Alternate 3, and Alternate 4.

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

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

8.4 Dismissal Proceedings - Formal Hearing. Upon completion of the requirements of Section 8.3 above, the campus vice chancellor/president or Chancellor (as appropriate) may proceed by providing a written statement to the affected faculty member(s) and the chairperson of the Hearing Committee. The statement shall include particulars of the proposed dismissal, the legal authority and

jurisdiction under which the hearing is to be held, and reference to the particular statutes or rules involved. The statement shall also include the date, time, and place of the formal hearing, which shall be a formal, contested-case hearing held in accordance with the provisions of RCW 34.05, as now or hereafter amended.

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

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

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

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

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

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

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

If the findings of fact as adopted by the Board are different from the proposed findings of fact by the hearing officer, the Board shall issue preliminary findings of fact. Each side shall have an

opportunity to argue before the Board concerning any proposed changes in the findings of fact to be adopted.

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

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

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

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

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

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

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

ARTICLE 9 -- SENIORITY

9.1 Seniority List. The Fall Quarter 1993 seniority list under the predecessor Agreement as published in its final form shall be carried forward and shall be deemed correct in all material respects. The District shall update the seniority list as new full-time faculty are employed and shall provide corrected individual pages for affected faculty, unit administrators, and the AFT. After the publishing of the program unit list by November 1st, of each academic year (see Appendix D.1), the seniority list will then be released/distributed by November 15th, to unit for updates and additions as appropriate. A finalized seniority list will then be provided to AFT and published by January 31st, of each academic year.

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

9.2 Seniority. Full-time faculty seniority for purposes of Sections 5.9, 5.10, 5.11, 5.13, 6.5.A.5, 8.5, Article 9, Appendix D and Appendix H.10 shall be calculated in the following manner:

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

Ties in seniority shall be broken in the following order:

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

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

9.4 Records. When occasion for determination of seniority procedure arises, the personnel records in the custody of the District

Human Resource Office will be used to make the determination.

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

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

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

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

10.4 Compensation for Canceled Classes. Part-time faculty (excluding full-time faculty who are teaching beyond workload) shall be compensated for eight (8) hours at the stipend rate if the course is cancelled within three (3) work days prior to the start of the course. Part-time faculty whose course is cancelled after the course's scheduled start date shall be compensated for eight (8) hours at the stipend rate plus the percentage of the course taught. In the event a part-time faculty member is reassigned to a class with the same course number, or is a PH faculty member with a guaranteed workload for the quarter, no additional compensation beyond the course salary will be required. (See Article 11.6.b.4.)

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

10.6 Contracts: Multi-quarter and Annual Contracts Part-time faculty may receive a multi-quarter contract for two or three quarters during the regular college year. These contracts guarantee a workload and salary for the duration of the contract unless the faculty member is notified in writing no later than 30 days prior to the end of the current quarter. These contracts may be offered to any part-time faculty member. However, these contracts shall not infringe upon the seniority rights of Priority Hire Part-timers for a consistent workload each quarter.

10.7 Priority Hiring List.

Priority Hiring status defines job security provisions for part-time faculty in a particular department/division at a particular college. The establishment of a priority hiring list does not confer on part-time faculty a vested right to continued employment or to renewal of employment, nor to an expectation of such employment. However, in the event the District elects to hire part-time faculty in any given quarter, a part-time faculty member on the department's Priority Hire list shall have the right of first refusal (definition in Section E below) to carry out assignments for which they qualify under this section.

A. Priority Hire Qualifying Period:

1. A part-time faculty member achieves Priority Hire status and is placed up the priority employment list in a department/division upon completion of the following requirements:
 - a. Completes teaching assignments in nine (9) quarters during a period of nine (9) to twelve (12) consecutive quarters, excluding summers.
 - b. Is employed at an average of 50% of more over the nine (9) quarters.
 - c. Satisfactorily completes the evaluation process as described below.
2. The department/division shall establish a Qualifying List (see Section below) of the courses taught within the nine (9) to twelve (12) quarter qualifying period (including courses taught in summer) for each part-time faculty member.
3. A total of contact hours taught in the department/division shall be tracked for each part-time faculty member.
4. The evaluation process for achieving Priority Hire Status shall consist of the following:
 - a. A minimum of two (2) observations by the Unit Administrator, one within the first quarter, and another by the end of the seventh quarter.
 - b. A comprehensive "administrative 6.10" evaluation by the Unit Administrator by the end of the seventh (7) quarter of employment.
 - c. Peer observations, to commence after collaborative development of the process by AFT and SCD.

B. Consistent percentage workload for assignments upon achieving Priority Hire Status:

1. Teaching assignments for Priority Hire faculty shall be consistent with previous percentage workload assignments up to and including 2/3 load for all faculty, with the following

exceptions: 78% for assignments based on a lab/lecture mix of fifteen (15) to eighteen (18) hour loads, and 80% load in Intensive English Programs and Basic and Transitional Studies. Teaching assignments shall provide a Right of First Refusal (see definition below) for any divisional/departmental assignments on the Priority Hire faculty member's Qualifying List, with the exception of Summer Quarter assignments or assignments required to maintain a full-load for full-time faculty. If a course assigned by the Unit Administrator is subsequently cancelled or reassigned, the faculty member maintains a right of first refusal, defined below in Section C.

2. If a faculty member's workload varied from quarter to quarter during their qualifying period so as to not average a normally available workload percentage, the consistent workload shall be rounded to the nearest available workload. When the consistent workload falls halfway between the nearest available workloads, it shall be rounded up. Fifty percent (50%) will be used as the minimum guaranteed workload percentage for assignment purposes. In order to maintain a guaranteed load, the Unit Administrator may assign the PH faculty member, if qualified, courses not on their Qualifying List and/or non-teaching duties. Consistent workload shall be adjusted to reflect changes in Article 11.3 Weekly Workload.

- C. Guaranteed assignments for an upcoming quarter:
This consistent workload assignment is guaranteed for the following quarter (except Summer Quarter) unless the PH faculty member is notified in writing no later than thirty (30) calendar days prior to the end of the current quarter (except Fall Quarter, for which the faculty will be notified by the last day of Summer Quarter) that their guarantee is cancelled. The Unit Administrator may cancel a faculty member's guaranteed workload when it is uncertain that funding and enrollment levels will be sufficient to maintain their assignment.

When the PH faculty is offered a class according to the procedures defined here (via email, and by phone if college is not in session), they will need to respond to the Unit Administrator with five (five) working (business) days unless an agreement has been reached ahead of time.

When a PH faculty without a guarantee loses a class to cancellation or reassignment to another faculty member, they

shall be offered a class, if available, from their qualifying list that is unassigned or assigned to someone with no seniority.

The Qualifying List shall include courses taught within the nine (9) to twelve (12) quarter qualifying period and summer quarters, and is modified by the Unit Administrator as follows:

1. Addition of any course taught in three (3) separate quarters during the previous three (3) years before ratification of the current CBA up to and including the present time, or
 2. Addition of any course taught in three (3) separate quarters subsequent to ratification of the current CBA.
 3. Deletion of courses from the list by review with the Unit Administrator based on evaluations. PH Faculty will be notified in writing.
- D. Priority Hire: PHL faculty will be informed about the division/department scheduling process and may provide input to that process. PH Faculty should be allowed to submit their preferences for assignments in upcoming quarters. In the event that priority claims within a division exceed assignments available within that division, the priority shall be based upon the total contact hours taught within the division; the individual with the highest number having the greatest priority. (Contact hours are totaled for all quarters, including summers, from the date of employment, counting part-time assignments and full-time temporary assignments in the department/division.)
- E. Definition Right of First Refusal: Right of First Refusal is an agreement for each quarter that provides PHL faculty the right to meet their consistent workload by requesting classes from their Qualifying List before FT moonlight assignments and non-PHL part-time faculty. If a class assigned to a PHL faculty is cancelled or reassigned, that PHL faculty shall have their guaranteed workload met by either one (1) being offered two (2) options of classes that they are qualified to teach or by two (2) being assigned non-teaching duties.
- F. Priority Hire List Removal
1. PHL faculty may be removed from the list for the following reasons:
 - a. Unsatisfactory evaluation or misconduct after a performance improvement plan has been implemented and found unsuccessful.
 - b. The third instance of failing to notify the Unit

Administrator fifteen (15) days prior to the beginning of the next quarter that they are unable to teach that quarter (provided that they have agreed to their assignment prior to the fifteen (15) days).

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

2. The Vice President shall issue in writing their decision to the affected PHL faculty within ten (10) working days of the meeting. The affected faculty member shall be deemed to have accepted this decision unless written notice of appeal is received by the applicable campus President within ten (10) working days from receipt of the Vice President's decision.

The President shall set the date for an informal hearing within fifteen (15) working days of receipt of the appeal. The President shall conduct such informal hearing in accordance with provisions of RCW 34.05 as now or hereafter amended. At this hearing both the affected part-time faculty member and the Vice President or designee shall be given opportunity to present oral and written materials regarding the part-time faculty member's performance. The President's decision, which is final for all purposes and is not grievable nor arbitrable, shall be issued within ten (10) working days of completion of the hearing process. The effective date of removal from the part-time hiring employment list shall be ten (10) working days after receipt of the Vice President's decision or upon the President's decision if appealed to the President.

- G. Individuals who have not taught for four (4) continuous quarters (excluding Summer Quarter, substituting, and guest lecturing) or have given notice of resignation, shall be dropped from the part-time priority hiring list and accumulated hours will be forfeited. It will be necessary to re-establish eligibility by meeting the 50% average assignment for nine (9) of twelve (12) consecutive quarters and with satisfactory evaluations as in 10.7a.

- H. Priority Hire part-timers who are hired into a full-time tenure-track or Core IEP position will retain the right to voluntarily return to priority hire part-time status within four (4) quarters, excluding Summer Quarter, and surrender the tenure track position. While in the tenure track or Core track position, they will no longer have active Priority Hire status.
- I. The District shall update and publish the priority hiring list quarterly for each division and department and for counseling and the library. Copies of such lists shall be forwarded to the AFT President and posted in public folders for the Human Resources Department.

Summer Quarter Cheat Sheet:

During the qualifying period, summer quarter teaching is not counted when determining the 50% average over 9-12 quarters, but summer courses taught in the qualifying period do apply to the instructor's qualifying list and the hours taught during summer quarter will be added to the total number of hours taught used for determining seniority.

Summer quarter is not counted when determining the 4 quarters of consecutive non-teaching required to be removed from the priority hire list.

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

ARTICLE 11 -- OPERATIONAL POLICIES

11.1 Instructional Year

- A. Beginning in Winter Quarter of the 2017-18 Academic Year, there will be 172 work days including 162 instructional days (or their equivalent), 3 development days and 7 non-instructional days.
- B. The 162 instructional days (or their equivalent) and the 3 development days shall be scheduled commonly across the District in accordance with the instructional year calendar (Appendix C).
- C. The non-instructional days will consist of work as follows:

1. One such day, shall be District Convocation.
2. Utilization of three of these days will be determined by the unit administrator in conjunction with the unit faculty. Such work might include (on either a group or individual basis) course and curriculum development, laboratory maintenance, routine preventive shop maintenance, review and/or preparation of audio-visual instructional aids, etc.
3. Faculty will work with their unit administrator, and document upon request, the use of three additional non-instructional days for activities such as: curriculum and textbook review; writing recommendations; graduation attendance; student-group advising; school, community, industry liaison; program review; Technical Advisory Committee (TAC) meetings; review and/or preparation of audio-visual aids; technology upgrades; professional development activities; web development and maintenance; community building; email maintenance; meeting preparation; and other tasks.
4. Three days will be development days, (one per quarter) and will be utilized for faculty to participate in divisional / departmental / program meetings and activities. The content of these days will be planned and delivered jointly by the Unit Administrator and the faculty who choose to be involved.

Part-time faculty who participate on these days will be compensated at \$100 per day. The distribution of non-instructional work for the next academic year will be determined at the spring quarter development day.

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

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

- E. Individual negotiations shall take place between administrator and counselor prior to change of assignment from day to night

duties or one campus to another involving more than 1/4 time.

- F. Upon mutual agreement between the individual and the unit administrator, full-time tenured faculty members may substitute Summer Quarter for a customary Fall, Winter, or Spring Quarter. In such instances, employment will be guaranteed for the Summer Quarter regardless of enrollment. Pay for such purposes shall be based upon the applicable rate during the quarter for which Summer is being substituted.

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

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

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

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

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

This Article includes two factors related to weekly workload and calculation of salary.

"Contact Hours" refers to the time spent in a classroom or lab or clinic. Full-time and part-time faculty teaching assignments will be based on Contact Hours, following the chart below. Contact hours shall continue to be used to calculate pro-rata and priority hire workload guarantees.

"Program Hours" refers to the baseline hours of a full-time work assignment within a program. Program Hours are used to calculate

faculty workload for compensation purposes and have been set to create pay equity for faculty serving in programs that have varying Contact Hours/classroom times.

During each year of this Agreement, workload equity changes will be implemented. The chart below indicates timeline and the programs affected by the workload improvements.

Class size is established in the development or revision of master course outlines. The faculty-driven curriculum committee is responsible for the approval process. The campus Vice President for Instruction makes the final approval decision for the course and class size.

The weekly workload shall consist of assignment of student contact hours for each faculty. With the concurrence of the individual faculty, maximum weekly contact hours may be averaged on an annual basis. This agreement to annualize must be reached prior to the beginning of Fall quarter to use averaging for the upcoming academic year. Maximum weekly contact hours does not include professional obligations (see 6.8A and B).

Full-time faculty are eligible for moonlight assignments after meeting the listed Program hours in the chart below.

Full-time faculty who are required to maintain over fifteen (15) contact hours per quarter, whose pay may be capped at fifteen (15) program hours per quarter plus a maximum of another 33% additional moonlight assignment per quarter. Any additional moonlight assignments will be paid for hours assigned beyond the required quarterly contact hours. Faculty in these types of programs shall have their non-instructional duties reduced by up to five (5) hours per week they are required to spend in the classroom (or, if mutually agreed upon with the unit administrator, faculty may receive an additional stipend to perform these non-instructional duties). Part-time faculty pay within these programs shall be calculated based on fifteen (15) Program Hours.

Effective January 4, 2021

Type of Instruction	Contact Hours	Program Hours
General Lecture <ul style="list-style-type: none"> • no more than three (3) composition classes within the 15-hour workload • ESL and ABE classes numbered 080 and higher 	15	15

Laboratories:		
a. Science	15-18 (see note a)	15
b. Physical education, art, music and drama	15-18	15-18
c. Business and Commerce, Health/Medical, Home and Family Education, mixed lecture and lab	18-20	18-20
d. Engineering Technologies, mixed lecture lab	18-20	18-20 unless "high demand" 15 "high demand"
e. Nursing (Except for Certified Nursing Assistant programs)	15	15
Trade and Industrial occupation and shops Certified Nursing Assistant programs	25 (see note b)	25 unless "high demand" 15 for "high demand"
a. Special Programs (e.g., ABE & ESL; this excludes ESL and ABE classes numbered 080 and higher. (see a above)	18	18
b. IEP	20	20
f. Clinical Assignments Nursing	25-30 15	15
g. Counselors, Librarians, Catalogers and non-teaching personnel	30	30

Effective Summer Quarter, 2021

Type of Instruction	Contact Hours	Program Hours
General Lecture <ul style="list-style-type: none"> no more than three (3) composition classes within the 15-hour workload ESL and ABE classes numbered 080 and higher 	15	15
Laboratories:		
f. Science	15-18 (see note a)	15

g. physical education, art, music and drama	15-18	15
h. Business and Commerce, Health/Medical, Home and Family Education, mixed lecture and lab	18-20	18-20
i. Engineering Technologies, mixed lecture lab	18-20	18-20 unless "high demand" 15 "high demand"
j. Nursing (Except for Certified Nursing Assistant programs)	15	15
Trade and Industrial occupation and shops Certified Nursing Assistant programs	25 (see note b)	25 unless "high demand" 15 for "high demand"
d. Special Programs (e.g., ABE & ESL, IEP)	15	15
e. Clinical Assignments Nursing	25-30 15	15
f. Counselors, Librarians, Catalogers and non-teaching personnel	30	30

Effective Summer Quarter, 2022

Type of Instruction	Contact Hours	Program Hours
General Lecture <ul style="list-style-type: none"> no more than three (3) composition classes within the 15-hour workload ESL and ABE classes numbered 080 and higher 	15	15
Laboratories:		
k. Science	15-18	15
l. physical education, art, music and drama	15-18	15
m. Business and Commerce, d. Health/Medical, Home and Family Education, mixed lecture and lab	18-20	18-20

n. Engineering Technologies, mixed lecture lab	18-20	15
o. Nursing (Except for Certified Nursing Assistant programs)	15	15
Trade and Industrial occupation and shops	25 (see note b)	15
Certified Nursing Assistant programs	25	15
d. Special Programs (e.g., ABE & ESL, IEP)	15	15
e. Clinical Assignments Nursing	25-30 15	15
f. Counselors, Librarians, Catalogers and non-teaching personnel	30	30

Effective Summer Quarter, 2023

Type of Instruction	Contact Hours	Program Hours
General Lecture <ul style="list-style-type: none"> no more than three (3) composition classes within the 15-hour workload ESL and ABE classes number 080 and higher 	15-18	15
Laboratories:		
p. Science	15-18	15
q. Physical education, art, music and drama	15-18	15
r. Business and Commerce, Health/Medical, Home and Family Education, mixed lecture and lab	18-20	15
s. Engineering Technologies, mixed lecture lab	18-20	15
t. Nursing (Except for Certified Nursing Assistant programs)	15	15
Trade and Industrial occupation and shops	25	15 (see note b)
Certified Nursing Assistant programs	25	15
d. Special Programs (e.g.,	15	15

ABE & ESL, IEP		
e. Clinical Assignments Nursing	25-30 15	15
f. Counselors, Librarians, Catalogers and non- teaching personnel	30	30

Notes:

- a. Any combination not to exceed eighteen (18), provided, however, not more than twelve (12) lecture credits may be assigned without the concurrence of the faculty member.
- b. Vocational faculty in block instructional programs shall receive a minimum of a 15-minute break per day which is a part of the twenty-five (25) contact hour load.
- c. Justice Involved Solutions will be included in the “Professional Technical” category, known as the Trade and Industrial Occupations & Shops category for workload equity changes.

11.4 Office Hours.

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

These hours must be posted by each faculty member for accessible student viewing. For fully face to face classes, the faculty member may post their office hours on their physical office door on campus. For remotely taught and hybrid courses, faculty may post the “drop in” times and instructions for scheduling an appointment within the course’s learning management system shell in prominent manner.

Remotely taught courses office hours may be completed fully online using any combination of zoom, telephone or other remote communication. Office hours can be managed by appointment and through scheduled “drop in” set times during the week. Faculty will schedule at least 25% of their office hour requirements as ‘drop in’ time. Faculty may place limits on their availability and response times, outside of set office hours, such as “I will respond to your

inquiries within twenty-four (24) hours Monday through Friday” for full-time faculty. Part-time faculty are not required to schedule office hours but must be available to students outside of class time for consultation.

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

11.6 Course Cancellation.

A. The following factors will be considered in determining whether classes in certificate or degree programs will be canceled. It shall be the responsibility of the administration to evaluate these general factors in arriving at a class cancellation decision.

- Established state student/faculty ratios
- Status of FTE generation on a campus-wide basis for certificate/degree programs
- Status of FTE generation on a district-wide basis for certificate/degree programs
- Status of assigned FTE, district-wide, annualized (including projections of applicable, e.g., Fall, Winter)
- Effect on morale of students and faculty
- Budgetary implications
- Feasibility of offering new sections of already-filled or nearly-filled courses

B. In applying the above, additional evaluation shall be given to ensure:

1. That strong consideration be given to the continuation of:
 - a. required courses,
 - b. sequential courses, and
 - c. infrequently offered courses.
2. That a balanced, in-depth, convenient schedule of offerings be maintained to the extent possible.
3. That full-time faculty whose classes are canceled will be

reassigned to another class to make up that portion of their contractual load. Alternate non-instructional duties may be assigned upon mutual agreement between the faculty member and the unit administrator.

4. That classes taught by part-time faculty and extra classes taught by contract faculty (those classes taught in addition to an assigned workload/contract assigned workload) which are canceled shall result in no remuneration or pay or assignment to the faculty whose class is canceled other than for those class hours met prior to cancellation (except as provided in Article 10.4).
 5. That the earliest possible communication with affected faculty is made relative to the potential or actual need to cancel a class.
- C. Following judicious analysis and consideration of the above factors and the recommendations made by faculty through their administrative unit, the administration will determine which classes will be canceled.

11.7 Evaluation of Administrators: Annual Evaluations for administrators with responsibility for instruction will include an opportunity for the faculty within the unit, division, or college to provide anonymous performance feedback. Evaluations will be distributed to faculty no later than the fifth (5th) week of Spring quarter annually. College administration and/or HR Employee Services will oversee the evaluation process, evaluation content, and all other matters related to the evaluation of administrators. Faculty may make suggestions regarding the evaluation tool to the District Faculty Shared Governance Committee who may provide input on the evaluation tool.

11.8 Clustered and Combined Classes

- A. Clustered classes: Classes with similar discipline content may be clustered for the purpose of grouping enrollments together under a single course in a particular quarter, provided there is agreement from the faculty of record and the class capacity is not exceeded. The maximum enrollment for the cluster will be that of the smaller of the classes, as listed in the Master Course Outline. These classes will be called a clustered class. For all purposes except the specific teaching assignment of a particular "clustered" course, faculty workload and related professional obligations shall be based upon the individual course contact hours.

- B. A special task force with an equal number of faculty and administration will be formed to define clustered classes and determine additional compensation, if any. The task force will finalize their work no later than the end of Winter Quarter 2022; any retroactive payments will be effective Fall Quarter 2021.
- C. Combined classes: the colleges will not combine sections of the same class that have different modes of instruction.

11.9 Independent Study

Independent study is an assignment in which a faculty member works with a student to complete a special project for a specified number of credits, which is approved by the Unit Administrator. The faculty member advises the student in the design and execution of the project and evaluates the final product. Independent study is not used to replicate course content, to run a low-enrolled class, or to designate that a student is completing only partial credits in a regular course.

The method of compensation for independent study assignments is referenced in Appendix B.5.F.

11.10 Prior Learning Assessment (PLA)

Prior Learning Assessment (PLA) as the process used to evaluate previous life experience for academic credit. Prior Learning Assessment is accomplished through Standardized Tests, Credit by Examinations, Portfolio Reviews, and Crosswalks between work-based learning and college courses. The method for compensation for Prior Learning Assessment is referenced in Appendix B.5.G.

ARTICLE 12 -- POLICY DEVELOPMENT AND IMPLEMENTATION

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

12.2 District and Campus Joint Committees.

- A. A joint committee is a committee that is initiated by any administrator above the level of unit administrator, has been approved by the Chancellor/President or designee, and includes

administrators and faculty.

1. A District-wide joint committee is a committee that is initiated by a vice chancellor (including a president in his/her role as vice chancellor) or the Chancellor, and includes administrators and faculty. In addition, other joint committees, including ad hoc joint committees, may be formed by written agreement between the administration and AFT President. The SCD will provide the AFT president with written notification of the intent to establish any new District-wide joint committee.

Joint committees operating at the District level include:

PLC – Professional Leave Committee (see Article 14.2)

CGC – Curriculum Grants Committee (see Article 14.2)

FDAC – Faculty Development Advisory Committee (see Article 14.2)

DDLC – District Distance Learning Committee (see Article 14.2)

FDIC – Faculty Diversity and Inclusion Committee (see Article 12.2.H)

IIC – Instructional Innovations Committee (see Article 13.4)

DFSGC – District Faculty Shared Governance Committee (see Article 12.2.I)

- B. Faculty members on the PLC, CGC, FDAC, DDLC, FDIC, IIC and DFSGC will be named by the AFT.
- C. The membership makeup of the PLC, CGC, DDLC, and FDIC will be four faculty and four administrators. The membership of the FDAC will be nine faculty and three administrators. Membership of the IIC will be 5 faculty (1 per campus + 2 at large) and 3 administrators. The membership of the DFSGC will be composed of up to 6 faculty members and up to 6 administrators.
- D. A record of committee membership will be maintained at the District Human Resource Office with a copy supplied to the AFT president.
- E. The AFT President or designee and the District Chief Human Resources Officer or designee may attend any of the above committee meetings in an ex-officio capacity.

- F. Committee minutes, recommendations and reports of District-wide joint committees will be sent to the District chancellor and the AFT concurrently. The District chancellor or designee shall explain to the committee the basis of decisions that are made pursuant to issues on which a committee has made a recommendation.

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

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

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

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

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

H. Faculty Diversity and Inclusion Committee

The District and the AFT share a mutual interest in hiring and retaining a diverse full-time and part-time faculty that reflects diversity of our students and our community. The District and the AFT are committed to increasing the numbers of faculty members in under-represented groups inclusive of, but not limited to, factors such as race, ethnicity, national origin, gender, gender identity, sexual orientation, veteran status and disability. The District and AFT seek to provide leadership and best practices in advertising faculty positions, conducting search committees, and supporting faculty who bring diversity to our colleges.

I. District Faculty Shared Governance Committee (DFSGC)

The District Faculty Shared Governance Committee (DFSGC) gives voice to faculty by allowing for maximum participation in district level

matters of importance to instruction, such as, long-term and short-term strategic planning, conducting research, deployment of financial and human resources, use of physical resources, accreditation, institutional policies, and enrollment management. An effective shared governance model includes sharing of information and access to executive leadership on a regular basis prior to decisions being made. The DFSGC will discuss items and provide input to the Vice Chancellor of Instruction on the areas outlined above. Recommendations of the committee will be seriously considered by the Vice Chancellor of Instruction and the Chancellor as appropriate.

12.3 Budget Development.

- A. Budgeting will include the participation of all budgetary units and all appropriate members of the College community. Budgeting process guidelines will be based upon generally accepted College and University Budgeting/Accounting Principles and not in conflict with Office of Financial Management and State Board for Community College Education requirements.
- B. The District chancellor will meet and confer with the DFSGC about the District budget prior to its submission to the Board of Trustees.

The District Chancellor or designee shall meet in November and in April with the DFSGC to review District budgetary matters. Opportunity for timely input regarding major District budgetary matters shall be provided prior to determination.

- C. The DFSGC will be provided with a copy of the approved initial annual budget and quarterly updates.

12.4 Performing Arts. The District will continue to fund a performing arts allocation for each year of this agreement at the level of \$10,000 for each campus, with the option to pool allocations across colleges or submit requests to the appropriate campus Vice President for a greater amount of funding to meet the needs of a specific request. Pooling or swapping these funds requires cross-college concurrence of the campuses involved. Concurrence can be granted by vote of all Performing Arts faculty at a campus to pool or swap funds with another campus based on a particular proposal.

The Performing Arts faculty at each college are encouraged to form a committee of interested faculty for the purpose of deciding how to best use these funds. The process for pooling funds between the campuses shall be administered by faculty currently teaching in the performing arts (whether PF or FT) through a process developed

and administered independently at each college. Faculty from one college that wish to request funds from another college's annual allocation of performing arts funds shall submit a written request to the performing arts faculty of the college(s) that they wish to apply for funds prior to the start of Spring Quarter in the year before the funds are available. (ie., If Central Performing Arts faculty wish to apply for funds from South's allocation during the 2021-22 academic year, the request for those funds must be presented to South's Performing Arts faculty prior to Spring 2021 quarter).

Each campus' Performing Arts faculty shall create its own process for evaluating all requests for use of its allocation of performing arts funds. This process shall include consideration of requests from other colleges to use its allocation. This process may include stipulations impacting future allocations upfront at the time the agreement is made (ie., In the example above, if South agrees to allow Central to use a portion of its allocation in the 2021-22 academic year, South can require Central to commit to "repaying" those funds from a future allocation of Central's funds).

These funds will be made available when faculty submit a written request for these funds to their Unit Administrator. The Unit Administrator will forward the request to the campus business office and appropriate Vice President using the typical purchasing approval process at each college. Requests that meet the spirit of this Article and are within the appropriate use of the source of funds will be approved until such time as the allocation has been spent for the fiscal year.

These funds shall be available for use in the following ways and may be used in additional ways through the approved process described above.

- Technology and Software associated with Performing Arts
- Stipends and Travel Reimbursement for Visiting Artists, tech support staff, etc.
- Stipends, Venue Costs and Equipment associated with Performing Arts Events (including but not limited to programs, video camera, videography, rental fees, etc.)
- Stipends for faculty coordination and planning related to Performing Arts Programs and Performing Art Events.

Performing Arts funds may be combined with other funding sources appropriate to the particular project or need without penalty to or reduction of the Performing Arts funding.

12.5 Hold Harmless Clause. The Board agrees that any

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

ARTICLE 13 -- CURRICULUM DEVELOPMENT

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

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

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

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

Upon approval of each project, a contractual agreement will be

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

Recommendations of the committee will be forwarded to the District chancellor for appropriate action.

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

13.4 New Instructional Innovations

Innovative instructional concepts with SCD and AFT Seattle agree are not currently covered in the AFT/SCD Agreement will be jointly developed as outlined here:

1. Faculty or Administration may initiate new instructional innovations.
2. Innovative instructional concepts will be submitted via application to the Instructional Innovations Committee. That committee will provide a written report to the Vice Chancellor of Instruction and Chancellor concerning the development of the concept.
3. AFT President will be informed of new instructional innovations prior to the formal development of workload, compensation, and working conditions.
4. Workload, compensation, and working conditions for the initial design and development of the innovation will be formalized in a written agreement between the appropriate unit administrator and faculty with AFT representation.
5. Workload, compensation and working conditions for the implementation of the instructional innovation will be jointly approved by SCD and the AFT Seattle.
6. Instructional Innovations will be jointly considered for inclusion in future Bargaining.

13.5 Ownership of Instructional Materials. Instructional materials developed under grants or stipends, by faculty for courses offered in the District may become the property of the District for District-wide use if the District and individual faculty negotiate a development contract describing compensation and ownership conditions before development work begins. The right to retain, release, sell, lease, copyright, or loan the material for other purposes is subject to negotiation between the District and the faculty which will result in an individual written agreement prior to use. Instructional material developed by faculty without a development contract describing

compensation and ownership conditions remain the property of the faculty. These rules apply to all instructional materials created regardless of whether they are stored on work computers or in other work programs such as an LMS (Learning Management System). This section is subject to applicable statutes as now or hereafter amended.

ARTICLE 14 -- PROFESSIONAL DEVELOPMENT

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

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

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

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

14.2 District Faculty Development Program Coordinator. The District agrees to provide one hundred percent (100%) release time to a full-time tenured faculty member to serve as the District Faculty Development Program Coordinator throughout the academic year, i.e., Fall, Winter and Spring Quarters. The District Faculty Development Program Coordinator shall be appointed for a two year

term by the chancellor through an open application process with recommendations of candidates made by the District Faculty Development Advisory Committee. This person shall facilitate communication among identified district faculty development committees and convene the District Faculty Development Advisory Committee. The District Faculty Development Program Coordinator also communicates, supports, and coordinates faculty development opportunities with SCD administrators and faculty throughout the district and on the individual campuses. In addition, the District Faculty Development Program Coordinator convenes the District Faculty Development Advisory Committee, attends the Professional Leave, Curriculum Grants and Distance or e-Learning Committee meetings and coordinates their activities through the committee chairs. This person also monitors budgets, coordinates grant processes, provides in-service education, and assists in the monitoring and revising the process used by students to evaluate instruction/instructors.

The District agrees to assign a support staff member throughout the calendar year at a workload of a minimum of 50% to assist the District Faculty Development Program Coordinator. The District also agrees to \$120,000 in funding for the District Faculty Development Program of this amount \$60,000 will be allocated for EDI focused activities. Faculty development grants are approved by the chancellor through recommendations from the Faculty Development Advisory Committee.

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

 4. District Distance Learning Committee (DDLC)
DDLC funding, program development, and distribution of DDLC grants and awards are set by the District. The administrator responsible for distance e-Learning districtwide shall work with the District Faculty Development Program Coordinator in the planning and development of faculty training and grant opportunities for distance learning.

14.3 Tuition Waivers. In support of on-going professional and education development, tuition waivers will be provided to full-time faculty and faculty who work 50% or more on a "space available" basis for a registration fee according to RCW 28B.15.558 as now or hereafter amended.

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

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

14.6 Inclusion Advocate Training. Any faculty who is approved for and successfully completes Inclusion Advocate training shall receive \$40 per hour for such training.

14.7 Professional Development Responsibilities for all faculty. All faculty members are responsible to complete the following online training courses within six (6) months of their employment. Faculty shall be paid for taking this training using either release time or the current stipend rate. Part-time faculty members are also encouraged to take such training during their faculty professional development days.

A. Title IX

B. FERPA

ARTICLE 15 -- GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Level Two: If no settlement is reached at Level One, the written grievance may be submitted to the District Chancellor or designee by the AFT. Receipt of the grievance shall be acknowledged in writing. The grievance must be filed within fifteen (15) calendar days after the Level One answer is received. The grievant(s) and the AFT representative shall be present at any meeting called to consider the grievance at Level Two. Additional investigatory measures may be utilized by the District at this level. The District chancellor or designee shall serve the Level Two answer on the AFT representative within twenty (20) calendar days of the Level Two filing. The representative shall acknowledge service by signing and

dating the District's copy. If the answer does not grant the remedy requested, the Chancellor (or designee) shall include the reasons.

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

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

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

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

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

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

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

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

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

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

ARTICLE 16 – eLEARNING

16.1 Definition. An eLearning course is any course offered by the District where instruction is displaced from the physical classroom using electronic means to substitute face-to-face instruction time/contact hours. These could include, but are not limited to fully online, hybrid, or FLEX modalities of teaching.

16.2 Workload.

- A. eLearning courses in Faculty Workload: No faculty member shall be required to teach an eLearning course(s) as part of their load, unless it becomes necessary for a full-time or part-time priority-hiring list faculty to fill their workload. With the approval of their Unit Administrator, (and including the consideration of Articles 6.8 and 11.4), full-time faculty may be allowed to maintain a full-time load teaching eLearning courses.
- B. If it becomes necessary for a full-time or part-time priority-hiring-list faculty member to teach an eLearning course in order to meet a full-time load requirement or a part-time priority-hiring-list assignment, the District will provide professional development in conducting eLearning courses for that particular modality upon the first assignment of such a course. In the event of a change in the District-supported learning management system (LMS), the District will provide training and continued support for all faculty.
- C. Class size: The class capacity, also known as class size, for eLearning courses shall be no more than thirty (30) students or the Master Course Outline class capacity, whichever is fewer.
- D. Class schedule: eLearning courses shall be scheduled in the same manner as non-eLearning classes offered by the college.

16.3 Evaluation. The evaluation process of eLearning courses shall follow that defined in Article 6.10. Faculty and student privacy shall be protected and respected. No observation or monitoring of student-student or faculty-student interaction shall take place without prior notification. Observations or monitoring will involve mutually agreed-upon parameters (for example specific modules, determined time) between the faculty and the unit administrator.

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

ARTICLE 17 -- AGREEMENT CONDITIONS AND DURATION

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

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

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

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

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

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

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

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

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

17.9 Re-openers. The parties agree that the salary provisions of this Agreement shall be reopened at the request of either party any time additional funds become available that are eligible to be used for faculty salary increases.

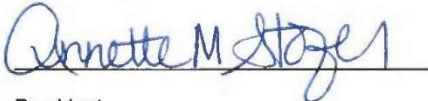
For the 2020-2023 Agreement, wage re-openers in years two and three, shall be at the request of AFT Seattle . This is not contingent upon the availability of additional funds.

17.10 Bargaining on a Successor Agreement. The parties agree to commence bargaining for a successor agreement on or about January 1, 2023, at a time and place mutually convenient to the parties. The first meeting shall consist of an exchange of complete proposals or a complete list of issues and some interests statements relating to each issue, and discussion of the procedures to be followed during bargaining. Other negotiation procedures are detailed in Appendix J.

17.11 Duration. The previous Agreement was dated July 1, 2017– June 30, 2020, and extended until March 31, 2021. Negotiations having been conducted from Winter Quarter, 2020, to Winter Quarter, 2021, this Agreement, including all appendices referenced herein, shall become effective July 1, 2020 and shall remain in effect until the close of June 30, 2023.

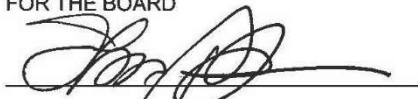
SIGNED this 16th day of August, 2021, at Seattle Washington

FOR THE AFT

A handwritten signature in blue ink that reads "Annette M. Stojer". The signature is written in a cursive style and is positioned above a horizontal line.

President,
American Federation of Teachers, Seattle Colleges

FOR THE BOARD

A handwritten signature in black ink, which is highly stylized and difficult to decipher. It is positioned above a horizontal line.

Chancellor, Secretary,
Seattle College Board of Trustees

APPENDIX A - FACULTY SALARY PROVISIONS

A.1 Full-Time Faculty Salary Schedule Annual Amount (effective June 26, 2017)

Note: This salary placement schedule starts at step 9 = \$68,542 annually. Step designations are now intended for administrative purposes only. Although step designations will not change, salary amounts will change contingent upon amount of COLA allocations and earning increments. Now: Increments ≠ steps; Increments = \$.

The FT faculty salary placement schedule is:

2020-2021 Initial Placement/ Prorata Faculty Salary Ranges Effective July 1, 2021	
Full -Time (Annually) adjusted for 1.7% increase	
STEP	SALARY
9	\$68,542
For Competitive Reasons	
10	\$69,628
11	\$70,713
12	\$71,801
13	\$72,884
14	\$73,972
15	\$75,055
16	\$76,144
17	\$77,231
18	\$78,314
19	\$79,402
20	\$80,488
21	\$81,577
22	\$82,662
23	\$83,747
24	\$88,974
25	\$94,201
26	\$99,429
27	\$104,656
28	\$109,883

NOTES:

1. Does not include any type of Increment or Stipend pay
2. The salary reflects the 1.7% COLA.
3. Steps 24 -28 shall be designated as available for Nursing

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

is as follows:

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

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

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

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

A.3 Advancement.

There are three (3) ways to increase annual full-time salaries:

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

This upcoming year's EEDP and previous year's report on EEDP activities are due to the unit administrator by June 30, of each year; for faculty hired after spring quarter development day, the upcoming year's EEDP is due October 30.

If revisions need to be made to an EEDP turned in by June 30, the due date for revisions is October 30.

Upon the successful completion of the activities listed in the EEDP, faculty will earn a share of increment funding.

“Successful completion” will be determined by the unit administrator. UA will meet with a faculty member who requests a consultation. Annual increases on this model will be assumed if the faculty member is not informed otherwise by the appropriate unit administrator by July 15.

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

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

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

The total increment funding shall be divided by the total number of District state-funded full-time faculty who have submitted their EEPD report; this amount will be added to the base salary of eligible non-state-funded faculty (such as, but not limited to, IEL, TRIO and grant-funded. These funds do not originate from the increment funding).

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

- B. COLA. FT faculty will receive Cost of Living Allocation (added to base salary) equal to that allocated by the state. Distribution of the COLA is applied as an equal percentage increase across the salary schedule each year funds are allocated by the state.
- C. Promotional Increases:
 - 1. When a faculty member attains tenure faculty status, \$1,500 will be added, permanently, to the annual salary, beginning Fall quarter of the year following tenure..
 - 2. Starting in the 2007-2008 academic year, \$1,000 will be added, permanently, to the annual salary of all FT faculty members who have ten (10) years of FT service and who agree to be mentors. Faculty members who attain ten (10) years of service in subsequent years and who agree to be mentors will all receive the \$1,000 increase beginning Fall Quarter of the following year. The \$1,000 increase will be for peer mentoring.

3. FT faculty members who choose not to be a mentor upon eligibility according to paragraph (2) above shall have the option to be a mentor in subsequent years.
4. .
When a full-time faculty member earns an additional, more advanced degree or credential in their discipline, they will be moved to the next salary step. Additional degree shall include earning a bachelor, master, PhD. The faculty member will submit to the Unit Administrator official transcripts from the educational institution verifying that they have earned a new degree. In the case of a non-degree professional credential that is industry recognized, faculty must provide documentation of at least 1,000 hours of professional training to be moved to the next salary step. The salary increase will become effective at the start of the next quarter taught.

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

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

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

A.6 Lump Sum Payment

- A. One time lump sum payment of \$2,500, due July, 2021, for the 2020-2023 contract.

APPENDIX B - PART-TIME SALARY PROVISIONS

B.1. Part-time Salary Schedule.

All faculty with part-time teaching assignments will be placed into one of the following salary schedules.

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

General Part-time Faculty Base Quarterly Salary Schedule

Part Time Faculty Salary Schedule

Includes 1.7% increase effective July , 2021

		P1 General				
GENERAL		A	B	C	D	E
P1	1	16909	17042	17412	17626	17719
	2	17879	18212	18401	18818	18893
	3	19097	19179	19563	19752	20237
	4	20425	20572	20916	21105	21274
	5	21587	21775	22023	22302	22613
	6	23115	23426	23687	23948	24210
	7	24471	24732	24994	25255	25325

6A - 7E available for Nursing

		P2 High Demand				
P2		1	2	3	4	5
	1	20290	20450	20894	21151	21263
	2	21455	21855	22081	22581	22671
	3	22917	23014	23476	23703	24285
	4	24511	24686	25099	25326	25528
	5	25904	26130	26428	26762	27136
	6	27738	28111	28424	28738	29052
	7	29365	29679	29993	30306	30390

		P3 - IEL				
P3		1	2	3	4	5
IEL	1	15065	15186	15515	15706	15788
	2	15930	16227	16395	16767	16833
	3	17016	17088	17431	17598	18031
	4	18198	18329	18637	18804	18955
	5	19234	19402	19623	19871	20148
	6	20596	20596	20596	20596	20596

For all part-time faculty, each quarter's salary will be calculated by multiplying the quarterly percentage workload by the quarterly base

salary at the appropriate salary step and cluster listed above. For example, a 50% workload at Step 2, Cluster C would result in a quarterly salary of \$15,330 * 0.50 = \$7,665.00.

Qualifying non-instructional duties will generally fall under Article 4.6 (faculty program coordinators) or Article 6.8.B (additional obligations). Non-instructional duties will be paid at the stipend rate (Article 4.6).

A. Intensive English Language Programs

Part-time faculty teaching in IEL will be placed on the same step and cluster as the General Part-time Faculty Schedule. However, since IEL faculty teach a ten (10) week quarter, the salary rate has been adjusted accordingly (salary step from General PT Salary Schedule in B.1 x 89.1%).(49 days per IEL quarter/55 days per academic quarter)

IEL Salary Schedule

(effective July, 1, 2021. Includes 1.7% COLA, see page 100)

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

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

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

Initial placement for any part-time faculty will not be made higher than Step 3 except in instances where such placement is necessary for competitive reasons. Placement on the part-time salary schedule shall be in accordance with the following:

- A. Initial Placement at Step 1. Minimum qualifications for placement in Step 1 shall be a master's degree in the applicable instructional field or five (5) years educational preparation and/or qualification for the appropriate vocational, and/or professional/technical certificate. It is understood that the District may waive minimum qualifications for initial placement on the part-time salary schedule where program needs dictate (e.g., special programs such as ESL).
- B. Initial Placement at Step 2. For initial placement at Step 2, part-time faculty will have either a doctoral degree or 3 years full-time equivalent related teaching experience at an accredited post-secondary educational institution. For vocational or

professional/technical programs, placement on Step 2 will be based upon advanced certifications, or 3 full-time equivalent years teaching the subject, or 5 years related work experience in the professional/technical or vocational field.

- C. Initial Placement at Step 3. Initial placement at Step 3 will be based upon possession of a doctoral degree AND 3 full-time equivalent years related teaching experience at an accredited post-secondary educational institution, or a master's degree and 7 years related teaching experience at an accredited post-secondary educational institution. For vocational or professional/technical programs, initial placement at Step 3 will be based on possession of advanced certification(s) and 3 years full-time equivalent teaching experience, or 7 years related work experience in the professional/technical or vocational field and 3 years teaching experience.
- D. Initial Placement Process. All new faculty will be evaluated for initial placement on the salary schedule within thirty (30) days of the beginning of their faculty appointment. Permanent placement will be contingent upon submission of required records and documentary evidence within ninety (90) days of employment. Thereafter, any changes made in salary placement as the result of records or documentation submitted after the permanent evaluation will not be retroactive.

B.3 Salary Schedule Advancement

The base salaries in each cluster within a step may be increased through COLA, turnover savings, increments, and additional educational attainment. Once placed in a cluster within a step, faculty do not move from cluster to cluster except as described in B.3.B below.

- A. Increments: All faculty paid from the part-time salary schedules during the year shall receive a share of the annual increment and turnover funding. Total funding available will be based on the District's part-time faculty turnover dollars in addition to increment funding from the state. All faculty on the part-time salary schedule will receive an equal distribution of these available funds added to their base salary, effective at the start of the next Fall quarter.
- B. Educational Attainment
When a part-time faculty member earns an additional, more advanced degree or credential in their discipline, they will be moved to the next salary step. Additional degree shall include earning a bachelor, master, PhD. The faculty member will

submit to the Unit Administrator official transcripts from the educational institution verifying that they have earned a new degree. In the case of a non-degree professional credential that is industry recognized, faculty must provide documentation of at least 1,000 hours of professional training to be moved to the next salary step. The salary increase will become effective at the start of the next quarter taught.

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

B.5 Additional Part-time Pay Stipulations:

- A. Full-time faculty who moonlight can request one new placement on the part-time salary schedule in accordance with the initial placement criteria in B.2. Thereafter, full-time moonlight and summer faculty will receive salary increases through increment/turnover and COLA.
- B. Librarians and counselors will be paid at the appropriate rate established for a 30-hour workload except when they are assigned to teach a class or workshop, in which case they will be paid according to the established workload as determined in Article 11.3.b.
- C. The method of compensation for faculty who are substituting will be a fixed hourly rate of \$55.00 multiplied by the number of contact hours up to a period equal to 20% of the course contact hours. For periods of replacement more than 20% of the course contact hours, compensation will be based on the substitute's current part-time faculty salary rate multiplied by the percent of full-time workload. Substitute or replacement hours for periods of less than eight weeks, or for a shorter period when the assignment equals that of a full quarterly load (see 4.1.b), for any one continuous assignment do not apply toward pro-rata pay.
- D. Calculations for Leave Without Pay will be based on the part-time hourly salary rate of \$55.00 multiplied by the number of contact hours up to a period equal to 20% of the course(s) contact hours. For periods of absence beyond 20% of the course(s) contact hours, reduction in pay will be based on the quarterly rate multiplied by the percent of full-time workload.

- E. Part-time faculty who participate in Development Days will be paid \$100 per each Development Day attended. (refer to Article 11.1.C.4)
- F. The method of compensation for Independent Study assignments for credit shall be at the rate of \$80 per credit.
- G. The method of compensation for Prior Learning Assessment for credit shall be as stated in the PLA Development and Assessment Agreement.



PLA DEVELOPMENT & ASSESSMENT: FACULTY AGREEMENT

FACULTY INFORMATION			
Faculty Name		EID	
Faculty Email		Phone	

COURSE INFORMATION			
Course ID		Credits	5
Title			

DEVELOPMENT WORK			
Pay Structure Based on Type and # of Course Credits	Credit-By-Exam	Portfolio Review	Per Crosswalk
	<input type="checkbox"/> \$55 (1-2 Credits) <input type="checkbox"/> \$110 (3-5 Credits) <input type="checkbox"/> \$220 (6-10 Credits) <input type="checkbox"/> \$330 (11-15 Credits)	<input type="checkbox"/> \$55 (1-2 Credits) <input type="checkbox"/> \$55 (3-5 Credits) <input type="checkbox"/> \$110 (6-10 Credits) <input type="checkbox"/> \$165 (11-15 Credits)	<input type="checkbox"/> \$165 (1-2 Credits) <input type="checkbox"/> \$220 (3-5 Credits) <input type="checkbox"/> \$440 (6-10 Credits) <input type="checkbox"/> \$660 (11-15 Credits)
Deliverables	Credit-By-Exam	Portfolio Review	Per Crosswalk
	<input type="checkbox"/> Completed Exam Information Sheet <input type="checkbox"/> Blank Exam (Word Document or Canvas) <input type="checkbox"/> Exam Grading Key	<input type="checkbox"/> Completed Portfolio Information Sheet <input type="checkbox"/> Assessment Rubric for Reviewing Portfolio in Alignment with Course Outcomes	<input type="checkbox"/> Completed Crosswalk Information Sheet

ASSESSMENT WORK			
Pay Structure Based on Type and # of Course Credits	Credit-By-Exam	Portfolio Review	Per Crosswalk
	<input type="checkbox"/> \$27.50 (1-2 Credits) <input type="checkbox"/> \$55 (3-5 Credits) <input type="checkbox"/> \$110 (6-10 Credits) <input type="checkbox"/> \$165 (11-15 Credits)	<input type="checkbox"/> \$82.50 (1-2 Credits) <input type="checkbox"/> \$165 (3-5 Credits) <input type="checkbox"/> \$330 (6-10 Credits) <input type="checkbox"/> \$495 (11-15 Credits)	<input type="checkbox"/> \$0 (1-2 Credits) <input type="checkbox"/> \$0 (3-5 Credits) <input type="checkbox"/> \$0 more than 5 credits
Deliverables	Credit-By-Exam	Portfolio Review	Per Crosswalk
	<input type="checkbox"/> Graded Exam w/Supporting Materials <input type="checkbox"/> Completed PLA Credit-By-Exam Process Form w/determined GPA.	<input type="checkbox"/> Completed Portfolio Rubric w/GPA Determination, Comments, & Supplemental Materials. <input type="checkbox"/> Completed PLA Portfolio Review Process Form w/determined GPA.	<input type="checkbox"/> No faculty work required. Dean to certify credentials presented by student

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

B.7 Lump Sum Payment

- A. A.. For part-time faculty one time lump sum payment of \$1,667 due July, 2021, who taught 13% (roughly 2 credits) or more in winter, spring or summer 2021, for the 2020-2023 contract.

APPENDIX C - INSTRUCTIONAL CALENDAR

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

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

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

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

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

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

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

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

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

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

The holiday will be the observed Memorial Day.

C.4 Summer Quarter.

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

The holiday will be the observed July 4th holiday.

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

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

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

D.2 Classification of Academic Employees Under Program Units.

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

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

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

D.3 Classification and Assignment Disputes.

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

4. The basis for the claims in sub-section (3).
- C. The Joint Committee shall decide the dispute expeditiously and informally, and inform the affected academic employee in writing of its decision. If the Joint Committee does not reach a majority decision, the final decision will be made by the District Chancellor, subject only to review by the hearing examiner in the event that the academic employee is terminated pursuant to RCW 28B.50.873 and requests a hearing under its provisions.
- D. The affected academic employee may, within fifteen (15) days of receipt of a majority decision of the Joint Committee, appeal that decision in writing to the District president, whose decision shall be final, subject only to review by the hearing examiner in the event that the academic employee is terminated pursuant to RCW 28B.50.873 and requests a hearing under its provisions.

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

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

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

- A. The District Chancellor shall determine the extent of budget reduction for the District Office and each of the three campuses necessitated by the financial emergency and shall provide the AFT with appropriate information on the budget and planned

reductions at both district and campus steps. The AFT will be consulted concerning any proposed modification in applying the District allocation model.

1. The District Chancellor, after consultation with the AFT president, shall determine the number of academic employees to be terminated within each program unit of the District Office.
 2. The appropriate campus president, after consultation with the campus AFT vice presidents, shall determine the number of academic employees to be terminated within each program unit at each respective campus.
- B. Specific academic employees within each affected program unit shall be selected for termination on the basis of seniority, the academic employee with the least seniority in the affected program unit being first selected for termination.
- C. If an employee's position is eliminated under the application of this procedure, that employee shall have the right of retention in the other program units in which they are included in accordance with this procedure.
- D. With respect to the application of seniority as applied in Section 8.1.j or in case of a fiscal emergency as declared by the State Board for Community and Technical Colleges, such application shall be applied without respect to race, sex, color, ethnicity, or national origin; however, the Annual Hiring Plan (Article 6.6) and goals are themselves not in conflict with the law and shall be maintained (though not binding). Comparison of actual employment data with plans and goals may reveal barriers to equal opportunity or the need to increase outreach and recruitment efforts.

D.6 Recall Rights.

- A. Previously laid-off tenured faculty who qualify shall be hired in order of seniority for any like District-wide faculty position for which they lost their tenure, provided application for such position is made within twenty-four (24) calendar months of last termination date, and further provided that appointment tenure will be restored automatically.
- B. In the event that any programs or sub-programs are eliminated in accordance with this procedure, they shall promptly be deleted from Attachment A. Should any new programs or sub-programs, not listed on Attachment A, be created, they shall

promptly be added as new additions to Attachment A, and all academic employees who have been terminated by a reduction-in-force, and who still retain recall rights, shall be included in new program units for which they are qualified according to the provisions of D.2 above.

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

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

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

ATTACHMENT A (To Appendix D)

INDEX OF PROGRAM UNITS

<u>Symbol</u>	<u>Program/Sub-Program</u>
ABE	Adult Basic Education/GED Communications Skills Math Skills GED Communications Skills GED Math Skills High School Completion
ABS	Applied Behavioral Sciences
ACC	Transfer Professional-Technical Education
ADS	Apparel Design and Services
AHE	Allied Health Education Basic Medical Reception
AMA (AHM)	Medical Assistant Clinical Lab Assisting Medical Transcription
AME	American Ethnic Studies
AMT	Aviation Maintenance Technology
ANT	Anthropology
APD	Application Development
ART	Art
ASL	American Sign Language
AUT	Automotive Automotive and Diesel Technology Auto Body Auto Mechanic
BSN	Bachelor of Nursing
BTC	Biotechnology
BUS	Business and Accounting Business Business Information Technology International Business
CCE	Early Childhood Care and Education
CFS	Child and Family Studies
CHI	Chinese
COS	Cosmetology (Belongs to SVI)
COU	Counseling
CSC	Computer Science – Transfer Courses
CTN	Computer Technology
DES	Graphic Design and Illustration
DHY	Dental Hygiene
DRA	Drama
DSN	Engineering Design Technology

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

	Software Testing
	Web Design
	Web Development
JPN	Japanese
LFS	Life Sciences
	Anatomy and Physiology
	Biology
	Botany
	Health
	Microbiology
	Nutrition
LHO	Landscape and Horticulture
LIB	Library Research
MAT	Mathematics
	Applied
	Developmental Math
	Mathematics
MGO	Marine Deck Technology
MTS	Marine Engineering
MUS	Music
	Choral
	Instrumental
NAC	Certified Nursing Assistant
NUR	Nursing
	Associate Degree Nursing
	Licensed Practical
PEC	Physical Education
PHA	Pharmacy Technician
PHI	Philosophy
	Applied
PHO	Photography/Commercial Photography
PHS	Physical Science
	Astronomy
	Chemistry
	Environmental Sciences
	Geology
	Meteorology
	Oceanography
	Physics
	Science
POL	Political Science
PSY	Psychology
	Applied
PTT	Professional Technical Education and Instructional Design
RCP	Respiratory Care
RES	Real Estate

SBS	Sustainable Building Science
SHS	Social and Human Services
SMG	Supervision and Management
SOC	Sociology
SPA	Spanish
SSC	Social Science
STT	Surgical Technology
TDR	Drafting
	Mechanical
	Architectural
WCO	Wood Construction
	Cabinetmaking and Fine Woodworking
	Carpentry
	Marine Carpentry
	Introduction to Professional Woodworking
WFT	Welding Fabrication Technology
VTN	Vietnamese

Seattle Vocational Institute

SVI/DA	Dental Assisting
SVI/MA	Medical Assisting
SVI/MA	Medical Administrative Assistant
SVI/PHL	Phlebotomy
SVI/COS	Cosmetology
SVI/CST	Computer Support Technician
PACT	Pre Apprentice Construction Training

APPENDIX E - ENHANCED HIRING OF FULL-TIME TENURED FACULTY

Both the SCD and AFT-Seattle, agree that maintaining a faculty workforce that has a majority full-time faculty is best for students, faculty, the colleges, and the district. To ensure that SCD maintains the shared goal of leading with full-time faculty in the classroom, on campus committees and maintaining shared governance, SCD agrees to maintain agreed upon full-time to part-time faculty ratios under this CBA. The FT/PT ratio shall be calculated based on the data dashboard hosted by the Washington State Board of Community and Technical Colleges for faculty FTE. The ratio shall include all full time and part time faculty at all campuses and the District. Teaching and non-teaching positions and moonlighting shall be included. This calculation will be made by September 1st each year and will be presented to the AFT at the Fall Agreement Management meeting.

- For the academic year beginning July 1, 2020, the FT:PT FTE ratio will be at least 55:45.
- For the academic year beginning July 1, 2021, the FT:PT FTE ratio will be at least 56:44.
- For the academic year beginning July 1, 2022, the FT:PT FTE ratio will be at least 57:43.

APPENDIX F - COMMUNITY AND CONTRACT SERVICE (CONTINUING EDUCATION) SALARY PLANS

F.1 Community Service /Continuing Education Courses.

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

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

- B. Tuition and Class Fees: Student tuition and fees for community service courses will be established by the president or his/her designee at each campus.
- C. Faculty Salary: Compensation for instructing community service classes will be negotiated as follows: (1) a minimum of \$25 per contact hour, or (2) a minimum of 45 percent of the actual student tuition collected (excluding special fees) instead of an hourly rate. A rate mutually agreeable to the college and the instructor may exceed these rates.

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

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

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

F.2 Contract Service Courses.

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

**APPENDIX G - SPECIAL PROVISIONS RELATING TO
SEATTLE VOCATIONAL INSTITUTE**

Current provisions for faculty at Seattle Vocational Institute shall be the same as those for other district faculty.

APPENDIX H - INTENSIVE ENGLISH PROGRAMS

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

The following provisions do not apply:

- A. Article 4 - SALARY AND RATES OF PAY [4.1, (except section B.4),4.3, & 4.8]
- B. Article 7 - TENURE PROVISIONS
- C. Article 8 – DISMISSAL (8.2, 8.3, 8.4, 8.5 & 8.6)
- D. Article 11 - OPERATIONAL POLICIES (11.1 (a, b, d, e) & 11.3)
- E. Article 13 - CURRICULUM DEVELOPMENT
- F. Article 14 - PROFESSIONAL DEVELOPMENT

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

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

H.2 Contract Year. The contract year will consist of 200 calendar days, or the equivalent, 10 of which will be non-instructional (including 3 development days, beginning Winter 2018). Fall, Winter and Spring Quarters will be ten (10) weeks long; Summer Quarter will be accelerated to eight (8) weeks. Holidays will be observed as established in the SCD Instructional Calendar (Appendix C).

H.3 Workload. The weekly workload for the regular college year will be fifteen (15) contact hours (100%). The weekly workload for Summer Quarter will be 12.5 contact hours for an eight (8) week quarter. Based on, but not limited to, individual faculty capabilities, considerations of student needs, facilities, budget, state guidelines and long-range plans, the unit administrator, in conjunction with the unit faculty who choose to be involved, shall cooperatively develop schedules of student load, class size, and all other matters relevant to classroom instruction.

The weekly workload shall consist of assignment of student contact hours for each faculty, and for Core faculty, five (5) office hours per week in Fall, Winter and Spring quarters. (see Article 11.4 Office Hours). With the concurrence of the individual faculty, maximum weekly contact hours may be averaged on an annual basis. Maximum weekly contact hours are not to be construed as a required total hourly assignment.

A Core faculty member may request a reduced workload and, if approved, will retain Core status. The appropriate administrator and the faculty member shall execute a written agreement setting forth the terms and conditions of the assignment, including the conditions, if any, under which the faculty member may return to full time employment.

In Summer Quarter, the weekly workload for Core faculty will be 12.5 contact hours for the eight (8) week quarter, the equivalent of 66.67% of a regular academic quarter.

H.4 Salary Placement of Intensive English Faculty Members

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

- A. "Core IEL faculty" are assigned 100% of a full normal weekly workload in each quarter during the regular college year, and 66.67% of a full normal weekly workload during summer quarter. Faculty in this category are paid according to the full-time salary schedule as set forth in Appendix A and Appendix H.6 of this Agreement. Summer quarter is not a supplemental quarter for Core Faculty. Assignments in excess of a 100% load during the regular college year or in excess of a 66.67% load in summer shall be paid according to the part-time schedule.
- B. "Temporary Full-time IEL faculty" are those non-Core faculty who are assigned 100% of a full normal weekly workload in an IEL program for a minimum of ten (10) weeks in a quarter during the regular college year, or for a shorter period when the assignment equals that of a full quarterly load. Faculty in this category use the full-time salary schedule in Appendix A, and are paid in accordance with Appendix H.6
- C. "Pro-rata part-time IEL faculty" are those who are assigned 76% to 99% of the normal weekly workload in an IEL program for a minimum of eight (8) weeks or the equivalent of eight weeks in a quarter during the regular college year or a period equal to a minimum of eight weeks during Summer quarter. Faculty in this category are paid according to the full-time salary schedule prorated at the percentage of a full-time load they are assigned.

- D. "Part-time IEL faculty" are those who do not meet the criteria for full-time faculty and who are assigned 75% or less of the normal weekly workload in an IEL program. Faculty in this category are paid in accordance with Appendix B. Part-time faculty will be eligible for priority hiring within this program based on Article 10.7.
- E. Hours taught in this program will not be used for calculation of weekly workload for pro-rata pay in other programs, nor will hours taught in other programs apply to this program.
- F. Such placement will be observed throughout their employment and as long as the program is operated by the District or any of its sub-units. Intensive English faculty members are automatically included in the collective bargaining unit during their period of employment.

H.5 Contract. Core faculty will be employed under a yearly contract and will be provided a written contract describing the terms and conditions of their employment with the District. Core faculty will perform the professional obligations of full-time faculty (Article 6.8). Upon appointment to a Core faculty position, new Core faculty are probationary, until the probationer has successfully completed the Core Faculty Status process as described in H.10.

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

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

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

materials and to discuss in detail the questions of non-renewal.

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

H.6 Salary Schedules, Placement and Advancement

- A. Core faculty salary schedule from Schedule A 1.
1. Salary Schedule, see Appendix A.1.
 2. Placement, see Appendix A.2.
 3. Advancement, see Appendix A.3.
- B. Calculation of Core salary for contract year.
1. Placement on Schedule A.1 will compensate Core faculty for 190 instructional days, or the equivalent, plus and additional seven (7) non-instructional days and three (3) development days.
For Fall, Winter and Spring, the weekly workload will be 15

hours per week (100%) for ten (10) weeks; for Summer, the weekly workload will be 12.5 hours per week (66.67%) for eight (8) weeks.

2. The 190 instructional days will be determined as follows:

Fall Quarter- 46 days

Winter Quarter - 47 days

Spring Quarter - 48 days

Summer Quarter - 49 days

Non-instructional days – 7 days

Development days – 3 days

3. Salary will be calculated as follows:

- a. Summer Quarter: 66.67% workload for 8 weeks

- b. Fall, Winter, and Spring Quarters: 100% workload for 33 weeks

*141 instructional days, 7 non-instructional days and 3 development days. Upon mutual agreement of a faculty member and the Unit Administrator, one or more non-instructional days may be assigned in Summer Quarter in order to meet program needs.

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

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

Fall Quarter - 46 instructional days + 1 DD + 3 NIDs

Winter Quarter - 47 instructional days + 1 DD + 2 NIDs

Spring Quarter - 48 instructional days + 1 DD + 2 NIDs

Summer Quarter - 49 instructional days or equivalent

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

- C. Part-time faculty salary, placement and advancement will follow Appendix B: Part-time Salary Provisions
- D. Non-instructional rate for professional faculty work shall be consistent with Article 4.7.

- E. Substitution: Pay for substitute faculty will follow Appendix B.5.c.
- F. When the Legislature appropriates an increase to the full-time salary schedule in Appendix A or the part-time salary schedule in Appendix B, the appropriate IEL salary schedule will be increased by the same percentage and effective at the same time.

Upon successful completion of the Core Status process, \$1,500 will be added permanently to the individual's base salary, beginning the next contract year following successful completion of the Core Status process as stated in H.10. This base salary increase will be in accordance with Appendix A.3 (c.1).

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

In the case of part-time Intensive English faculty, fringe benefits will accrue as for other part time faculty as described in Article 5.

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

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

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

Equitable Teaching

SCD and AFT are committed to anti-racist practices in faculty hiring and delivery of instruction. Equity-minded faculty become informed about the history of racism, patterns and structures that lead to systemic inequity, and the ways that these impact students. Equity-

mindedness requires faculty to assess their own biases, identities, and positionalities, revise curriculum, adjust teaching practices, and commit to the success of BIPOC students and other underrepresented community of students.

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

A. IEL Core Status Faculty (non-probationary)

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

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

To select two faculty members for the review committee, the faculty member and the Unit Administrator shall each prepare a list of three names, from which the two committee members shall be selected by mutual agreement. If no agreement is reached, the Campus Senate President for the AFT Seattle and the appropriate Vice President will each choose one member from the two lists.

- B. Probationary Core Faculty will follow those processes outlined in Appendix H.10.
- C. IEL Part-time (non-PHL) and Temporary Full-time faculty:
Part-time faculty and temporary full-time faculty not on the priority hiring list as defined in Section 10.7 shall provide the results of every quarterly student evaluation to the Unit Administrator. It is the intent of the SCD administration to conduct evaluations of non-priority faculty as early as possible in a faculty member's employment by an SCD instructional nit. Administrative evaluation should occur before the beginning of the fifth quarter within the nine (9) out of (12) quarter sequence outlined in Article 10.7a.
- D. IEL Priority Hire (PHL) Faculty
Results from quarterly student evaluations from one class per year will be given to the Unit Administrator. Every 3 years, each IEL PHL faculty member will have a comprehensive administrative evaluation of the faculty member's professional obligations as defined by Article 6.8, a review of student evaluations, a written self-evaluation by the faculty, and classroom observation by the unit administrator.

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

- A. Definitions As used in this Agreement,
 - 1. "Administrative Appointment" describes employment in a specific administrative position as determined by the appointing authority.
 - 2. "Appointing Authority" is the Board of Trustees of Seattle College District VI.
 - 3. "IEL Core Full-time Faculty Appointment" describes annually-contracted full-time employment as a teacher within an Intensive English program at any of the Seattle Colleges.
 - 4. "IEL Core Faculty Candidate Appointment" describes a probationary full-time faculty appointment for a period of time not to exceed twelve consecutive quarters including summer quarter and excluding approved leaves of absence. Core faculty candidates may be non-renewed without cause in accordance with the law and this

Agreement.

5. "Faculty Peer" describes Core status or tenured faculty member within the same trade or discipline, or a closely related discipline.
6. "Core faculty candidate" describes any individual holding a probationary Core faculty appointment.
7. "Core Faculty Status" describes a Core faculty full-time appointment that is renewable on an annual basis, subject to available funding, for an indefinite period of time which may be granted by the appointing authority after a three-year probationary period and may be revoked only for sufficient cause and by due process.
8. "Core Faculty Committee" or "Committee" describes a five-member review committee which is comprised of two (2) faculty representatives from the specific discipline or subject area and at least one (1) faculty representative from outside of the specific discipline or subject area, the Unit Administrator (dean or associate dean) and a student representative. The Committee shall have duties including but not limited to evaluation of each Candidate with regard to granting or withholding core faculty.
9. "Unit" describes a division or department consisting of six (6) or more individuals holding Core faculty appointments. In the event that such a unit does not exist, "Unit" shall mean a combined body of the most closely related trade or discipline until six (6) individuals holding faculty appointments are in the unit.

B. Core Status Review Committee Selection.

1. The Core Faculty Committee for each Candidate will consist of five (5) individuals, to include three (3) core faculty representatives. Every effort should be made to ensure that Core Faculty committees are diverse (see Article 12.2.H), that the Chair has had EDI/Implicit bias training prior to serving. If possible, the faculty representatives will be chosen from the specific discipline or subject area of the Candidate, but faculty representatives may be chosen from other disciplines subject areas. The fourth member of the committee will be the Unit Administrator, (VPSS, dean associate dean), who also will chair the Core Faculty Committee. The fifth member will be a student representative appointed by the Associated Student Body in accordance with procedures for such appointment established by the Student Body Government. The student may be a full-time or part-time student and, to the extent possible, shall be knowledgeable of the Candidate's discipline or field of specialty. The Candidate

will have the opportunity to state preferences for at least one of the members on their Core Faculty Committee.

2. Faculty representatives shall be selected by the faculty peers in the administrative unit acting as a body.
3. Core Status review committees shall serve as standing committees until such time as the candidate is either granted Core Faculty status or the appointment is non-renewed. Vacancies on the committees shall be filled in the same manner as the original appointment was made.

C. Functions of Core Status Review Committees

1. A Core Status review committee will be responsible for monitoring the performance of the candidate until they are granted Core Status or until the appointment is non-renewed. The Core Status review committee will observe the progress of the candidate for the purpose of recommending Core Status, extension of probation, or non-renewal. In the performance of this function, the committee may request information from other members of the administrative unit, from the candidate's students, and from supervisors relative to the probationer's performance of assigned duties.
2. The recommendations of any Core Status review committee may be referred for ratification to the Core Status members of the administrative unit. This procedure will also be used at the discretion of the committee or at the request of the Campus President.
3. The Core Status review committee for a candidate will be formed during the first quarter of probationary status.
4. Core Status Review Committees will not monitor or review a candidate during summer quarters.

D. Evaluation of a Core Faculty Candidate.

1. Evaluation of a Candidate may include quarterly student evaluations, student compliments, student complaints, classroom observation, peer evaluation, supervisory evaluation, self-evaluation, committee work, and curriculum design. The above components should demonstrate evidence of Equitable Teaching in a variety of forms. This evaluation must include performance against criteria established by the faculty/administrative unit and reviewed when a new Candidate is hired. If the unit does not establish criteria, the Unit Administrator may establish the necessary criteria for evaluation of a Candidate. The criteria must be reviewed and discussed by the Core Faculty

committee and may be revised to fit the needs of an individual Candidate by the agreement of the committee.

2. The Core Status review committee will be responsible for furnishing the candidate with appropriate performance criteria and objectives in written form, to include the methods of performance evaluation to be used. The committee will hold a minimum of one (1) quarterly review conference (excluding summers) with the candidate. The substance of these conferences will be recorded in written form and will be sent via administrative channels including the Unit Administrator, if appropriate, to the Vice-President or Campus President. Observed areas needing improvement should be put in writing and discussed in conference with the candidate as soon as possible. A professional improvement plan intended to address these areas must be developed and reviewed by the committee. Both the committee and the candidate must be aware that the primary purpose of the committee, in addition to monitoring and evaluation, is to assist the candidate in meeting the requirements of assigned duties and in fulfilling the objectives set by the committee.
3. As an indication that the candidate has knowledge of all probationary information, the written records of all conferences, reports, and evaluations will be disclosed to and signed by the candidate by the end of the quarter in which they are produced, or, if not available at that time, no later than the following quarter (excluding summers).
4. The Core Status review committee members will each arrange at least one (1) of the following per quarter (excluding summers) with candidates: a classroom observation, an evaluation of committee work, or an evaluation of the candidate's curriculum. These observations and evaluations will be recorded in written form as part of the candidate's evaluation materials.
5. Documents other than those produced or requested by members of the Core Status review committee will not be placed in the Core status record except by the agreement of the members of the committee. Candidates have the right to respond in writing for the record to any documents placed in their record. If complaints of substance that may affect the decision are brought to a committee meeting or to committee members, and the candidate has not been previously informed, a decision by the committee will be

deferred for at least two (2) working days to provide the candidate an opportunity to respond before a decision is made.

E. Core Status Review Committee Reports.

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

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

Administrator, if appropriate, or Vice-President through regular administrative channels. In addition, the Core Status review committee's recommendations for such probationary year will be discussed in conference with the candidate and the basis for the committee's recommendation explained to the candidate.

6. If the first- or second-year candidate disagrees with the Core Status Review Committee's or the Administration's recommendation, they shall be given the opportunity to present their case before the Campus President prior to the final action. If a third- or fourth-year candidate disagrees with the Core Status Review Committee's or the Administration's recommendation, they shall be given the opportunity to present their case before the Chancellor prior to final action.

Exclusion From the Grievance Procedure.

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

H.11 Seniority. For all such purposes as relevant, Intensive English faculty shall be placed on a District-wide faculty seniority list.

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

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

APPENDIX I - Telecourses and Self-Paced Courses

I.1 Scope. These modes of instruction include courses that have been approved through regular curriculum approval processes. They are designed to provide alternatives when a regular class is not an option, such as when enrollment is insufficient or available sections do not meet student scheduling needs. Course modes described in this section shall not be used alone to deliver complete degree or certificate programs. The following categories and definitions shall apply:

- A. Self-Paced Course: An instructor-facilitated course designed for open enrollment and study. Content and feedback is provided in an online course management system with limited or no instructor face-to-face time. Instructors are responsible for evaluating student assignments and examinations, but not for developing course content. Seminar courses are a variation of self-paced courses that include limited face-to-face time with instructor and quarterly enrollment. Self-paced courses are not competency-based education..
- B. Telecourse: A course designed for open enrollment and study and which uses videotapes, CD's, DVD's or other modalities of video / audio media, including cable television to deliver the course content limited or no face-to-face time with instructor.

I.2 Integration of Telecourse & Self-Paced Courses with other Agreement Provisions.

Contract provisions for Self-Paced Courses(I.1.A) and Telecourses (I.1. shall be the same except for the provisions described in the following sections.

- A. Faculty Salary
 - 1. Instructors responsible for students enrolled in a Self-Paced Course, a Seminar Course, or a Telecourse shall be paid at the base rate of \$26.66 per quarterly credit hour for each student enrolled. Instructors responsible for Seminar Courses will be compensated at an additional rate of \$63.34 per hour for face-to-face time.
 - 2. Payment for Self-Paced Courses, Seminar Courses, and Telecourses will be calculated based on total enrollment for the quarter and will be paid by the last pay date before the end of the quarter in which the student enrolled.

3. When the State Legislature appropriates an increase to the part-time faculty salary, the base rate for Self-Paced, Seminar, and Telecourse courses and the hourly rate for face-to-face time will be increased by the same percentage.

I.3. Workload.

- A. Self-Paced Course Study: Workload shall not be calculated as in Article 11.3 for purposes of eligibility for pro-rata pay or tenure. Enrollment will be tracked per student rather than per section. Enrollment shall not exceed 35 students per class except by agreement between faculty and the eLearning administrator.
- B. Telecourses: Workload shall not be calculated as in Article 11.3 for purposes of eligibility for pro-rata pay or tenure; however the following limits will be observed:
 1. Enrollment shall not exceed 35 students per class except by agreement between faculty and the eLearning administrator
 2. Full-time instructors may have one Telecourse Moonlight
 3. Part-time instructors with a 50% to 66 2/3% load in regular classes may be assigned no more than two Telecourses.
 4. Part-time instructors with a 25% but less than 50% load in regular classes may be assigned no more than three Telecourses.
 5. Part-time instructors with less than 25% of regular classes may be assigned no more than four Provisional Telecourses.

I.4 Priority Hire. Credit toward eligibility for the priority-hiring list will not accrue when teaching Self-Paced Courses, Seminar Courses, or Telecourses.

I.5 Course Development

- A. Instructors will be compensated for developing and revising courses in the self-paced and Telecourse modes. The need for new and revised courses will be determined by the eLearning program in conjunction with the relevant academic program's faculty and unit administrator.
- B. Compensation for course development shall be paid upon completion based on a rate of \$40 per hour for the following allotments of hours:
 1. New Course: 8 hours per credit
 2. Major Course Revisions: 4 hours per credit

3. Minor Course Revisions: 2 hours per credit

APPENDIX J - NEGOTIATIONS PROCEDURES

These procedures will govern collective bargaining negotiations between the Seattle College District and the AFT Seattle Community Colleges.

J.1 Negotiating Teams.

- A. Chief Negotiator: Chief negotiators shall be appointed by each party, and shall be the principal speakers for their respective constituents, both in and out of formal negotiations sessions. It is desirable that each party utilize the services of a professional negotiator, not an attorney, to act as chief negotiator; however, each party shall be free to select its own negotiator to minimize the costs for services.
- B. Team Composition: Each party shall limit the size of its team to six(6) members including legal advisors or professional negotiators.

J.2 Meetings.

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

J.3 Meeting Procedures.

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

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

J.4 Communications.

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

J.5 Ratification Procedures.

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

J.6 Mediation Procedures.

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

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Memorandum of Understanding
Seattle College District VI and the AFT-Seattle Local 1789

This Memorandum of Understanding amends the 2017-2020 bargained agreement by and between the Seattle College District VI and the AFT-Seattle, Local 1789 as follows:

1. Effective July 1, 2020, current provisions for faculty at Seattle Vocational Institute shall be the same as those for other district faculty.
2. The instructional year, including the number of work days, non-instructional days, and number of days in each quarter, will correspond to provisions outlined in Article 11.1. The quarterly start and end dates and observed holidays shall be the same as those for other campuses within the District.
3. The weekly workload for all SVI programs shall correspond to the weekly workload for related programs in the District as follows, based on provisions outlined in Article 11.3:
 - a. Dental Assisting- 18-20 contact hours [health medical/ mixed lecture-lab]
 - b. Medical Assisting- 18-20 contact hours [health medical/ mixed lecture-lab]
 - c. PACT- 25 contact hours [trade and industrial occupation and shops]
4. Part-time faculty will be paid off of the general part-time faculty salary schedule outlined in Appendix B.1. Previously, SVI part-time faculty were paid off a unique salary schedule because they had one additional day per quarter.
5. The district-wide list of program units will be amended so that SVI program units are no longer exclusive to SVI.
 - a. A new district-wide program unit called Dental Programs will be formed, with subunits as follows:
 - i. Dental Hygiene
 - ii. Dental Assisting
 - b. Medical Assisting faculty from SVI will be added to the existing district-wide Medical Assisting program (AMA/AHM) unit.
 - c. The Pre-Apprenticeship Construction Training program unit will become a subunit of the existing Wood Construction program unit.
 - d. SVI Faculty will be classified in their appropriate district-wide program unit(s) in accordance with Appendix D.2.
6. SVI faculty and other District faculty will henceforth have reciprocal rights to transfer or hiring priority in accordance with Article 6.5.A.5.

Seattle College District VI

Name: _____

Shouan Pan, Chancellor

Date: June 23, 2020

AFT-Seattle, Local 1789

Name: _____

Annette Stofer, President

Date: June 23, 2020

**Memorandum of Understanding
Between the Seattle Colleges District VI and AFT Seattle Local 1789**

This memorandum of understanding serves to define an agreement between the parties to establish the method of applying Nurse Educator funds (an earmark of \$1,527,501 for each of the 2020-21 and 2021-22 academic years for SCD) that were provided by the 2019 state legislature.

1. These terms shall be incorporated into the new collective bargaining agreement during the current contract negotiations.
2. Appendix A, Full Time Faculty Salary Schedule – Initial Placement Steps – shall be amended to add new steps 24-28 with an increment of \$5,000 per step. These steps shall be designated as available to faculty in a “High Demand Field.” For the purposes of this MOU, “High Demand Field” shall refer to all nursing faculty.
3. The pool of funds for Full Time Nursing Faculty base pay shall increase overall in the amount of 27% from its current level, with an effective date of July 1, 2019.
4. Individual Full Time Nursing Faculty shall be repositioned on the revised salary schedule (steps 26-28) based on their respective education and experience level. The guidelines for placement shall match those set forth in the current CBA, Attachment B, Section B.2 Initial Placement for Newly-Hired Part-Time Faculty, sections A., B. and C. Replacement onto the new salary steps will have an effective date of July 1, 2019.
5. Appendix B, Part Time Faculty Salary Schedule – General part time faculty base quarterly salary schedule shall be amended by revising base salaries in Step 6 B, C, D, and E, and by adding step 7 to accommodate an overall base pay increase for Part Time Nursing Faculty in the amount of 15%. These steps shall be designated as available to faculty in a “High Demand Field.” For the purposes of this MOU, “High Demand Field” shall refer to nursing faculty. Each part-time faculty member will be repositioned on the part-time salary schedule at the step and column that is 15% above their current salary placement.
6. The Part Time Faculty base pay increase shall be effective as of July 1, 2019.
7. All currently employed nursing faculty (both FT and PT) shall receive a one-time payment within 45 days of the execution of this MOU for retroactive pay reflecting the effective date of their pay raise.
8. A portion of these new funds shall be used for one PTF to FTF conversion during the 2019-2020 academic year and one additional PTF to FTF conversion during the 2020-2021 academic year. Conversions are of positions, not individuals.
9. A portion of these new funds shall be used add two new FTF during the 2020-2021 academic year.
10. A portion of these new funds shall be used to increase “released time” for nursing faculty to a minimum level of 50% of 1 FTE in the 2019-2020 academic year and 75% of 1 FTE in the 2020-2021 academic year. (In accordance with Article 4.6.D).
11. An allocation of \$40,000 per academic year shall be used for professional and or curriculum development by the nursing faculty. Administration of the funds will be

determined prior to the distribution of funds, and the funds will become available in Fall 2020. Nursing faculty will have access to District Faculty Development grant money only after exhausting their own funds, and only if there are funds still available after considering all of the requests from other eligible faculty.

12. An allocation of \$20,243 for the 2019-2020 academic year and \$20,850 for the 2020-2021 academic year to cover a 12% salary increase for the Nursing Dean position.
13. Beginning in the 2020-2021 academic year, an allocation of up to \$162,000 to pay a 100% portion of the salary to establish a new "associate dean of nursing" position.
14. An amount of ~\$66,000 shall be used to reduce contact hours for nursing lab and SIM (simulation labs) from 18 to 15 contact hours per week, effective Spring 2020 (Article 11.3.B.4). This change shall continue going forward unless mutually agreed to by the parties.
15. An amount of ~\$94,000 shall be used to reduce contact hours for nursing lab and SIM (simulation labs) from 18 to 15 contact hours per week, effective Fall 2020 (Article 11.3.B.4). This change shall continue going forward unless mutually agreed to by the parties.
16. All Nursing Faculty shall be excluded from sharing in "turnover funds" during the 2019-2020 and 2020-2021 academic years.
17. These funds shall be used to cover the "regional pay" and COLA awarded during 2018-19 from the State of Washington for nursing faculty. This change shall continue going forward unless mutually agreed to by the parties.
18. Should Washington State discontinue or reduce nursing faculty salaries, SCD shall be entitled to request to re-open negotiation on the matters described herein consistent with Article 17.9.

Signatures:

SCD Chancellor

Date

AFT Seattle President

Date

**Memorandum of Understanding
Between the Seattle Colleges District VI and AFT Seattle Local 1789**

This memorandum of understanding serves to define an agreement between the parties to establish norms around situations where administrators wish to teach as agreed during the Winter 2017 Agreement Management Meeting.

Minutes from the Winter 2017 Agreement Management Meeting state:

Administrators who teach. This happens routinely, but not frequently. Since administrators are not members of the bargaining unit, need to agree on a process for allowing them to teach legally. Administrators should not teach in their own unit to avoid conflict of interest. Need clear process for getting faculty & administration approval for an administrator's teaching assignment.


Decision: Add protocol to new contract or submit an MOU outlining the new protocol.

"Administrators" impacted by this MOU are defined by RCW 41.56.021 (1) as including:

- (a) *Executive employees, including all members of the governing board of each institution of higher education and related boards; all presidents and vice presidents; deans, directors, and chairs; and executive heads of major administrative or academic divisions;*
- (b) *Managers who perform any of the following functions:*
 - (i) *Formulate, develop, or establish institutional policy, or direct the work of an administrative unit;*
 - (ii) *Manage, administer, and control a program, including its physical, financial, or personnel resources;*
 - (iii) *Have substantial responsibility for human resources administration, legislative relations, public information, internal audits and investigations, or the preparation and administration of budgets;*
 - (iv) *Functionally is above the first level of supervision and exercises authority that is not merely routine or clerical in nature and requires the consistent use of independent judgment;*
- (c) *Employees who, in the regular course of their duties, act as a principal assistant, administrative assistant, or personal assistant to employees as defined by (a) of this subsection;*
- (d) *Confidential employees;*
- (e) *Employees who assist assistant attorneys general who advise and represent managers or confidential employees in personnel or labor relations matters, or who advise or represent the state in tort actions.*

The parties agree to the following:

1. Both the Vice-President for Instruction or Designee and AFT Seattle President will review and discuss all administrator teaching assignments in advance to ensure compliance with this MOU.
2. An administrator may not accept a teaching assignment within his/her line of supervision.
3. An administrator who wishes to teach shall meet the same qualifications required of program faculty.
4. An administrator will not supervise themselves in the instructional assignment. The appropriate Unit Administrator or the VPI shall supervise their instructional work.
5. All professional obligations related to the teaching assignment shall be met.
6. Students shall have the opportunity to complete evaluations of the course and instructor, just as all other students have.
7. An instructional assignment shall not conflict with the regular administrative work schedule and responsibilities of the administrator, nor vice versa.
8. The administrator will be available to fulfill the entire teaching assignment, as per the faculty contract.
9. The instructional assignments to administrators shall be considered available only if obligations to FT and PHL faculty have been met, and there are no part-time faculty who have taught during the previous three quarters, are available, and are qualified.
10. The administrator shall be limited to a 150% workload when the administrative and instructional loads are combined.



SCD Chancellor

5.31.2019

Date



AFT Seattle President

May 31, 2019

Date

**Memorandum of Understanding between
AFT Seattle Community Colleges Local 1789 and Seattle Colleges District VI
Regarding Released Time and Priority Hire Seniority Status**

The AFT Seattle Local 1789 and Seattle Colleges District hereby agree to the following:

This agreement applies to any part-time faculty member who has Priority Hire status pursuant to Article 10.7 of the Collective Bargaining Agreement, and subsequently becomes AFT Seattle President, AFT Seattle District President for Part-time Faculty, or Faculty Senate President at their respective college, and is granted released time by the AFT Seattle Executive Board, in accordance with Article 2.10 and a related November 28, 2017 Memorandum of Understanding.

It is the intent of Article 2.10 of the AFT/SCD CBA that any faculty member who holds a top leadership position and takes released time to fulfill their duties in lieu of performing duties as a faculty member, and receives salary and benefits to perform these duties, will suffer no loss of seniority or other contractual benefits as a result of their willingness to perform duties for AFT Seattle Local 1789 either during their tenure or subsequent to completion of that tenure. (This intention is reflected in Article 9.3 as well where "a faculty member having left the bargaining unit but then returning to it shall retain the seniority accrued prior to their exit." In service to AFT Seattle, the faculty member has in fact not left the bargaining unit. So seniority should not be affected.)

For this reason, the parties agree that any part-time faculty member who has already attained Priority Hire Status and then subsequently holds any position which is eligible for released time as described above will:

- Retain priority hiring list status throughout their tenure as an AFT Seattle officer
- Not have to re-establish Priority Hire eligibility
- Retain the seniority accrued prior to assuming an AFT Seattle office
- Be credited, for purposes of determining the relative priority of claims pursuant to the final sentence of Article 10.7.B—fourth paragraph, with the number of contact hours equivalent to those which would have been accrued had said faculty been teaching their consistent workload for each quarter in which they were granted released time to serve as an officer
- Credit the current AFT Seattle President and District Part-time President with hours related to released time back to the start of their service in their current position.

Seattle College District

David J Krull

AFT Seattle 1789

Date

April 19, 2021

Date

Memorandum of Understanding

Between the Seattle Colleges District VI and AFT Seattle Local 1789

This memorandum of understanding serves to define an agreement between the parties concerning the consolidation of the Intensive English Programs (IEPs) with an effective date of Winter Quarter 2021, impacting Summer 2021 courses. In the event that a new SCD/AFT Agreement is ratified, new provisions shall apply except where indicated throughout this MOU. (special circumstances for completing the consolidation). This MOU is only for the consolidation of the IEP programs and is not intended to create a precedent for future consolidations of other programs.

Core Status

1. Core faculty will retain their core status in a district-wide, consolidated program, based on the seniority date as established in accordance with Article 9.1 and 9.2 in their previous campus-specific IEP program.
2. The seniority list for Core faculty shall be reviewed and updated annually in accordance with Article 9.1. The approved seniority list from Fall 2020 and Winter 2021 will be used during implementation of program consolidation.
3. Annual contracts for core status faculty will be offered in accordance with Appendix H, especially H.5, of the Faculty Collective Bargaining Agreement (“CBA”).
4. In the event that fewer annual contracts are offered in a consolidated, district-wide IEP program than there are core status contracts in the separate, campus-specific IEP programs, affected faculty will be entitled to appropriate due process as defined in H.5. of the CBA. All such faculty will have recall rights if core status positions are reopened within 24 calendar months. (Appendix D.6).
5. AFT and SCD agree that it is in the interest of all parties, especially our students, to offer /levels across all our campuses when enrollment makes this possible. To achieve this end result, SCD agrees to share with the faculty the students’ location preferences as part of the regular course scheduling process each quarter. This information will be used to determine the best locations for courses/levels across the campuses. For the purposes of determining whether to open a class section at North or South campus, AFT and SCD agree that the minimum enrollment will be 12 students
6. (Special Circumstances) An additional seniority factor of home campus will be added to give Core faculty the opportunity to teach at their original campus when enrollments allow. This factor will come into play after seniority on the official seniority list is honored.

Priority Hire Status

1. (Special Circumstances) Current part-time Priority Hire faculty will be moved from separate campus-based lists to one consolidated list to be implemented Summer 2021. The method of consolidation will follow current seniority factors of total hours taught in each faculty member's respective program and levels of courses on the qualifying list.
2. (Special Circumstance) An additional factor of home campus will be added to give faculty the opportunity to teach at their original campus when enrollments allow. This factor comes into play after total number of hours and courses/levels on the qualifying list are honored.
3. (Special Circumstance) Before consolidation, an audit will be done to ensure that total hours and qualifying lists/program levels of experience are accurate. A seniority list will be drafted, and a review period will be held during the first three weeks of Spring 2021 so that summer assignments may be made according to a consolidated rotation schedule. The District shall include all courses taught, including summer quarter assignments taught subsequent to earning priority hire status. This list shall be updated quarterly, including Summer Quarter, and posted within "Inside Seattle Colleges" website.
4. (Special Circumstance) Priority Hire part-time faculty will have right of first refusal for summer teaching assignments after full-time Core faculty receive their assignments. A rotation procedure will be cooperatively developed by the unit administrator and PH faculty, in accordance with Article 4.8, sections B-E, with the exception that the full-time faculty are not included in the rotation.
5. Priority Hire Status is removed in accordance with Article 10.7.E.

Program Coordinators

1. Faculty program coordinators for the consolidated, district-wide IEP program will be selected in accordance with Articles 4.6 and 10.2 of the Faculty Collective Bargaining Agreement. All affected faculty will have the opportunity to provide input to the Unit Administrator regarding the job descriptions and hours, and the selection of faculty coordinators. Based on the size of IEP enrollment across multiple campus locations, multiple faculty coordinators may be selected. All program faculty will have the opportunity to be fully involved and all current faculty may be considered for faculty program coordinator positions.

Selection of Classes/ Development of Consolidated Schedule

1. A method for stating preferences for classes in a consolidated, district-wide schedule will be developed cooperatively between the unit administrator and the faculty of the division.

Memorandum of Understanding Between the Seattle Colleges District VI and AFT Seattle Local 1789

This memorandum of understanding serves to define an agreement between the parties to establish the method of applying High Demand funds (an earmark of \$2,036,359/year for SCD) that were provided by the Washington State Legislature.

1. These terms shall be incorporated into the new collective bargaining agreement for the July 1, 2020-June 30, 2023 period.
2. These funds shall be available for all faculty teaching in fields qualifying as "high demand" as that phrase is defined by the Washington State Board of Community and Technical Colleges. However, this MOU does not include nursing educators whose workload and compensation has already been adjusted in a separate MOU using a separate allocation of funding from the State. A list of the designated high demand funds is incorporated into this MOU.
3. AFT and SCD have agreed that these funds can be used to increase the overall compensation of faculty teaching in the specified fields in the following ways.
 - a. Reducing the mandatory workload (workload equity). Some faculty in high demand fields are required to have "contact hours" with students in lecture and lab courses in excess of 15 hours per week. For these faculty, their compensation will be increased by calculating their pay based on a required workload of 15 contact hours per week, with additional pay for hours over 15 (as specified in the 2020-23 CBA). Full-time faculty who are required to maintain over fifteen (15) contact hours per quarter, whose pay may be capped at fifteen (15) program hours per quarter plus a maximum of another 33% additional moonlight assignment per quarter. Any additional moonlight assignments will be paid for hours assigned beyond the required quarterly contact hours. Faculty in these types of programs shall have their non-instructional duties reduced by up to five (5) hours per week they are required to spend in the classroom (or, if mutually agreed upon with the unit administrator, faculty may receive an additional stipend to perform these non-instructional duties). Part-time faculty pay within these programs shall be calculated based on fifteen (15) Program Hours. This "cap" on pay for contact hours over 33% of additional assignments (more than 20 contact hours) shall not apply to part time faculty working in programs that have more than 20 contact hours.
 - b. Salary increase/replacement on the salary schedule. For faculty that already teach in programs with 15 contact hours per week, their compensation shall be increased using these funds to pay for an increase in salary. This shall also be the case for faculty in lab/science that previously taught in programs with a range of required contact hours of 15-18.
 - c. During Summer quarter, all faculty assignments are considered part time and paid from the part time salary schedule. During Summer quarter, high demand faculty will be compensated for all contact hours worked (without a cap), based on the 15 hour workload.

- d. Some faculty may receive a combination of salary increase and workload equity adjustment to their compensation.
4. The following examples illustrate how to apply the high demand funds to both full time and part time faculty.
- a. FT faculty receiving an overall compensation increase in excess of 18% from a workload equity adjustment, receive no salary increase – only the compensation increase resulting from calculating their pay based on a 15 contact hour standard.
 - b. If workload equity calculation yields an increase in pay of less than 17.7%, in addition to the workload equity compensation, the faculty member will receive a salary increase to ensure a 17.7% overall increase in base pay. The appropriate annual salary increase is calculated: $(17.7\% - \text{workload equity increase}) \times (\text{Moonlight Pay rate from the part time pay schedule} \times 3 \text{ quarters})$.
 - c. FT faculty working in the lab/sciences or other programs with a range of contact hours of 15-18, shall receive a salary increase of 17.7%. If these faculty work a moonlight assignment (over 15 contact hours) it shall be paid as a normal, moonlight assignment.
 - d. PT faculty receiving an overall compensation increase in excess of 20% from a workload equity adjustment, receive no salary increase – only the compensation increase resulting from calculating their pay based on a 15 contact hour standard.
 - e. PT faculty earning less than 20% workload equity compensation increase, receive a combination of workload equity increase and salary increase. The appropriate salary increase is calculated: $(20\% - \text{workload equity increase}) \times (\text{part time pay schedule for one quarter})$.

After making the calculations for salary adjustments described above, SCD shall replace impacted PT faculty on the salary schedule. Replacement onto the new salary steps will have an effective date of July 1, 2020. All currently employed high-demand faculty (both FT and PT) (exclusive of nursing educators) shall receive a one-time payment within 45 days of the execution of this MOU for retroactive pay reflecting the effective date of their pay raise and/or any workload compensation adjustment.


- a. All current FT faculty have the right to request a one-time replacement on the part time salary schedule subject to Appendix B.5.A.
- b. New faculty (FT and PT), hired into these high demand fields shall be placed within the high demand portion of the salary schedule pursuant to the guidelines set forth in the current CBA, Attachment B, Section B.2 Initial Placement for Newly-Hired Part-Time Faculty, sections A., B. and C.
- c. Annual adjustment and review. Every Spring Quarter, SCD and AFT shall confer to review any updates to the list of high demand fields, the number of faculty within each field and the allocation model to ensure all funds are fully utilized and meeting the requirements from the SBCTC.
- d. For full time faculty members whose salary is paid in whole or part by earmarked High Demand funds, upon separation from the Seattle Colleges the portion of their salary paid from the High Demand funds shall be retained within the group of faculty

- who teach in the High Demand fields. These retained funds will be either redistributed to remaining faculty members in the High Demand fields or used to enhance the salary of any new faculty members hired into High Demand fields.
- e. Should Washington State discontinue or reduce high demand funding, SCD shall be entitled to request to re-open negotiation on the matters described herein consistent with Article 17.9.



SCD Chancellor

Date: 7/9/2021



AFT Seattle President

Date: July 9, 2021

Administrative obligations that are distributed throughout the CBA:

- Article 2.3, Notify AFT of changes in FT Faculty positions
- Article 2.4, quarterly roster (10th day report of FT & PT faculty
- Article 2.6, copies of BOT materials to AFT and 5 designees
- Article 2.9, Quarterly Instructional Activity Report
- 5.14, Parking- when fees increase
- Article 5.16, Emeritus Status 5.16.C.1.b Add: Eligibility is for those who retired during the previous calendar year.
- Article 6.4.B Provide timely notification to Safety Committees and AFT of decisions that have a potential impact on safe working conditions.
- Article 6.4.C Ergonomically appropriate equipment and office spaces, training in proper use of equipment
- Article 6.5.A.6, AFT informed of FTF vacancy within 30 days
- Article 6.6 Annual Hiring Plan to FDIC and AFT
- Article 6.11 Notify AFT Seattle President if there's a need for an interim UA, inform the faculty in writing, get feedback on performance when considering an extension past 6 months
- Article 6.12, Faculty ID cards
- Article 8.2 Formation of Dismissal Committee during first 30 days of Fall Quarter
- Article 9.1 Update Seniority list annually
- 10.1, District Publications (of PT faculty names) and copy of Fact Book
- 10.3 provide First Aide courses at no expense to part-time faculty
- 10.7.F Publish the priority hiring list quarterly (when, where?)
- 11.7 administer annual evaluations of administrators
- 12.2.D District and Campus Joint Committees A record of committee membership will be maintained at the District Human Resources office with a copy supplied to the AFT President.
 - Budget Development
 - Performing Arts funding
- 13.5 negotiate ownership agreements with faculty over instructional materials
- Appendix D.5, notification to AFT of declaration of a Reduction in Force