

Skagit Valley College

COLLECTIVE BARGAINING AGREEMENT

For the 2016-2017, 2017-2018, 2018-2019
Academic Years

Between the

BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 4

and the

SKAGIT VALLEY COLLEGE FEDERATION OF TEACHERS
Affiliated with the Washington Federation of Teachers
and
the American Federation of Teachers

COLLECTIVE BARGAINING AGREEMENT 2016-2019

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PREAMBLE

This agreement is by and between the Board of Trustees of Community College District No. 4, hereinafter called the “Employer” and the Skagit Valley College Federation of Teachers, affiliated with the AFT Washington, Local 4985, and American Federation of Teachers, hereinafter called the “Federation”. The term “Employer” used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

Article 1 RECOGNITION

1.1 General Recognition.

The Employer hereby recognizes the Federation as the exclusive negotiating representative for all Community College District No. 4 academic employees as defined in Chapter 28B.52 RCW. Within this Agreement, such individuals shall be referred to as “faculty”. Excluded are all other employees.

1.2 Administrative Duties.

Excluding cases of bona fide promotion, no administrative duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without negotiation and agreement with the Federation.

Article 2 MEMBERSHIP, DUES, AND CONTRIBUTIONS

2.1 Membership.

The Federation hereby agrees that neither the Federation nor any of its members shall intimidate or in any way coerce employees to become members of the Federation. The Employer hereby agrees that no member of the Board of Trustees or administration shall intimidate or in any way attempt to discourage any faculty from becoming a member of the Federation.

2.2 Representation Fee.

All full-time faculty shall, as a condition of continued employment, on or after the 30th day following the beginning of such employment, become members of the Federation or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or maintaining membership in the Federation. This fee shall be to reimburse the Federation for the expense of representing members of the bargaining unit. The District shall provide payroll deductions of such fees or dues and, upon written authorization as allowed by law, contributions to political action committees. Such deductions shall be remitted to the authorized Federation representative within five (5) working days of issuance of payroll checks.

2.3 Non-Association.

If a faculty member asserts a right of non-association based on bona fide religious tenets or teachings of a church or religious body of which he or she is a member, that faculty member shall pay to a non-religious charity or other charitable organization an amount of money equivalent to the periodic dues uniformly required as a condition of acquiring or retaining membership in the Federation, in accordance with RCW 28B.52.045. The charity shall be agreed upon between the faculty member and the Federation, and the Federation, in conjunction with the Human Resources Office, will arrange to collect and distribute the payment to the charity through payroll deduction.

2.4 Dues and Contributions.

The Employer agrees to provide, upon receipt of authorization from the faculty on a form provided by Human Resources, payroll deductions from the employee's salary for insurance plans, tax-sheltered annuities, credit unions or other such plans consistent with applicable state statute and OFM regulations.

The Employer shall, upon written authorization of the individual employee, provide payroll deduction of Federation membership dues and employee representation fees for faculty within the bargaining unit. Such deductions shall be remitted to the authorized Federation representative.

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

Article 3 FEDERATION RIGHTS

3.1 Use of Facilities.

The Federation and its representatives shall have the right to schedule the use of District buildings to transact lawful Federation business, provided there is no interference with normal scheduling procedures and further provided that no additional cost is incurred by the Employer.

3.2 Postings.

The Federation or its affiliates shall have the right to post notices of its activities and matters of concern on bulletin boards and electronic sites assigned for its use. The Federation or its affiliates may use other College District bulletin boards or electronic resources in accordance with District policy related to such postings.

3.3 Communications.

The Federation and its affiliates shall have the right to use the Employer's internal mail, including electronic mail service and faculty mailboxes, for communication of Federation business.

3.4 Board Meetings.

The President of the Federation or his/her representative shall be scheduled to report at each regular monthly meeting of the Board of Trustees. A copy of the agenda shall be forwarded to the Federation President at the same time it is transmitted to the Board members.

3.5 Information.

To assist the Federation in carrying out its role as the bargaining agent for faculty, the Employer, upon written request, shall furnish to the Federation information in the same form available to the general public. State Board for Community and Technical Colleges' reports and correspondence to college administrators related to wages, hours, and working conditions will be provided to the Federation in the same form and detail as provided to administrators as soon as practicable.

3.6 Administrative Procedures Act Hearing Notices.

All notices of hearings conducted under the Administrative Procedures Act (APA) shall be provided to the Federation consistent with APA terms.

3.7 Faculty List.

The Employer agrees to provide the Federation President, within a reasonable time during each academic year, the names, addresses, email addresses, and telephone numbers (privacy requests excepted) of all full-time faculty. A list of adjunct faculty showing name, address, email, telephone number (privacy requests excepted), and administrative unit shall be provided to the Federation President and Adjunct Liaison by the third week of the quarter.

3.8 Federation Related Meetings.

The Federation shall have the right to send one or more representative(s) to legislative committee hearings, SBCTC meetings, or Federation regional or statewide meetings/conferences. The Federation agrees to pay the costs of a substitute that may be necessary, in the judgment of the appropriate administrator, to fulfill the representative's assignment during the individual's absence. Travel and related expenses shall be borne by the Federation.

3.9 Distribution of Agreement.

Copies of this Agreement will be available electronically to all members of the bargaining unit within thirty (30) days of its execution. Twenty printed copies shall be provided to the Federation.

3.10 New Hire Notification.

At the time the District receives a signed contract from a newly hired full-time faculty member, the Federation will be notified of the name and contact information.

3.11 Reassigned Time for Federation President.

The Federation's President shall receive one-third FTEF reassigned time (at the District's expense) during each of fall, winter, and spring quarters. Such reassigned time shall be implemented through consultation between the Federation and the District President. The SVCFT may purchase additional reassigned time for its members by reimbursing the College for actual replacement costs at the Step A adjunct faculty rate upon approval by the District President.

The Federation President and/or the Federation member(s) shall assist in the following:

- 3.11.1 Facilitating communications among bargaining unit members and the Board/administration.
- 3.11.2 Participating with the administration in assuring that the Agreement is executed according to mutual interpretation between the District and the Federation.
- 3.11.3 Working cooperatively with the administration toward amicable solutions of problems which may arise in the administration of the Agreement provisions.

3.12 Reassigned Time for Federation Lead Negotiator.

The Federation lead negotiator shall receive FTEF reassigned time as determined by the SVCFT Executive Committee. Said reassigned times shall be purchased by SVCFT by reimbursing the College for actual replacement costs at the Step A adjunct faculty rate.

- 3.12.1 The lead negotiator shall provide representation of the bargaining unit for changes to Article 10 based on salary allocations as approved by the legislature and stipulated in Article 19;
- 3.12.2 The lead negotiator will also be responsible for ongoing negotiation issues and research as directed by SVCFT.

3.13 Adjunct Faculty Liaison.

The adjunct faculty liaison will be selected by SVCFT in consultation with college administration to serve as a liaison for adjunct faculty in the District.

3.13.1 The role of the adjunct faculty liaison will be to communicate adjunct faculty concerns to SVCFT and College administration.

3.13.2 The adjunct faculty liaison will be paid 5 FCU's for each of fall, winter, and spring quarters at the Step A adjunct faculty rate. SVCFT will reimburse the College for 50% of the actual costs for this position.

Article 4 FACULTY RIGHTS

4.1 Individual Rights.

Nothing contained within this Contract and/or District No. 4 policies, rules, or regulations shall be construed to deny or restrict to any member of the bargaining unit rights applicable under the laws of the state of Washington and of the United States.

4.2 Rights of Members in Bargaining Unit.

The Employer will not interfere with, restrain, coerce, or prevent any faculty from exercising their legal rights to organize, join, and support the bargaining unit for whatever purpose in which it lawfully may engage.

4.2.1 The Employer agrees it will not discriminate against any faculty because of membership in the Federation, because of participation in any lawful activity on behalf of the Federation, or because of any action taken within the established grievance procedure.

4.2.2 The behavior of faculty in non-work related activities shall not be of concern to the District, provided such activities do not affect job performance/effectiveness, violate conflict of interest regulations, or violate state or federal guidelines pertaining to Title IX.

4.3 Disciplinary Action.

No faculty shall be reprimanded, disciplined, or reduced in compensation without just cause and due process. The faculty disciplinary process is outlined in Article 11. This section shall not apply in matters regarding tenure review or dismissal handled pursuant to Articles 9 and 12, respectively.

4.4 Safety.

Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All faculty shall follow current safety rules and procedures. Faculty shall be given immediate notice of any known present or imminent danger to body or property,

whether from physical or human origin.

4.4.1 Faculty shall be covered under Washington State Industrial Accident Insurance in compliance with applicable law. Any difference between such coverage and normal compensation shall be covered by accumulated sick leave on request of the faculty.

4.5 Staff Lounge.

All faculty shall continue to have the right to use the staff lounge provided by the Employer during the duration of this Agreement.

4.6 Liability Protection.

Liability protection shall be available in accordance with the Tort/Claims Act of the state of Washington.

4.7 Travel.

When full-time faculty's regular workload during the normal working day is divided between duty stations, District transportation may be used for this purpose if it is available. If transportation is not available, reimbursement for mileage will be made per state travel regulations.

4.7.1 Excluding travel covered by the paragraph above, reimbursement for authorized travel shall be based at the maximum rate allowed by OFM regulations.

4.8 Parking, Proximity Cards, and Keys.

If parking fees are to be charged, fees will be the same for all user groups, provided that the Board agrees to meet and confer with the Federation prior to implementation of any fees.

4.8.1 The Employer will make available to members of the bargaining unit the required key(s) or proximity card(s) necessary to perform their job(s).

4.8.2 All keys and proximity cards will be returned at the time of separation of employment. Adjunct faculty will return SVC property at the end of the quarter unless they have been issued a contract for a subsequent quarter.

4.9 Copyrights and Patents.

The ownership of any materials, inventions, or processes developed solely by a faculty member's individual effort and expense, on his or her own time, shall rest in the faculty member and be copyrighted or patented, if at all, in his/her name. The ownership of any materials, invention or processes produced solely for the District and at District expense, shall rest in the District and be copyrighted or patented, if at all, in its name.

4.9.1 In those instances where materials, inventions, or processes are produced by a faculty with District support, by way of the use of significant personnel time, facilities, or other District resources, the ownership of the materials, inventions, or processes shall rest in (and be copyrighted or patented, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall be determined by mutual agreement.

4.10 Policy and Procedures Manual.

The Employer will make available to all members of the bargaining unit a copy of the District Operational Policies and Procedures Manual (OPPM) on the SVC intranet. SVCFT shall be notified of all updates to the OPPM.

4.11 Individual Contracts.

The Employer agrees to provide to every member of the bargaining unit a written agreement which delineates the terms of employment, including all conditions and responsibilities attached thereto, provided that such written agreements shall be in conformity with the Washington State Law, State Board for Community College Education regulations, District No. 4 rules and regulations, and the terms and conditions of this Contract. Such agreements will typically be administered five (5) working days prior to the start of the quarter excluding late start and headcount contracts dependent on enrollment figures.

4.11.1 Each year the Employer shall provide all annually contracted faculty a contract no later than sixty (60) days prior to the ensuing academic year.

4.12 Academic Freedom.

Academic freedom is fundamental for the advancement of truth in all institutions of higher education conducted for the common good. The common good is best achieved when faculty are free to pursue scholarly inquiry without undue restriction, and to voice and publish conclusions that the faculty member considers relevant.

4.12.1 The faculty member's right to select materials and the right to freedom of discussion is fundamental in the search for truth. Therefore, the District guarantees that faculty members shall have freedom of discussion and expression. Nevertheless, this right is not to be construed as license to introduce inappropriate material unrelated to the subject. Materials related to the topic shall not be censored on the grounds of controversy.

4.13 Personnel Files.

The Employer agrees to establish, maintain, and supervise an appropriate personnel file

for each member of the bargaining unit. This file shall be for the sole purpose of recording all documents and other matters relating to a faculty's employment by the College. Faculty shall have access to their personnel files. Faculty shall have the right to be accompanied by a representative of their choice when reviewing their personnel files. Files shall be confidential except when used for normal administrative requirements, or when otherwise required by law, or as provided for in this section.

This shall not preclude the maintenance of all lawful payroll records nor maintenance of other essential records by appropriate personnel for the operation of the District.

4.13.1 No document of an anonymous origin shall be placed in the personnel file. Faculty members have the right to review all materials in their own personnel file and have the opportunity to append to it answers to any charges, complaints, or statements involved. The faculty shall then sign the materials, but a signature does not imply agreement with the statements contained in the material. Material may be removed from the file at any time upon mutual agreement.

4.14 Voluntary Transfer.

Any faculty member who wishes to transfer from one job to another or from one campus to another will file a request with the Human Resources Office. The request will contain the job and/or location desired. If a position in said department/location becomes available, and the faculty member meets the minimum qualifications for that position, the unit member may apply and will be invited to interview.

4.15 Postings (Full-time).

When a bargaining unit position becomes vacant or a new position is created, the Employer agrees to post notice for a reasonable period of time prior to filling the position. Posting shall consist of notice to the President of the Federation as well as posting on the college job site. The posting shall contain the title, duties, rate of pay, and the qualifications for the job.

4.16 Post-Tenure Evaluation.

The intent of post-tenure evaluation is to assist the faculty member in strengthening his or her professional skills. Should deficiencies in the faculty member's performance become evident, the faculty member is responsible for remediating the deficiencies, and the College is expected to assist through development opportunities agreed to by both parties.

4.16.1 All tenured faculty shall be evaluated, as a minimum, once every five years with the following exception. Newly tenured faculty will be evaluated at the end of three years and then assume the five year cycle. Such evaluations shall include student feedback, Chair/Peer observation, where appropriate, and evaluation by the supervising administrator. The Faculty Classroom

Observation form is included in Appendix I.

- 4.16.2 Faculty members may also choose to utilize and include peer evaluations, self-evaluations, digitally recorded observations, portfolios, or other techniques.
- 4.16.3 The student feedback shall be conducted utilizing one of the Appendix C, D, E, F, G, or H forms, or another student evaluation tool agreed on by both parties. All anonymous student comments will be purged after completion of the Faculty Evaluation and will not be part of the faculty personnel file or be used in disciplinary action.
- 4.16.4 Supervisor evaluations shall be completed by the appropriate supervising administrator in writing, and shall be reviewed and signed by both parties in a private meeting held to review the evaluation. If the faculty member disagrees with any portion of the evaluation, the faculty member shall have the right to reduce to writing said disagreements. The completed evaluation forms, with appropriate signatures, shall be submitted to the Vice President for Instruction prior to June 1. Copies of the written disagreement shall be attached. All documents shall be placed in the individual's personnel file. A copy of the Faculty Evaluation form is included in Appendix I.
- 4.16.5 Management Rights: Nothing herein shall be construed to preclude management's right to evaluate at any time in conjunction with potential disciplinary action.

4.17 Evaluation of Temporary Full-time and Adjunct Faculty.

Temporary full-time and adjunct faculty will be evaluated a minimum of one out of every three quarters of employment for the first three years of employment, then will be evaluated at the end of three years, and then assume a five year cycle. Evaluation of temporary full-time and adjunct faculty will include student feedback, Chair/Peer observation, where appropriate, and supervisor evaluations. Faculty members may also choose to utilize and include peer evaluations, self-evaluations, digitally recorded observations, portfolios, or other techniques.

- 4.17.1 Supervisor evaluations of temporary full-time and adjunct faculty will be in writing and will be reviewed and signed by the supervisor and the faculty member. If faculty members disagree with any portion of their evaluations, they will have the right to respond in writing. The evaluation, with signatures, will be submitted to the Vice President for Instruction prior to June 1. Copies of written disagreements will be attached. All documents will be placed in the individual's personnel file. All anonymous student comments will be purged after completion of the Faculty Evaluation and will not be part of the faculty personnel file or be used in disciplinary action.

4.18 Non-Discrimination and Prevention of Sexual Harassment.

Sexual harassment matters shall be handled in accordance with the Prevention and Remediation of Sexual Harassment and Discrimination Policy. The parties agree that there shall be no discrimination against any faculty because of sex, age, race, color, national origin, sexual orientation, gender identity, marital status, disability, religion, or in the administration or application of the terms of this Agreement. Incidents of alleged discrimination shall be handled in accordance with the anti-discrimination policy.

4.19 Full-time Faculty Years of Service.

At the conclusion of each academic year, the College will compile a faculty years of service list that:

- 4.19.1 Includes all annually contracted faculty who were employed during the preceding academic year, and
- 4.19.2 Provides a year of service summary for each faculty member so listed. Annually contracted faculty will be granted credit based on their percent of full-time annual contract plus any part-time service, not to exceed a combined total of 100% in any academic year.
- 4.19.3 For current or past adjunct faculty members, the years of service calculation will be based on the sum of the "percent of full-time" data from all previous quarterly contracts (including summer). If, for any academic year, the sum of the "percent of full-time" figures is greater than or equal to 300%, one year of service credit will be granted. If the sum is less than 300%, service credits will be prorated using 300% as a base.

Article 5 FACULTY WORKLOAD STANDARDS

5.1 Certification.

As a condition for continued employment by the District, faculty shall meet or exceed certification standards and comply with all conditions pertaining thereto as set forth in Chapter 131-16 WAC as now or hereafter amended.

Some workforce programs that shall be exempted from first aid and CPR training include but are not limited to Human Services, Office Administration and Accounting Technologies, Business Management, Early Childhood Education (as currently taught), and Criminal Justice (as currently taught; does not exempt Seasonal Law Enforcement Program).

5.2 Full-time Instructional, Counseling and Library Faculty Responsibilities.

Full-time faculty shall meet the following general responsibilities:

- 5.2.1 Faculty shall provide services within their individual areas of competency, including teaching, counseling or library duties, according to their individual workload assignments, which support successful learning appropriate to a diverse student population, including underprepared students.
- 5.2.2 Faculty shall provide such services during the contracted workdays.
- 5.2.3 Faculty shall comply with and carry out non-teaching duties normally associated with the instructional process:
 - 5.2.3.1 Encouraging creativity, innovation, and commitment to the goals and objectives of the department. Fostering communication among members of the department, between department and other departments, and between departments and the appropriate administrator.
 - 5.2.3.2 Meeting regularly to discuss department business and report recommendations to appropriate administrator.
 - 5.2.3.3 Supporting college wide advising.
 - 5.2.3.4 Participating with advisory board(s) or accrediting organizations as appropriate.
 - 5.2.3.5 Developing curricula to support student progress, completion, and articulation.
 - 5.2.3.6 Participating in learning outcomes assessment to assure quality programs.
 - 5.2.3.7 Providing input for College's strategic and operational planning.
 - 5.2.3.8 Participating on hiring committees and assisting in recruiting and recommending the hiring of faculty.
 - 5.2.3.9 Providing input regarding the annual schedule.
- 5.2.4 Faculty shall accept the responsibility to serve on committees and perform other duties related thereto in accordance with District policy relating to such assignments.
- 5.2.5 Faculty shall strive for professional growth by participating in workshops, in-service training, and other activities designed to enhance professional competency.

- 5.2.6 Faculty must notify the appropriate instructional administrator of any absence from campus if such absence involves cancellation of a scheduled class or activity.
- 5.2.7 A shared appointment contract is available in a mutually agreed upon arrangement with the District where the faculty work a schedule that is different from the usual full-time schedule. In such instances, a contract delineating all exceptions to normal terms of employment will be executed by the faculty involved and the President or designee.

5.3 Workload Standards: Full-time Instructional Faculty.

For purposes of this Agreement, instructional faculty shall mean individuals whose primary duties and responsibilities involve classroom or other quarterly class schedules. A normal workday for instructional faculty shall be defined as the individual workload assignments made in accordance with the criteria set forth below; provided, that, when classes are not scheduled during the number of days required by this Agreement, instructional faculty shall attend all scheduled activities, perform all departmental duties assigned by Department/Division Chairpersons and approved by the appropriate administrator, and academic advising functions as required by the Vice President of Student Services further, that, if an instructional faculty participates in academic advising functions prior to the date when all faculty are required to report for duty, such employee shall be granted compensatory time for such service by the Vice President for Instruction. Faculty are expected to work an average of thirty-five (35) hours per week. Full-time instructional faculty are contracted annually for 172 workdays.

Workload Assignments. Instructional faculty shall be assigned reasonable and equitable workloads designed to allow the college district to fulfill its instructional mission. It shall be the responsibility of the appropriate administrator, working with Department/Division Chairpersons, to determine and make individual workload assignments in accordance with the following criteria:

- 5.3.1 Teaching Load. A normal teaching load shall be 45-48 instructional units spread approximately evenly throughout the regular academic year. This may however be adjusted with mutual agreement between the administration and the faculty member. If, for example, an instructional faculty teaches night, weekend, summer or in eLearning, this may be calculated as part of the regular teaching load, in accordance with 5.3.2 below.

A normal teaching load can be 45, 46, 47, or 48 IU's. When a teaching load has been met, the faculty is under no obligation to teach extra instructional units beyond the 45, 46, 47, or 48 IU's of their normal workload assignment. Example: An instructor has a 45 IU assignment through spring quarter of the current academic year. If said instructor is asked to teach another 3 IU course during spring quarter, the instructor is under no obligation to do so.

The 45 IU workload has already been satisfied. If the full-time faculty agrees to teach the 3 IU course, that course will be paid on a moonlight contract basis.

- 5.3.2 Instructional Units. Instructional units shall be computed as follows:
- 5.3.2.1 One credit hour shall equal 1.00 instructional unit; provided, that one contact hour of laboratory instruction per week shall equal 0.75 instructional unit;
 - 5.3.2.2 When rules and regulations of state and other agencies dictate basic teaching loads, instructional faculty teaching loads will be assigned accordingly.
- 5.3.3 Student Units. The total student units should not exceed 600 per quarter; provided, that such number of student units may be exceeded when it is necessary for the College District to achieve an average student-faculty ratio needed to meet funding requirements. For the case of eLearning, if limits are expected to exceed 600 units, an Article 18 meeting shall be utilized to discuss any changes. When the maximum student units are exceeded, the faculty and the appropriate administrator may meet to discuss a mutually agreeable workload plan. Student units shall be computed by multiplying the number of students enrolled in a course or program by the number of instructional units for such course or program.
- 5.3.4 Class schedule. An instructional faculty's class schedule shall be established on the basis of student needs and efficiency of program scheduling. If a faculty is required to work at times other than those regularly assigned, a schedule shall be established to avoid a split shift whenever possible.
- 5.3.5 Learning Communities. In fully collaborative learning communities, credit load for each faculty member shall be equivalent to the total credit hours for the learning community.
- 5.3.6 Class preparation and student evaluation as appropriate.
- 5.3.7 Office hours. Each instructional faculty shall maintain five (5) office hours per week for student availability.
- 5.3.7.1 No later than seven (7) working days after the first day of each quarter, each instructional faculty shall submit such a schedule of office hours to the appropriate administrator for review and mutual agreement. If mutual agreement cannot be reached, the matter will be referred to the Vice President for Instruction for resolution. Following review by the appropriate administrator, such schedule shall be posted on the faculty's office door.

- 5.3.8 Committee and/or advisorships. Should not exceed two per regular academic year.
- 5.3.9 Non-teaching departmental duties and responsibilities. Shall be determined by the appropriate administrator, in cooperation with Departmental/Division Chairpersons, after consultation with faculty assigned to that administrative unit.
- 5.3.10 Advising loads. Shall be 20-30 students per quarter with duties and responsibilities related thereto as determined by the College District policy. Consideration may be given for substituting advising load for instructional load either to fulfill annual workload or at the request of faculty.
- 5.3.11 In-service training. An average of no more than three (3) hours per month over the academic year shall be required for in-service training activities.
- 5.3.12 Graduation. Attendance at graduation ceremonies is encouraged but shall not be mandatory. Attendance will count toward faculty non-instructional day.

5.4 Workload Standards: Counselors & Librarians.

Library and counseling faculty shall be required to meet the following minimum workload standards:

- 5.4.1 Library & counseling faculty shall be required to meet all duties and responsibilities during each normal work day of the contracted days in an annual faculty contract.
- 5.4.2 The 172 work days shall be divided into work weeks consisting of thirty-five (35) hours each work week. Within such thirty-five (35) hour work week, the appropriate administrator shall, in consultation with employees assigned to their administrative unit or area, schedule normal work days of consecutive hours, including a lunch period; provided, that the appropriate administrator may schedule such consecutive hours at times when the patron demand for professional services warrants such scheduling.
- 5.4.3 Duties and responsibilities required for such faculty mean major function assignments, committees and/or advisorships, department or area duties, and meetings.
- 5.4.4 A library or counseling faculty's class schedule shall be established on the basis of student needs and efficiency of program scheduling. If a faculty member is required to work at times other than those to which he/she is regularly assigned, his/her schedule shall be established to avoid a split shift whenever possible.

5.4.5 Committee participation and/or advisorships shall not exceed two per regular academic year.

5.4.6 If Library/Counseling faculty work nights, weekends, summer or in eLearning, this may be calculated based on the faculty member's current rate of pay.

5.5 Counseling Faculty Responsibilities.

5.5.1 Advise, counsel, and provide personal, career and educational guidance to students in a variety modalities—individually, in groups, and online—in accordance with recognized counseling practices.

5.5.2 Develop, prepare and teach college-approved courses, adhering to all instructional responsibilities.

5.5.3 Interpret standardized tests and measurements commonly understood to be psychological in nature.

5.5.4 Serve as a referral person for on campus and off campus resources, when appropriate, in cases where students may need additional medical, social, or educational help.

5.5.5 Serve as a consultant to instructional faculty and staff about counseling and advising needs of particular students.

5.5.6 Recommend content to develop and update advising resources to assist students in meeting degree and certificate requirements.

5.5.7 Develop and deliver training for faculty, staff and students to assist with the dissemination of current transfer and career information.

5.6 Library Faculty Responsibilities.

5.6.1 Provide and assess library services that enhance student retention and academic success particularly with respect to information literacy, library information services, resource sharing, circulation, and collection development.

5.6.2 Develop, prepare and teach college-approved courses adhering to all instructional responsibilities.

5.6.3 Select materials of various types necessary to develop a comprehensive library collection including print and digital medium to meet the needs of students and staff.

5.6.4 Provide instruction in use of library material and services individually, in groups or online in accordance with recognized library practices.

- 5.6.5 Consult with instructional faculty and staff to ensure access to library materials designed to support student success.
- 5.6.6 Serve as a consultant to instructional faculty and staff about library resources and information literacy.
- 5.6.7 Develop and deliver training for faculty, staff and students to assist with the dissemination of current information related to library and information resources.

5.7 Workload Standards: Adjunct Faculty Responsibilities.

- 5.7.1 Adjunct instructional faculty shall perform all instructional and related duties required by their specific teaching assignments specified by their individual employment contracts.
- 5.7.2 Adjunct instructional faculty are welcome, but not required, to participate in meetings, such as unit or departmental meetings. In the event that a meeting is mandatory, adjunct faculty will be compensated at the supplemental assignment rate, and a good faith effort shall be made to schedule the meeting at a time when the faculty are available to attend.
- 5.7.3 Adjunct summer session library and counseling faculty shall perform all duties and responsibilities specified by their employment contracts within the number of hours per day scheduled by and in consultation with the appropriate administrator.
- 5.7.4 Adjunct librarian and counseling faculty shall perform all duties and responsibilities specified by their employment contracts within the number of hours per day scheduled by and in consultation with the appropriate administrator.

5.8 Flexible Scheduling.

Flexible quarter scheduling may be used within the realm of professional development as an alternative to a leave of absence. It is intended to provide a faculty member the opportunity of a one quarter leave during fall, winter, or spring quarter with the requirement that the faculty member teach an equivalent full-time load during summer quarter during the same fiscal year and based upon contractual days performed.

5.9 Academic Calendar.

In order to provide adequate planning time for the issuance of the academic calendar, representatives from SVCFT and the college administration shall agree to actual dates for the academic calendar by the first week in February, prior to final adoption by the Board of Trustees.

- 5.9.1 Contracted Days. Each college academic year shall consist of 172 contracted days for full-time faculty members. Such days shall begin no earlier than Monday of the week including September 14. Sunday shall be considered to be the first day of the week. The faculty contracted days shall be apportioned to coincide with the following provisions.
- 5.9.2 Non-Instructional Days and Institutional Meeting Days. Each year the academic calendar shall consist of faculty non-instructional days. Institutional meetings are outlined as follows:
- 5.9.2.1 Non-Instructional Days. Faculty shall be given four non-instructional days per year to be used as follows; two days prior to the start of fall quarter, one day before the start of winter, and one day before the start of spring quarter.
- 5.9.2.2 Depending on the structure of the calendar year, faculty may have a total of one to three additional non-instructional days scheduled after final exams end each quarter to ensure 172 contract days. Individual faculty members may use the non-instructional days at the end of the quarter as they determine to be most beneficial, with no requirement to be on campus. Examples of activities that faculty may choose for their non-instructional days include but are not limited to: planning, grading, attendance at graduation, attendance at professional conferences or workshops, research, course/lab preparation, design of learning communities. These non-instructional days may be rescheduled by mutual agreement between faculty member and the appropriate unit administrator. The administration will not schedule District faculty meetings during these non-instructional days.
- 5.9.2.3 Institutional Meeting Days. There will be three days of institutional meetings prior to the beginning of fall quarter and one institutional advising day during fall quarter. These meetings will be organized for the purpose of working on College business.
- 5.9.3 Annual alternate calendars. Alternate calendars, (excluding summer quarter) may be arranged for an individual faculty member or groups of faculty, with the mutual agreement of the faculty involved and the appropriate unit administrator with final approval by the Vice President for Instruction. The duration and terms of any such alternate calendar for the following academic year must be approved in writing no later than June 15 and must be consistent with the number of contracted days listed above.

5.10 Division and Department Chair Position Descriptions.

5.10.1 Mount Vernon Academic Division Chairs Position Description

The MV Academic Division Chair will be responsible for the day-to-day operations of one of the divisions in the Mount Vernon Academic Education unit. The Division Chairs will report directly to the Dean of Academic Education.

Duties of the MV Academic Division Chair are limited to:

- 5.10.1.1 In consultation with the Deans and in collaboration with other units, develop annual and quarterly course schedules based on sound enrollment planning and student needs. This may include, depending on the department, coordinating class schedules to accommodate a variety of general and specialized transfer degrees, and eLearning on a district basis.
- 5.10.1.2 In collaboration with the Dean and faculty, determine faculty teaching assignments and load, maintaining satisfactory student/faculty ratios.
- 5.10.1.3 Recommend hiring of full-time faculty and staff, sit on department hiring committees and assist in recruiting and recommending the hiring of faculty.
- 5.10.1.4 Observe adjunct faculty. Collaborate with the Dean in addressing areas of faculty improvement.
- 5.10.1.5 In collaboration with the Dean, assist faculty with curriculum development; catalog submission; and course outline revisions.
- 5.10.1.6 Assist faculty in completing accreditation reports.
- 5.10.1.7 In consultation with the Dean, complete program review and maintain currency of learning outcomes assessment plans with input from faculty.
- 5.10.1.8 Provide input for and address annual goals and objectives based on the College's Strategic Plan, Annual Initiatives, and Presidential Initiatives.
- 5.10.1.9 In consultation with the Dean, provide an annual budget request and monitor department budget expenditures; submit purchase orders.

- 5.10.1.10 Collaborate with Student Services on advisor training and implementation; work with Student Services staff to improve student learning through tutoring, supplemental instruction and other proven teaching strategies.
- 5.10.1.11 Participate in the grievance process per Student Rights and Responsibilities.
- 5.10.1.12 Engage with the community, K-12 and four year colleges and work on marketing and recruitment.
- 5.10.1.13 Work in collaboration with faculty and staff to manage inventory and equipment.
- 5.10.1.14 Participate in facilities planning that will impact the division.
- 5.10.1.15 Represent the division on committees and at the college meetings.
- 5.10.1.16 Maintaining appropriate division records related to scheduling, personnel, budgets, evaluation, and other relevant information.

5.10.2 Counseling and Support Services Department Chair Position Description: Whidbey Island Campus, South Whidbey, and San Juan Centers. In the event that the Whidbey Island Campus has a Counseling chair again in the future, the following duties will apply.

The position of Department Chair is a faculty leadership position under the purview of the Negotiated Agreement of SVCFT. The Department Chair is responsible to the faculty members of his/her department for providing available resources that enable each faculty member to be successful in his/her instructional effort.

Operational Responsibilities are limited to:

- 5.10.2.1 Supervises counseling, advising, admissions, registration, financial aid, credit evaluation, veterans' administration, and student activities staff and works collaboratively to develop services with vision and direction.
- 5.10.2.2 Works collaboratively to develop departmental goals and objectives, and encourage creative and innovative approaches and solutions that meet college needs.
- 5.10.2.3 Meets regularly with the Vice President of the Whidbey Island Campus, Dean of Students, Academic and Workforce Education to maintain communication about on-going and emerging issues.

- 5.10.2.4 Keeps the college administration informed about trends in the counseling, advising, admissions, registration, financial aid, credit evaluation, veterans administration and student activities services field.
- 5.10.2.5 Provides input to Dean(s) on development of budget and recommends expenditures.
- 5.10.2.6 Coordinates the functional program areas (Disabled and Multi-cultural Student Services, Running Start and faculty teaching schedules) of the counseling area to ensure effective, efficient efforts.
- 5.10.2.7 Recommends employment of full-time, part-time faculty and staff in the department.
- 5.10.2.8 Recommends hours of service and staffing needs.
- 5.10.2.9 Recommends professional development.
- 5.10.2.10 Works with administration, faculty, and staff to develop meeting agendas. May lead meetings.
- 5.10.2.11 Drafts changes to college catalog and faculty handbook.
- 5.10.2.12 Works collaboratively with staff and other college personnel to ensure up-to-date online resources.
- 5.10.2.13 Works collaboratively with counseling faculty to provide counselor liaisons with college instructional units.
- 5.10.2.14 Leads assessment efforts.
- 5.10.2.15 Represents college in local and statewide meetings.
- 5.10.2.16 Manages budgets for areas as assigned.
- 5.10.2.17 Provides input regarding the annual schedule.
- 5.10.2.18 Assists with the observation of faculty.

Article 6 FACULTY SUPPORT FACILITIES

6.1 Facilities, Equipment, and Supplies.

Within overall budgeting and facilities constraints, the Employer agrees to budget for and to make available necessary facilities, equipment, and supplies so that faculty can perform their professional assignments in an efficient and productive manner.

6.2 Offices.

The Employer shall continue to provide offices equipped with standard office equipment provided that space requirements may require that offices may have to be shared.

6.3 Facilities.

The Employer agrees that all District facilities shall be maintained in a safe and healthful condition. Disabled access shall be provided according to applicable law.

6.4 Faculty Support.

Within budgetary constraints, the Employer agrees to continue the existing practice relating to the employment of student assistants and clerical assistance during the life of this Agreement.

Article 7 FACULTY PROFESSIONAL DEVELOPMENT PROVISIONS

7.1 Professional Development Education.

The Employer agrees to provide a professional development program to assist and encourage faculty to realize their professional potential. To achieve this purpose the program must be designed to meet the unique needs of the individual as well as the total needs of the faculty, and thus the program must include a variety of activities worked out in cooperation with the faculty.

7.1.1 It shall be the responsibility of Skagit Valley College to provide a professional development educational program within budgetary constraint. The Vice President for Instruction, working with individuals and appropriate committees, shall be responsible for planning and administering the program.

7.2 Professional Development Attendance.

Faculty required or approved to attend in-service courses/classes during their normal working day shall suffer no loss of pay or fringe benefits.

7.3 Professional Development Funding.

An annual allocation of sixty thousand dollars (\$60,000.00) shall be provided for the purpose of funding activities such as attending workshops, seminars, and schools or visiting industries or official or private institutions or conferences designed primarily to benefit the college.

- 7.3.1 Eligibility. Faculty are eligible after completion of one academic year of full-time service. Adjunct faculty may be considered for funding on an individual basis as determined by the committee after a total of three quarters of services.
- 7.3.2 Applications. Shall be made prior to the time of the activity and early enough to ensure time to complete the approval process prior to the event.
- 7.3.3 Process. All applications must be complete in order to be considered by the Professional Development Committee. Allowable costs may include but are not limited to travel, lodging, meals, tuition, registration, and stipends; whichever are appropriate for the type of project. Applications will be reviewed by the Professional Development Committee, which shall submit its recommendations to the designated Administrator for final approval.
- 7.3.4 The Professional Development Committee. Will be composed of faculty members representing the various segments of the College District. Committee membership will be appointed by the Vice President for Instruction in collaboration with the Federation, and will be composed as follows:
 - 7.3.4.1 Two faculty members selected from the professional-technical faculty
 - 7.3.4.2 Two faculty members selected from the academic faculty
 - 7.3.4.3 Two faculty members selected from the librarians/counselors
 - 7.3.4.4 One administrator
 - 7.3.4.5 At least one faculty committee member shall be from the Whidbey Island Campus.
- 7.3.5 Chair of PDP. Serving as chair of the Professional Development Committee shall satisfy required committee assignments pursuant to Article 5.3.8 or 5.4.5 and will be considered as fulfillment of one (1) professional development activity pursuant to Article 7.4.

7.4 Professional Development Requirements.

- 7.4.1 Professional Development Plan (PDP). All faculty who are required (as noted below) to create a professional development plan must submit their PDP to their appropriate administrator (as defined in 7.4.3.1) on or before November 15. The PDP provides an opportunity for faculty to establish professional growth objectives over a five year period. The PDP must contain a minimum of five Professional Development Activities (PDAs) for a five year period.

The PDP is to be developed by the faculty member in collaboration with the appropriate administrator; however, administration will make every effort to accommodate faculty preferences in choice of activities. Successful completion of the PDP meets WAC 131-16-094 requirements for professional-technical faculty. For professional-technical certification requirements refer to WAC 131-16.

- 7.4.1.1 All tenured full-time faculty and full-time temporary faculty with more than three years of service are required to have a five year PDP.
- 7.4.1.2 All part-time professional-technical faculty who teach two-thirds or more of a full-time load for more than the equivalent of three quarters are required to submit a three year PDP. Upon completion of their three year PDP, they will transition to a five year PDP.
- 7.4.1.3 All probationary track faculty and newly hired full-time professional-technical faculty will be required to submit a three year PDP. Upon completion of their three year PDP, they will transition to a five year PDP.
- 7.4.1.4 The PDP may be modified by mutual agreement between the faculty member and the appropriate administrator; however, the faculty member will be required to create the PDP only once every five years. Modifications will be included as an amendment with the original plan.

7.4.2 Criteria for Approving Professional Development Activities. The PDAs included in the plan will be approved if:

- 7.4.2.1 The activity meets the professional growth objectives as established in the plan.
- 7.4.2.2 The activity is relevant to presently or potentially assigned responsibilities of the faculty member.

As activities listed in the PDP are completed the faculty member will submit proof of completion to the appropriate administrator. Faculty members are encouraged to maintain a copy of their PDP and completed PDAs in their own professional development file.

Examples of professional development activities that may be used alone or in a combination to meet the professional growth objectives established in the plan include but are not limited to: workshops, conferences, back-to-industry experiences, research, projects, or college coursework.

Note: The PDA will be evaluated on the basis of meeting the objectives established by the faculty member in collaboration with the appropriate administrator, not on the basis of the time spent on the activity. However, it is understood that activities that satisfy the PDP will not create an undue or excessive burden for the faculty.

7.4.3 Disputes Regarding the PDP or PDA. Disputes regarding the development of the PDP or approval of a PDA shall be submitted to the Professional Development Committee for advice and recommendation. Said recommendation will be returned to the faculty member and appropriate administrator. If necessary, final resolution will be handled by the Vice President for Instruction or by the College President or designee.

7.4.4 Definition of Appropriate Administrator.

- 7.4.4.1 Dean of Basic Education - approves plans for all Adult Basic Education and English as a Second Language faculty at the Mount Vernon Campus;
- 7.4.4.2 Dean of Arts and Sciences – approves plans for all Arts and Sciences faculty at the Mount Vernon Campus;
- 7.4.4.3 Director of Library Services – approves plans for all librarians at the Mount Vernon Campus;
- 7.4.4.4 Vice President of Student Services – approves plans for counselors at the Mount Vernon Campus;
- 7.4.4.5 Vice President of Whidbey Island Campus – approves the plans for all academic faculty, counselors and librarians at Whidbey; reviews the plans for all professional-technical faculty at Whidbey Island Campus;
- 7.4.4.6 Dean of Workforce Education – approves the plans for all professional-technical faculty in the District; nursing plans are approved in conjunction with the Director of Nursing;
- 7.4.4.7 Associate Deans– perform duties as assigned by Dean or appropriate Vice President.

7.5 Tuition and Fee Waiver.

Pursuant to applicable laws, full-time and adjunct faculty who work 50% or more in the quarter they wish to participate in the Tuition Waiver program at Skagit Valley College are eligible to request tuition waiver. Additional costs such as lab or record fees, books,

supplies and materials are the responsibility of the faculty member.

7.5.1 The Tuition Waiver Program does not apply to self-supporting or Community Education courses.

7.6 Exceptional Faculty Award Funds.

Exceptional awards are made to members of the faculty who wish to engage in noteworthy activities that lead to individual professional development or program enhancement at Skagit Valley College. Awards can also be made for distinguished accomplishments, which are recognized within the college or acknowledged by the local or larger professional community. Through this fund, Skagit Valley College hopes to continue its exceptional and collaborative work in teaching and learning.

7.6.1 Guiding Principles. The award process should be open, utilize clear guidelines, have wide dissemination, and recognize individual and collaborative efforts.

7.6.2 Eligibility. All full-time faculty who have completed one year of service at SVC and adjunct faculty who have taught at least the equivalent of one year of full-time service at SVC;

7.6.3 Application. Eligible faculty may apply individually or collectively. Collaborative projects will be encouraged along with individual efforts;

7.6.4 Award Amount. The maximum amount available for award in any academic year will be the accumulated interest in the Exceptional Faculty Award Trust Fund account as of March 1 of that year;

7.6.5 Award Limits.

Individual	up to \$4,000
Group	up to \$8,000 (maximum \$4,000 per person)

Faculty as a whole awards can be made at the discretion of the exceptional faculty award committee in accordance with WAC 131-16-450.

7.6.6 Timetable. Awards will be made each spring quarter for the following year. Additional awards may be made as determined by the Committee;

7.6.7 Exceptional Faculty Award Screening Committee. The EFA Screening Committee will be established to perform the following duties: develop specific screening criteria; announce and conduct the screening process; recommend awards to President. Honors will be awarded by the Board of Trustees;

7.6.8 Committee Membership. The committee will be as follows:

7.6.8.1 Faculty members: one each chosen from the Whidbey Island Campus (WIC), Workforce, Arts and Sciences, Basic Education, and either Counseling or Library. The faculty will be selected by the Federation and the Vice President for Instruction.

7.6.8.2 Two administrators: selected by the President of SVC, including the Vice President for Instruction. One SVC Foundation member: selected by the President of SVC Foundation Board;

7.6.9 Staff Support. Staff support will be provided to the Committee by the Office of the Vice President for Instruction.

7.7 Sabbaticals for Professional Improvement.

The President or designee may grant paid sabbaticals to tenured faculty who have completed five years of service at SVC. For purposes of this policy, professional improvement shall mean research or study in a field that will complement the faculty member's assigned duties, retraining, extensive curriculum material development, creative work, enhancement of professional skills and knowledge, including earning a higher degree, or other activities related to improvement of the individual's performance as a faculty member. Sabbatical leave recipients ordinarily shall not engage in full-time employment during the period of sabbatical leave. Should recipients propose to do so, they must justify such employment in terms of the general spirit of the sabbatical leave program.

Sabbaticals may be granted for a period of one, two, or three quarters within the same academic year. Within a seven-year period, a faculty member may be on sabbatical for no more than a total of three quarters. The total number of sabbaticals at any one period of time shall not exceed four percent (4%) of the total full-time equivalent faculty at SVC. The following criteria in no particular order will be used to determine successful sabbatical applications: retraining as needed for job retention, first time recipients, years of faculty service, alignment with the institutional strategic priorities, and merit of proposal.

Any sabbatical shall be contingent upon a signed contractual agreement between the President or designee and the recipient, providing that the recipient shall return to SVC following completion of the sabbatical and serve in a professional status for a period commensurate with the amount of leave so granted. Failure to comply with the provisions of such signed agreement shall constitute an obligation of the recipient to repay to SVC any remuneration received during the leave.

Upon return to service after sabbaticals, faculty members shall be reinstated to their original position, or one of like status, and shall be entitled to salary and other benefits accrued by law commensurate with said position as if they had been in continuous service in the College District.

Sabbaticals for professional improvement shall be governed by the following procedures:

- 7.7.1 The request for a sabbatical shall be in writing to the President. The written request shall include all of the following:
 - 7.7.1.1 A general statement of the reasons for the leave;
 - 7.7.1.2 Specific professional improvement plans;
 - 7.7.1.3 A brief statement of how such professional improvement plans will benefit the individual and College District, and
 - 7.7.1.4 Letters of recommendation from the appropriate Dean or Vice President as well as the recommendations of the Professional Development Committee. It is the responsibility of the faculty member to request the recommendation for Professional Leave from the Professional Development Committee.
 - 7.7.1.5 To be considered, all professional development sabbatical guidelines requirements must be completed.
- 7.7.2 Requests for sabbaticals shall be submitted at least six months prior to the quarter or academic year for which leave is desired; if the circumstances warrant, the President or designee may waive this requirement.
- 7.7.3 Prior to submitting a request for a sabbatical to the President or designee it shall be the responsibility of the President or designee to ensure that plans to secure an adequate replacement have been initiated, if needed, and that the request does not exceed four percent (4%) of the total FTE faculty or represent more than one hundred fifty percent (150%) of the costs which would have otherwise been paid to the personnel on leave including the costs of replacement.
- 7.7.4 Compensation for sabbaticals will be: 100 percent of salary for one quarter; 85 percent of salary for two quarters; and 70 percent of salary for three quarters.

In addition, other benefits shall accrue to the faculty member while on sabbatical leave as if on regular contract.
- 7.7.5 When all necessary conditions have been met, the sabbatical shall be granted at the discretion of the President or designee.

Article 8 LEAVE PROVISIONS (Health, Bereavement and Emergencies)

This Article describes the various situations when full-time faculty members may be granted leave from the performance of duties and responsibilities. College policies for granting such

leaves shall be consistent with applicable state and federal laws, as currently enacted or hereafter amended.

8.1 Full Time Faculty Leave Accrual.

New full-time employees under contract or otherwise employed by the district shall have posted to their leave record a credit of ten (10) compensable and two non-compensable days. Leave after the first three quarters shall accumulate on the basis of one day per calendar month; such days shall be deemed compensable for any month during which full-time contractual days are worked; the remaining days, shall be non-compensable. The maximum accrual is twelve (12) days per instructional year.

8.1.1 Pro-rata accrual. Full-time faculty members starting mid-year will be granted sick leave on a pro-rated basis, based on the number of appointment days, on the first day on which work in the full-time position is performed.

8.2 Accumulation and Cash-in Provisions.

Faculty are eligible to receive monetary compensation for accrued sick leave as follows:

8.2.1 In January of each year, and at no other time, a faculty member whose calendar year-end sick leave exceeds sixty (60) days may choose to convert sick leave days earned in the previous year, minus those used during the year, to monetary compensation.

8.2.2 Monetary compensation for converted days will be paid at the rate of twenty-five percent (25%) and shall be paid at the faculty member's current daily rate of pay. Conversion of sick leave to monetary compensation is subject to customary payroll withholdings.

8.2.3 All converted days will be deducted from the faculty member's sick leave balance.

8.3 Adjunct Faculty Leave Accrual.

Adjunct faculty shall receive sick leave to be used for the same illnesses, injuries, bereavement, and emergencies as full-time academic employees at the college in proportion to the individual's teaching commitment at the college. Adjunct faculty shall accrue sick leave on the basis of one day (8 hours) per month, prorated to reflect the percentage of full-time load. Sick leave shall accrue on a proportional basis relative to the portion of full-time academic employee sick leave accrual attributable to in-class teaching time. Sick leave shall:

8.3.1 Be credited to compensable sick leave at the end of each month of active employment;

8.3.2 Accumulate without limitation during active employment;

8.3.3 Be reverted to a zero balance after 18 months of inactive employment or separation of employment.

8.3.4 The use of sick leave, during active employment:

8.3.4.1 Will be prorated to reflect percentage of full-time load at time of usage;

8.3.4.2 Cannot be used in advance of accrual.

Example:

Percent of full-	time	Hours per month	
33% (.33)(8)	=	2.64	2.64
50% (.50)(8)	=	4.0	4.00
125% (1.25)(8)	=	10	8.00*

*Sick leave accrual cannot exceed 8 hours per month.

8.3.5 Leave for illness, injury, bereavement and emergencies heretofore accumulated pursuant to law, rule, regulation or policy by persons presently employed by the college shall be added to such leave accumulated under this section.

8.3.6 Accumulated leave under this section not taken at the time such person retires or ceases to be employed by the college shall not be compensable.

8.4 Sick Leave Usage.

Accrued sick leave will be allowed on contractual days during the instructional year when the faculty member is unable to perform his or her assigned duties and responsibilities. Sick leave usage is appropriate for the following:

8.4.1 For illness, injury, or disability.

8.4.2 To care for family members as required by Washington's Family Care Act as delineated in Chapter 296-130 WAC, as currently enacted or hereafter amended.

8.4.3 When the faculty member has been exposed to a contagious disease and attendance on duty would jeopardize the health of fellow employees, the students, or the public.

8.4.4 For pregnancy or childbirth pursuant to state and federal law and the College's Family Medical Leave Policy.

8.4.5 For any applicable W/FMLA or FMLA qualifying event for a serious health condition or that of an immediate family member when eligibility requirements are met.

8.4.6 For domestic violence leave under Chapter 357-31 WAC and the College's Domestic Violence Leave Policy.

8.5 Deduction for Use.

Leave shall be deducted on a day-by-day basis, but may be taken in half-day increments based upon the percentage of scheduled assignments missed.

8.6 Notification.

In case of absence for one of the above stated reasons, and in order to receive full compensation for absence from duty for reasons of health, faculty shall comply with the following procedures:

8.6.1 If an absence due to reasons of health is foreseeable, faculty shall notify the appropriate administrator of the beginning date of such absence. Such notification shall be in writing and submitted within a reasonable time prior to the beginning date of such absence.

8.6.2 As early as possible on each day that reasons of health require a faculty to be absent from duty, the employee shall directly notify the appropriate administrator.

8.7 Verification.

When an absence from duty for reasons of health continues for five (5) or more consecutive days, or when abuse can be reasonably suspected, the necessity for such absence shall be verified in writing by an attending health care provider.

8.8 Return to Work.

Within a reasonable time after return to duty, the faculty shall complete appropriate time and leave reporting to record absences due to reasons of health. Such completed forms, and the physician's written verification as required by 8.3.5, shall be submitted to Human Resources. The College reserves the right to require the faculty member to provide a fit-for-duty certificate upon return, stating he or she is able to fulfill the essential functions of his or her regular position, with or without reasonable accommodation.

8.9 Transfer of Sick Leave.

A faculty member may transfer any accumulated, documented, and verified sick leave to the College from another community college or school district within the State of Washington as per WAC 357-31-160, as currently enacted or hereafter amended.

8.10 Separation of Employment.

Days cashed in upon death or retirement shall include all compensable days as herein defined, which have not previously been cashed in.

8.11 Reinstatement of Sick Leave.

Faculty returning to College employment will have their previously accrued sick leave balance reinstated.

8.12 Recording leave.

It shall be the responsibility of the Human Resources Director to establish a system of accounting to record accumulated leave under this section and monitor the use of such leave.

8.13 Shared leave.

Pursuant to state law and the College's Shared Leave Policy, eligible faculty members may participate in the Shared Leave Program.

8.14 Exhaustion of Sick Leave.

A leave of absence without pay may be granted for all or part of an instructional year if a faculty member's illness or injury extends beyond the faculty member's sick leave accrual. Absence beyond the total number of days of accrued sick leave shall be without pay. Leave without pay shall be deducted at the faculty member's daily rate for each day of absence.

8.15 Bereavement and Emergency Leave.

In order to receive full compensation for absences from duty due to bereavement and emergencies faculty shall comply with the following procedure:

8.15.1 Absences from duty may be granted when a death or emergency requires the presence of faculty member.

8.15.2 The faculty shall notify the appropriate administrator and receive permission to be absent from duty.

8.15.3 Faculty permitted an absence from duty in accordance shall be given a reasonable period of time, not to exceed five days, for such absence; provided that such time may be extended by the Vice President for Instruction when he or she deems it to be necessary.

8.16 Jury Duty and Subpoena Leave.

Faculty members shall receive time off with pay, less the fee received for acting as a juror or witness, for required appearances in court or hearings resulting from a call to jury duty or subpoena to appear to testify where the faculty member is not paid for testimony or personally involved in the action as the plaintiff, the defendant, or the object of the investigation. When the faculty member is personally involved, personal leave or leave without pay may be granted. Faculty members will be allowed to retain any compensation paid to them for jury duty service.

8.17 Unauthorized Absences.

Any faculty member who is absent from duty without proper authorization in accordance with the provisions set forth in the sections of this article shall be subject to forfeiture in pay in proportion to the absence from duty and other appropriate disciplinary action.

8.18 Leave Without Pay.

The President or designee may grant leaves of absence without pay, excluding RIF situations. The employee, upon return, will have the same or an essentially similar position.

8.19 Military Leave.

Military leave shall be handled in accordance with applicable federal and state statutes as they now exist or hereafter may be amended.

8.20 Unpaid Leave of Absence for Health or Protected Leave Purposes.

The College will comply with all relevant federal and state leave laws, including those which provide unpaid leave of absences, where the full-time faculty member meets the eligibility requirements and has a qualifying condition or an eligible family member with a qualifying condition.

8.20.1 Leave without pay will be granted for the following:

- 8.20.1.1 Washington State Family and Medical Leave (FMLA) and federal FMLA. The Family Medical Leave Act (FMLA) assures eligible employees 12 weeks unpaid leave for a serious health condition that makes the employee unable to perform their job.;
- 8.20.1.2 Compensable work-related injury or illness under Washington State worker's compensation law;
- 8.20.1.3 Pregnancy disability leave under Washington State law;

- 8.20.1.4 Temporary disability leave. The College will comply with all relevant reasonable accommodations laws and regulations.
 - 8.20.1.5 Volunteer firefighting leave (RCW 49.12.460);
 - 8.20.1.6 FMLA Service Member Family Leave;
 - 8.20.1.7 Military Family Leave Act (Chapter 49.77 RCW);
 - 8.20.1.8 W/State Respecting Holidays of Faith and Conscience Act.
- 8.20.2 Though the leaves under protected laws control, they are also captured in College Policy for process purposes and contacts with College personnel responsible for oversight are identified for assistance. The faculty member is responsible for providing information responsive to the College's request and certification from the health care provider for the faculty member, faculty member's family member or covered service member for the purpose of qualifying for applicable protected leaves. Such leaves of absence shall be governed by the following procedure:
- 8.20.2.1 Requests for a leave of absence exceeding one quarter shall be made in writing to Human Resources provided that if an individual is incapable of requesting such leave, the administration will handle the matter with consideration given to the circumstances surrounding the situation.
 - 8.20.2.2 The request for a leave of absence shall specify the reasons for such leave and appropriate documentation; provided that if sick leave benefits are to be claimed, the request shall include a written statement from a qualified health care provider justifying such claim.
 - 8.20.2.3 Following receipt of the request, the faculty member shall submit the request and documentation to Human Resources for consideration.
 - 8.20.2.4 Human Resources shall have final determination as to the award of such extraordinary leaves of absence.
 - 8.20.2.5 Human Resources shall notify the individual in writing.
 - 8.20.2.6 Prior to returning to service after a leave of absence, the individual shall submit a written statement from a qualified health care provider, as appropriate, certifying the individual's ability to resume duties and responsibilities. Such statement shall be filed with Human Resources. Human Resources may request a second opinion regarding such return to service at its expense.

- 8.20.2.7 Following the receipt of such written statement, the individual shall be returned to service with salary and other benefits commensurate with their position as if they had been in continuous service in the college district.
- 8.20.2.8 Requests for leaves of absence for purposes related to parenting may be granted for a maximum of one full academic year; provided, that such leaves may be extended if conditions warrant such extension.

8.20.3 Use of Paid Leave. Paid leave can be substituted to the extent allowed by law.

8.20.4 Leave Designation: The College has the authority to designate absences that meet the criteria and the use of any paid or unpaid leave (excluding leave for work-related illness or injury covered by Workers' Compensation) will run concurrently with, not in addition to, the use of some leaves. At the conclusion of the faculty member's own leave due to health, the faculty member will be required to provide a fitness for duty certificate from a health care provider.

8.20.5 Length of Leave. The amount of time authorized for a leave of absence is subject to policy and procedure and shall not exceed more than one calendar year; provided, that such a leave of absence may be extended if conditions warrant such extension.

8.20.6 Return from Leaves. A faculty member returning from an approved leave of absence, covered by this Article, shall be allowed to return to the same position or to a comparable position. It is understood the position must be one for which the faculty member is qualified.

8.21 Unpaid Leave of Absence for Non-Health or Non-Protected Leave Purposes.

In addition to the leaves specified elsewhere in this Agreement, the College at its discretion may approve a leave of absence without pay for tenured faculty members. Leave of absences without pay may be granted for a period of time up to one (1) year upon recommendation of the appropriate Administrator and with final approval of the President. Initial requests for a leave of absence without pay must be submitted in writing to the appropriate administrator.

8.22 Personal Leave.

The Employer agrees that each full-time faculty member shall be entitled to two (2) days of absence from duty per academic year for personal leave with prior approval from the supervising administrator. Prior to exercising such right, the faculty concerned shall make a request to the Division/Department Chairperson and the appropriate administrator, and the administrator will approve the leave, provided that the individual's classes and other duties will not be adversely affected. All such leaves of absence shall be reported to the

appropriate administrator, and such absences shall be charged against the compensable sick days accumulated in accordance with 8.1 of this Article.

8.22.1 The Employer agrees that Step B adjunct faculty are eligible for one calendar day of personal leave per academic year with prior approval from the supervising administrator.

Article 9 PROBATIONARY EMPLOYMENT AND TENURE

9.1 Authority to Grant Tenure.

The authority to grant or deny tenure is vested with the Board of Trustees of Community College District No. 4 by RCW.28B.50.850-869. All decisions related to the awarding or withholding of tenure or the non-renewal or renewal of probationary academic employees are not subject to the grievance procedure of this Agreement.

9.2 Purpose of Tenure Review.

The primary purpose of the tenure process is to ensure that competent teaching faculty, counselors, and librarians serve the students of Community College District No. 4.

The following provides a reasonable and orderly process from probationary appointment to tenure status. This process protects faculty employment rights and faculty involvement in the protection of those rights.

9.3 Definitions Related to Tenure Review.

As used in this article:

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

9.3.2 "Faculty appointment", except a special faculty appointment, shall mean full-time employment as an instructor, counselor, librarian, or other position for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments; "faculty appointment" shall mean Department/Division Chairpersons and administrators to the extent that such Department/Division Chairpersons and administrators have had or do have status as an instructor, counselor, or librarian.

9.3.3 "Special faculty appointment" shall mean employment as an instructor, counselor, librarian, or other position as enumerated in 9.3.2 above when such employment results from special funds provided to the College District and when such employment is primarily maintained and funded from special funds, as set forth in 9.3.4 below.

- 9.3.4 “Special funds” shall mean all funds received by the College District other than those generated by operating fees and special fees collected by the College District pursuant to RCW 28B.15.100 and RCW 28B.15.500 and state general funds appropriated by the Legislature and distributed to the College District by the State Board. “Special funds” shall include, but not be limited to, funds received by the College District through contracts with federal, state, local, or private agencies; grants or gifts from philanthropic organizations; revenue produced by any auxiliary enterprise operated by the College District, or federal funds. In order to qualify for the exception from faculty tenure status, a position must be primarily maintained and funded at least fifty-one percent (51%) for salary and related benefits by special funds as defined herein.
- 9.3.5 “Full-time position” shall mean one in which the faculty member receives a contract labeled full-time and works a regular load of his/her department or area for three complete quarters of an academic calendar year.
- 9.3.6 “Tenure Review Committee” shall mean a committee composed of the probationer’s faculty peers, a student representative, and the administrative staff of the College District; provided, that the majority of the committee shall consist of the probationer’s faculty peers.
- 9.3.7 “Faculty peer” shall mean one who holds a faculty appointment.
- 9.3.8 “Student representative” shall mean a full-time student chosen by the ASSVC Student Senate.
- 9.3.9 “Administrative staff” shall mean those individuals holding administrative positions.
- 9.3.10 “Administrative position” shall mean those positions identified as administrative positions in the College District Policies and Procedures Manual.
- 9.3.11 “Probationer” shall mean any individual holding a probationary faculty appointment.
- 9.3.12 “Probationary faculty appointment” shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer’s term of employment.
- 9.3.13 “Appointing authority” shall mean the Board of Trustees of Community College District No. 4.
- 9.3.14 “College District” shall mean Community College District No. 4.
- 9.3.15 “Administrative appointment” shall mean employment in a specific administrative position as determined by the appointing authority.

9.4 Administration of the Tenure Review Process

- 9.4.1 Responsibility for administration of the tenure review process rests with the Vice President for Instruction. The Vice President for Instruction shall:
 - 9.4.1.1 Have responsibility for ensuring that tenure review proceeds in accordance with the procedures established in this Agreement and under RCW.28B.50.850-869.
 - 9.4.1.2 Assign all new probationers to a review committee. Each committee should be assigned a maximum of (6) six probationers.
 - 9.4.1.3 Provide an annual calendar identifying timeframes for tenure review activities, reports and deadlines for all tenure review committee members and the probationer.
 - 9.4.1.4 Provide for training to members of the tenure review committees.
- 9.4.2 The Vice President for Instruction's Office will provide information on each probationer to Tenure Review Committee chairs and will receive and distribute, as appropriate, all reports, correspondence, and recommendations.

9.5 Selection of Tenure Review Committee Members

- 9.5.1 Tenure Review Committees shall be established at the beginning of each academic year in accordance with RCW. 28B.50.850-869.
- 9.5.2 Each committee will consist of three faculty members, one administrator, and one student.
- 9.5.3 Administrators serving on a Tenure Review Committee shall be appointed by the President for a term of three years.
- 9.5.4 Students serving on a Tenure Review Committee shall be full-time students and are selected by the ASSVC for a term of one year.
- 9.5.5 Faculty serving on the Tenure Review Committee shall be selected by the majority of faculty acting in a body in a meeting open to all faculty.
- 9.5.6 It shall be the responsibility of the Vice President for Instruction to convene such a meeting or an electronic election. Faculty representatives as well as one alternate from each campus will be selected at this meeting and shall be appointed for a term of three years. An alternate review committee will also be established at this meeting.

- 9.5.7 In the event of a vacancy on a committee, a replacement shall be selected within ten (10) calendar days after a vacancy occurs.
- 9.5.8 Probationers may not be assigned to a review committee composed of their supervising administrator or Department/Division Chair. Faculty members in the same department as a probationer and who are on the review committee shall excuse themselves from review of that probationer. Faculty members on the committee shall also not sit in judgment of their own tenure or that of their spouse.
- 9.5.9 Serving as chair of a Tenure Review Committee shall satisfy required committee assignments pursuant to Article 5.3.8 or 5.4 and will be considered as fulfillment of one (1) professional development activity (PDA) pursuant to Article 7, Section 7.4.

9.6 Duties and Responsibilities of the Tenure Review Committee

- 9.6.1 General duties of the Tenure Review Committee shall include:
 - 9.6.1.1 Explaining the tenure review process to each probationer.
 - 9.6.1.2 Advising the probationers of their professional strengths and areas needing improvement.
 - 9.6.1.3 Developing with the probationer a detailed written plan to improve and strengthen performance based on committee findings; the plan should include specific timelines, outcomes, and assessment.
 - 9.6.1.4 Submitting written reports to the probationer and Vice President for Instruction, per Article 9.9.
 - 9.6.1.5 At the end of the review period, submitting to the appointing authority the committee's recommendations as to whether or not to award tenure or to extend the probationary period per Article 9.10.
- 9.6.2 The review committee shall hold the first organizational meeting by the third week of the first quarter of the tenure review timeline. At this time they will elect a chair and inform the Vice President for Instruction's office of that selection.
- 9.6.3 The committee chair will be responsible for calling subsequent meetings of the committee, scheduling committee interviews and classroom observations with probationers, and keeping the probationer informed of the process and procedures.

9.6.4 The review committee shall record and maintain official minutes of each meeting.

9.7 Criteria for Evaluating Probationers

9.7.1 The committee's evaluation of the probationer shall be directed toward and result in the determination of whether or not the probationer possesses the necessary professional competence and ability to perform effectively in his or her appointment. Evaluation will be based on assessing the probationer according to the following criteria:

9.7.1.1 Skills in teaching, counseling or as a librarian, depending on the nature of the appointment.

9.7.1.2 Ability to work with students.

9.7.1.3 Ability to create an environment that is conducive to student learning.

9.7.1.4 Ability to work cooperatively with staff, faculty, and administrators.

9.7.1.5 Knowledge or competence in the subject/discipline area.

9.7.1.6 Adherence to established College policies and procedures.

9.7.1.7 Participation in professional development and improvement.

9.7.1.8 Participation in curriculum/program development, assessment and promotion.

9.7.2 No probationer shall be required to work on any campus-wide committee during the first year of probation but will concentrate on academic requirements and job skills. The probationer shall not be required to work on more than one campus-wide committee during the second and third years of probation. All committee assignments may be waived upon the request of the Tenure Review Committee.

9.8 Tenure Review Committee Procedures

9.8.1 The Tenure Review Committee shall have the authority to obtain documents, records, testimony, and other materials deemed necessary for review of probationers.

- 9.8.2 All proceedings and reports prepared and provided pursuant to this article by any Tenure Review Committee shall be held in confidence by the Tenure Review Committee, the Vice President for Instruction, the President, and the Board of Trustees unless otherwise required by law. All probationer files shall be delivered to the Vice President for Instruction's office at the conclusion of the tenure process.
- 9.8.3 The Tenure Review Committee shall show all evaluation instruments to the probationer prior to their use.
- 9.8.4 The Tenure Review Committee's evaluation of the probationer shall be based on the following:
- 9.8.4.1 Quarterly observations by committee members while the probationer is carrying out the primary responsibilities of his or her appointment. In the case of classroom observations, this may include review of course syllabi, classroom assessment, testing and grading procedures, and other classroom materials. A minimum of one observation by a committee member shall be conducted each quarter and shall be scheduled on consultation with the probationer. Classroom observations by peers other than committee members may be requested by the probationer of the committee. The committee may also use peer observers other than committee members for classroom observations.
 - 9.8.4.2 Quarterly student evaluations of the probationer administered by the appropriate administrator(s). Such evaluations shall be conducted in every class taught by the probationers.
 - 9.8.4.3 Annual assessment of the probationer's participation in professional activities, both on and off campus.
 - 9.8.4.4 Quarterly written evaluations by the probationer's supervising administrator. The committee may request interviews with the appropriate administrator and/or Department/Division Chair.
 - 9.8.4.5 Annual written self-evaluations may be completed by the probationer or requested by the Tenure Review Committee. The probationer may utilize the Small Group Intervention Diagnosis procedure, video recording of teaching, counseling, or library sessions, or other techniques for the purpose of self-evaluation.

- 9.8.5 If the committee determines that the probationer has any weaknesses in the performance of those duties for which the probationer was hired, the committee shall identify the specific weaknesses and set forth a detailed plan for the probationer to overcome these weaknesses. Such a plan may include recommending additional courses to be taken by the probationer, consulting with others who would be in a position to assist the probationer in overcoming weaknesses, and performing any other steps the committee believes will aid the probationer to improve performance.
- 9.8.6 Should a disagreement occur between the probationer and the Tenure Review Committee over any area of evaluation, the probationer may submit a written statement of disagreement to the committee chair and shall be entitled to a written response from the committee.

9.9 Tenure Review Committee Documentation and Reporting

- 9.9.1 All written evaluations and recommendations prepared by the Tenure Review Committee pursuant to this article shall include the committee's findings and supportive data and analysis.
 - 9.9.1.1 Within ten (10) working days after any observation of the probationer by a committee member, the observer shall submit a written report to the probationer and the committee. The report shall identify the probationer's strengths and weaknesses and any areas needing improvement. The probationer and/or observer may request a meeting between probationer and observer to discuss his/her performance and the observation report. .
- 9.9.2 After each quarter, a written report outlining the probationer's strengths and weaknesses shall be submitted to the probationer and the Vice President for Instruction. This report should include recommended steps, if any, that must be taken by the probationer to improve his/her weaknesses. The review committee shall obtain the probationer's written acknowledgement of receipt of the written report and attach his/her answer, if any, to the report.
- 9.9.3 During each probationary year, a written summative evaluation of each full-time probationer's performance, including a recommendation whether to continue the tenure process, shall be submitted to the Vice President for Instruction. The review committee shall obtain the probationer's written acknowledgment of receipt of the written evaluation report and attach his/her answer, if any, to the report.

9.9.4 Prior to and no later than one complete quarter, except summer quarter, before the expiration of the probationary faculty's appointment, the Committee shall make a written recommendation to the appointing authority as to whether or not the probationer should be awarded tenure or an extension of the probationary period, per Article 9.10. The review committee shall obtain the probationer's written acknowledgment of receipt of the written evaluation report and attach his or her answer, if any, to the report.

9.10 Decision to Award or Withhold Tenure

9.10.1 The final decision to award tenure shall rest with the Board of Trustees after it has given reasonable consideration to the recommendations of the Tenure Review Committee.

9.10.2 All written evaluations and recommendations prepared and submitted by a Tenure Review Committee pursuant to these rules shall include a committee's findings and supportive data and analysis.

9.10.3 The Board of Trustees shall promulgate rules and regulations which shall provide for the award of faculty tenure following a probationary period not to exceed nine consecutive college quarters, excluding summer quarter, and approved leaves of absence: provided, that tenure may be awarded at any time as may be determined by the appointing authority after it has given reasonable consideration to the recommendations of the review committee. Upon formal recommendation of the Tenure Review Committee and with the written consent of the probationary faculty member, the appointing authority may extend its probationary period for one, two, or three quarters, excluding summer quarter, beyond the maximum probationary period established herein. No such extension shall be made, however, unless the Tenure Review Committee's recommendation is based on its belief that the probationary faculty member needs additional time to complete satisfactorily a professional improvement plan already in progress and in the committee's further belief that the probationary faculty member will complete the plan satisfactorily. At the conclusion of any such extension, the appointing authority may award tenure unless the probationary faculty member has, in the judgment of the committee, failed to complete the professional improvement plan satisfactorily.

9.10.4 No later than one complete quarter, except summer quarter, before the expiration of the probationary faculty's appointment, the appointing authority shall notify the probationary faculty of the decision to either grant tenure at the conclusion of the probationary period or not renew the appointment for the ensuing year.

9.10.5 This appointment to tenure is effective until the faculty member retires or resigns from the tenured position or is dismissed for "sufficient cause" and by due process, as defined in Article 13.

Article 10 ARTICLE 10 - ECONOMIC PROVISIONS

10.1 Full-time Faculty Compensation.

10.1.1 Contractual days. Full-time schedule predicated upon one hundred seventy-two- (172) contractual days.

10.1.2 Full time Faculty Compensation Chart. See Appendix A for faculty compensation chart.

10.1.3 All new annually contracted faculty will be placed on the Initial Placement Schedule based on experience as described below. Annually contracted faculty are those who are issued an annual contract and are paid on the basis of the full-time faculty salary schedule.

10.1.3.1 Step 1: A combination of education and experience totaling less than 10 years.

10.1.3.2 Step 2: A combination of education and experience totaling 10 years or more

10.1.4 Exceptional Placement - To be determined by college administration to address recruitment issues. Criteria for experience:

10.1.4.1 One year for each year of full-time equivalent college teaching experience.

10.1.4.2 One year for each year of full-time non-college teaching experience which directly relates to the Skagit Valley College assignment.

10.1.4.3 One year for each year (12 months) of full-time professional-technical work experience which directly relates to the Skagit Valley College assignment.

10.1.4.4 One year for every two years of research or graduate teaching assistant experience or teaching or related experience in the industry such as seminars and workshops.

10.1.4.5 In evaluating part-time college teaching experience, forty-five (45) quarter credit hours shall be used as the basis for determining annual full-time teaching equivalency. No more than forty-five (45) credits will be counted in each academic year.

10.1.4.6 One year for each year of teaching or work experience as a librarian, counselor, or equivalent.

- 10.1.5 Placement on FT faculty schedule. After the greater of three years or nine academic quarters of temporary full-time employment, temporary full-time faculty will be placed on the full-time faculty schedule at Level-1 (or Level 1-PhD for those holding doctorates) in a non-tenure track position. Non-tenure track faculty on salary Levels 1 to 3 (or 3-PhD) shall receive increments equivalent to those paid to tenured full-time faculty on the same level. Temporary or non-tenured faculty who are placed in a probationary track position and have met the nine academic quarters of full-time employment will be placed on the full-time faculty schedule at Level 1.
- 10.1.6 Probationary Placement. Probationary faculty who receive tenure will be placed at Level 1 (or Level 1-PhD for those holding doctorates) on the full-time faculty schedule. A promotion will be given following successful completion of the probationary period and the granting of tenure by the Board of Trustees. The promotion is based on increased responsibilities of committee assignments, advising loads, and other duties and shall be granted the quarter following the receiving of tenure (excluding summer quarter). Promotion shall be granted independent of any salary allocation process.
- 10.1.7 Temporary to Probationary Placement. Those faculty that have a change in assignment from full-time temporary to probationary status will not be penalized by their change of status and will receive the monetary increment from Initial Placement to the Tenure Faculty Schedule, even if their promotion to tenure faculty status has not yet taken place. Similarly, any non-tenure track faculty currently on the Tenure Faculty Schedule will not be reduced in pay or placement on the schedule after moving into a probationary position and/or the granting of tenure. Those faculty shall continue to move with their cohort through the Tenure Faculty Schedule.
- 10.1.8 Salary Transition. Transition to the new schedule shall be in accordance with a control list initialed by SVCFT Representative and Management Representative.
- 10.1.9 Increments. Increment movement from one level to the next is contingent on legislative funding and is therefore not guaranteed each year.
- 10.1.10 Turnover. Use of turnover dollars will be determined by SVCFT.
- 10.1.11 Master Faculty Status: For the period of this contract, the College will fund three (3) master status promotions each year based on faculty seniority and a successful application for master status. These promotions will be based upon demonstrating current contributions in the three categories below. Tasks that overlap categories may only be used to qualify an instructor in one category. Example: Department/ Division Chair may be used in the Leadership or Faculty Related Activities category but not in both.

Requirements for obtaining Master Faculty Status:

- 10.1.11.1 Leadership: Examples of leadership may include but are not limited to:
 - 10.1.11.1.1 Serving on committees such as hiring, Tenure Review, Professional Development, or state or national committees
 - 10.1.11.1.2 Club advisors
 - 10.1.11.1.3 SVCFT officers
 - 10.1.11.1.4 Governance committees
 - 10.1.11.1.5 Department/Division Chair
- 10.1.11.2 Faculty Related Activities: Examples may include but are not limited to:
 - 10.1.11.2.1 Projects that improve student learning
 - 10.1.11.2.2 Development of on-line, eLearning courses, or on line services to students and staff
 - 10.1.11.2.3 Community service
 - 10.1.11.2.4 Assessment projects
 - 10.1.11.2.5 Student advising
 - 10.1.11.2.6 Advisory board
 - 10.1.11.2.7 Classroom assessment
 - 10.1.11.2.8 Exceptional faculty award
 - 10.1.11.2.9 Institutional service – greenhouse, SVC Art Gallery, etc.
 - 10.1.11.2.10 Mentoring of full or adjunct faculty in areas such as improving teaching techniques, developing of new curriculum, developing on-line curriculum, or administering faculty/classroom assessments. Professional Development: Examples may include but are not limited to:
 - 10.1.11.2.11 Application of new teaching strategies

10.1.11.2.12 Use of skills learned from a professional development activity

10.1.11.2.13 Ongoing professional development (degree attainment, upper level credits)

10.1.11.2.14 Sabbatical

10.1.11.2.15 Presenting at and/or attending seminars, workshops, or conferences

10.1.12 Timeline for Master Faculty Status promotion: On or before the following dates of each year the administration and faculty must complete the following activities to administer the master status promotion. If the date falls on a Saturday, then the due date will be the Friday before, and if the date falls on a Sunday, the due date will be the subsequent Monday.

Second Friday in April - The Vice President for Instruction will make an announcement to the faculty regarding the application process for master status.

Fourth Friday in April - The faculty member must submit the completed master status application to the Vice President for Instruction.

Third Tuesday in May – The Vice President for Instruction will notify all applicants in writing of the decision to approve or deny their master status request.

Fourth Friday in May – In a case where master status has been denied, the faculty member must submit by Fourth Friday in May, to the ad-hoc Master Status Review Committee (MSRC), all documentation applicable to their master status request, including the Master Status Request for Review Application. The MSRC may request supplementary materials or input from the faculty member.

The composition of the MSRC will be three faculty elected by the SVCFT and two administrators appointed by the President or designee.

Second Friday in June – The MSRC will review the materials and provide a written recommendation and appropriate documentation to the Vice President for Instruction.

Third Tuesday in June - The Vice President for Instruction will review the MSRC recommendations, make a decision regarding the recommendations from the MSRC, and notify the faculty member of the final decision. There are no further appeals available regarding the decision.

Salary adjustments to the master status step will be effective at the beginning of fall quarter following approval.

10.1.13 Full-time Temporary Faculty (non-tenured and non-tenure track) Contracts

Payment for full-time temporary or prorata contracts will be based on pro-rata pay of the Initial Placement Salary Schedule (based on 45 IU's). In addition, those individuals who have full-time temporary contracts are expected to fulfill similar duties and responsibilities of a full-time faculty member as described in Section 5.2. After the greater of three years or nine academic quarters of full-time temporary contracts that are the equivalent of full-time employment, the faculty will be placed on the full-time faculty schedule at level one (or level 1-PhD for those holding doctorates) in a non-tenure track position.

10.2 Adjunct Faculty Salary Schedule.

10.2.1 Faculty Compensation Unit Rate: See Appendix A for adjunct salary schedule. Step B rate is 75% of Step 1 Full-time initial placement salary. (Rates are subject to increase by State provided COLA or other part-time salary enhancement dollars.)

10.2.1.1 Summer Rate. Annually contracted full time faculty who meet the criteria for Adjunct Promotion, per 10.2.2, will be compensated at Step B of the Adjunct wage scale

10.2.1.2 Moonlight. Moonlight Rate for annually contracted faculty: See Appendix A for adjunct salary schedule. Full-time faculty who moonlight are paid at Step A of adjunct salary schedule.

10.2.1.3 Faculty compensation units (FCU) are computed by total hours (lecture, lab, clinical) identified on the approved course outline for a given course divided by eleven (11). Adjunct faculty pay is computed by multiplying the faculty compensation unit rate by the number of faculty compensation units. This is for pay purposes only.

Example*: BISC 220 33 lecture, 44 lab

$33 + 44 = 77$

$77/11 = 7$ FCUs

A Step A faculty member would be paid $7 \times \$679 = \4753

* refer to Salary Appendix A for current rates of pay.

10.2.2 Adjunct Faculty Promotions.

10.2.2.1 Any adjunct faculty member who fails to complete the Professional Development Activity (PDA) each academic year may not be offered an adjunct faculty assignment.

10.2.2.2 Step A: As an ongoing condition of employment, all adjunct faculty who are on Step A will be required to complete two PDAs each academic year, per 10.2.3 below.

10.2.2.3 Step B:

10.2.2.3.1 Step A adjunct faculty who have satisfactorily taught a total of 120 FCUs or more at Skagit Valley College since the beginning of Summer Quarter 2007 to the present.

10.2.2.3.2 Adjunct faculty must meet the educational requirements on the job description published by Human Resources for a full-time position in their currently assigned role at Skagit Valley College.

10.2.2.3.3 As an ongoing condition of employment, all adjunct faculty who are on Step B will be required to complete three PDAs each academic year.

10.2.2.3.4 Adjunct faculty promoted to Step B agree to hold a minimum of two office hours per week, either onsite or online.

10.2.2.3.5 Note: Annually contracted, full-time faculty (i.e. full-time temporary, probationary, and tenured faculty) are not eligible to receive Step B pay for moonlight assignments.

10.2.3 Professional Development Activities (PDAs).

10.2.3.1 Adjunct faculty members must submit a written request for approval for their PDAs to their appropriate unit administrator by November 15 or the third week of their first quarter of employment, and each academic year thereafter by November 15.

10.2.3.2 Each adjunct faculty member must submit the verification of completion of the PDAs to the appropriate unit administrator no later than June 1 of each year.

10.2.3.3 Professional development activities for adjunct faculty include but are not limited to: committee service, unpaid unit or departmental meetings, CLT training sessions, reading professional literature, workshops, conferences, back to industry experiences, research, projects, college coursework, club advising, student advising, or industry certification.

10.2.4 Appeals Process for PDA disputes.

10.2.4.1 Disputes regarding the approval of PDAs shall be submitted to the Professional Development Committee for advice and recommendation. Said recommendation will be returned to the adjunct faculty member and appropriate administrator. If necessary, final resolution will be handled by the Vice President for Instruction.

10.2.4.2 Disputes regarding the satisfactory completion of a PDA shall be submitted in writing to the Vice President for Instruction for review. Requests submitted after June 30 of each year may not be considered.

10.2.5 Timeline for adjunct faculty promotions.

10.2.5.1 On or before the following dates of each year, the administration and faculty must complete the following activities to administer adjunct faculty promotions. If the date falls on a Saturday, then the due date will be the Friday before, and if the date falls on a Sunday, the due date will be the subsequent Monday.

April 8 – On or before April 8 of each year, the SVCFT and administration shall confer on the criteria in order to broaden eligibility for promotion.

May 15 – Human Resources will make an announcement to the adjunct faculty regarding the application process and criteria for adjunct faculty promotions for the current year. Adjunct faculty who believe they have met the criteria and are willing to accept the increased duties for the new step have the responsibility to submit a written request to Human Resources.

May 25 – The adjunct faculty member must submit a written request to Human Resources, and to the adjunct faculty liaison (if available), and to the SVCFT president, for review of their eligibility for promotion.

June 1 – Human Resources will notify all applicants in writing of the approval or denial of their promotion request. Promotions shall be established and implemented at the beginning of the academic year (summer quarter).

June 10 – In a case where the adjunct faculty member thinks they have been inappropriately denied promotion, the faculty member has the opportunity to request further review by submitting by June 10 to Human Resources, and to the adjunct faculty liaison (if available), and to the SVCFT president, all documentation applicable to their request.

June 15 – The SVCFT representative will meet with Human Resources to review the situation and will provide a written decision and appropriate documentation to the adjunct faculty member by June 15.

10.2.6 Non-Compliance.

10.2.6.1 By April 20th, the appropriate unit administrator will email all adjunct faculty who have not met their PDA requirements a notification of possible non-compliance.

10.2.6.2 Any Step B faculty who have not been maintaining their scheduled office hours will immediately be emailed a notification of possible non-compliance by their unit administrator.

10.2.6.3 If an adjunct faculty member does not complete the professional development activity(s) or the required office hours, the faculty member will revert back to their previous step at the beginning of the next academic year. The adjunct faculty member will be required to remain at this rate for at least one year.

10.2.7 State Allocation. The parties agree that the distribution of any allocation by the State Board for Community and Technical Colleges for adjunct faculty shall be negotiated each year.

10.2.8 Supplementary Assignment Rate. See Appendix A for salary schedule.

Hourly services rendered by full-time and adjunct faculty outside of their contractual work assignment that are approved in advance by the appropriate administrator. This may include summer activities, curriculum development, special committee assignments, or required meetings.

The following pay practices are hereby established for adjunct faculty not otherwise paid from the full-time faculty schedule:

- 10.2.8.1 Linked courses. The faculty member shall receive additional pay per Appendix A for preparation.
- 10.2.8.2 New Learning Communities. The faculty member shall receive additional pay per Appendix A for initial preparation.
- 10.2.8.3 Fully collaborative Courses. Compensation shall be equal to the total credit hours of the course.
- 10.2.8.4 Meeting and In-Service. For all faculty meetings and in-service training assigned by the appropriate administrator, the faculty shall be compensated at their supplementary assignment rate.
- 10.2.8.5 Cancellation. In the event of a class canceled within five (5) working days of its start date, or a faculty reassignment to meet workload requirements is made within five (5) working days of the class start date, the faculty member shall receive five (5) hours of compensation at the supplementary assignment rate for preparation, plus compensation for any class time met.
- 10.2.8.6 Learning Communities - In fully coordinated learning communities, credit load for each faculty member shall be equivalent to the total credit hours for the community. For courses with state-recommended enrollment caps such as college level speech and college level English comp courses, the instructor receives the greater of credit load for two sections of their individual course or credit load for the community.
- 10.2.8.7 Linked learning communities and federated communities. Will be compensated according to the stipends in Appendix A.

10.3 Multi-Quarter Contracts for Adjunct Faculty Positions.

SVCFT and Skagit Valley College recognize that (a) providing consistent and predictable scheduling is an important factor in delivering high quality teaching, (b) attracting and retaining high quality adjunct faculty is critical to our students' success, and (c) increasing job security for adjunct faculty improves our quality of instruction. We therefore formally recognize the crucial, necessary role that adjunct faculty fulfill at the College. As one strategy to achieve these interests, multi-quarter contracts shall be offered to adjunct faculty in programs with stable class schedules and enrollments. Multi-quarter contracts are on an academic year basis and shall consist of employment up to three consecutive quarters and can be any number of FCUs per quarter. The appropriate administrator is responsible for assigning adjunct faculty and will consider the following in no particular order: needs of the department, seniority, qualifications, evaluations, availability, and moonlight requests.

Reassignment of courses for faculty on multi-quarter contracts may occur based on cancellation of courses, low enrollments, or program changes, but the total number of IUs will not change, nor will the contract be terminated without just cause.

It is understood that by offering multi-quarter contracts to an adjunct faculty, there is no guarantee that future multi-quarter contracts will be offered to that individual.

Skagit Valley College is committed to offering as many multi-quarter contracts as it can, whenever possible. The Office of the Vice President for Instruction shall collect data on the number of multi-quarter contracts offered each year, and a representative from SVCFT and the Vice President for Instruction will meet to confer annually no later than the second Tuesday of May to determine the number of multi-quarter contracts to be offered for the next academic year.

Multi-quarter contracts will be issued the last week in July each year.

10.3.1 Priority Hire List Faculty. Individuals grandfathered in from the priority hire list, as of June 2016, will have first rights to multi-quarter contracts, with a minimum of 10 credits, for which they are qualified, provided they continue to receive adequate evaluations from their appropriate administrator. If multi-quarter contracts are not offered, individuals on the priority hire list will be given priority for course assignment, up to 10 credits per quarter, for which they are qualified, provided there are enough courses and sections available after full time faculty load and moonlight assignment.

10.4 Beyond Normal Teaching Load Pay.

Due to the nature of certain programs, full-time faculty may be assigned to teach loads which exceed the normal teaching load of 45-48 instructional units. Payment for these beyond load will be paid during spring quarter after determination of the faculty member's load is completed. This pay does not apply to optional assignments. Payment will be based on the percent of load in excess of their normal teaching load times the level pay of the full-time faculty on the full-time faculty schedules. Beyond normal teaching load pay will be computed as follows [(Academic Year IU load 48 – 1) x [Level of pay from full-time schedule]

Example: Academic IU load* = 51; Level of pay = level 2, \$64,768
Beyond Normal Teaching Load Pay = [(51/48)-1] x \$64,768 = \$4048.00
*See Appendix A for updated rates of pay.

10.5 Extra Duty and Summer Pay.

10.5.1 In order to maintain certain teaching functions, counseling functions and library-media functions, contracts beyond the basic standard (nine-month) contract are necessary. Such contracts are based upon the recommendation of appropriate supervisors who determine the length of time necessary to maintain the functions described above. The salary for extended contracts shall be .0058 of the employee's base annual salary for the current academic year for each assigned day unless otherwise dictated by legislation. This section applies to full-time academic employees, such as Early Childhood Education, Nursing, Allied Health Education, Counseling, and Library Media Services, who perform activities that are substantially equivalent to those in the regular school year.

10.5.2 Payment for teaching functions during summer session shall be in accordance with the Adjunct faculty Salary Schedule (see Appendix A).

10.5.3 Moonlight Courses/Assignment. Courses that annually contracted faculty who are asked and voluntarily agree to teach beyond their normal assignment for the quarter. This may include day, evening, weekend, or a course outside of their discipline or program. Moonlighting is paid at Step A of the adjunct faculty rate, and is paid during the quarter in which the service is delivered.

Moonlight Assignments. Full-time faculty with moonlight assignments shall not have the right to bump adjunct faculty when a class is canceled, as long as load for the full-time faculty is maintained.

10.5.4 Independent Study. Where classes are taught by independent study, the faculty member shall be paid on the basis of the Moonlight pay or appropriate Adjunct Step A FCU Rate divided by 10 times the number of students times Faculty Compensation Units, provided that such calculations shall not exceed the amount derived from the Adjunct Faculty Salary Schedule Faculty Compensation Rate.

Example*: MATH 224, 55 lecture, $55/11 = 5$ FCU's

An independent study course for MATH 224 with only 3 students would be paid as follows: $\$679/10 = \$67.90 * 3 \text{ students} * 5 \text{ FCU's} = \1018.50)

*See Appendix A for updated rates of pay.

Faculty that are requested by their supervisor to teach an independent study course will be notified by their supervisor that when teaching said course the faculty has no obligation to meet as the course was originally published in the schedule. Faculty determine the structure of independent study classes.

- 10.5.5 Low Enrolled Courses. In situations where class enrollment does not exceed 10 students, the assigned faculty may be provided the option at the request of the appropriate unit administrator to teach the class on a per headcount basis as defined in 10.5.4.
- 10.5.6 Clustered Classes. The College may cluster classes with similar content provided the class capacity is not exceeded, and on ground contact hours do not increase, and this is done in collaboration with the full-time faculty within the discipline area. On a quarterly basis the SVCFT Labor Management Committee will review contracts issued for clustered classes.
- 10.5.7 Stipends. For payment of stipends, the following schedule shall apply. Stipend units will be multiplied by the stipend base unit rate in Appendix A.

Other Assignments	Stipend Units per quarter
Title IX Advocate	1
Newspaper Advisor	2.5
KSVR Station Manager	2.5
Director of choral music activities	4
Director of instrumental music activities	3
Art Gallery Curator	3.5
Ceramics	1
Director of Theater	4

	Stipend Units per production
Musical Theater Director	3

Nothing herein shall be construed to require the administration to continue said activities.

Learning Communities	Stipend Units per course
<i>For Definitions of Learning Community Structures see the General Education Guidelines</i>	
Linked Learning Communities	0.7
Federated Learning Communities	
Core Instructor stipend	0.4
Core Instructor - for each enrolled federated course	0.1
Federated Instructor stipend	0.2
Adjunct faculty – New Fully Coordinated Initial Preparation	0.7
Adjunct faculty – New Link Initial Preparation	0.5
Adjunct faculty – New Federated Core Initial Preparation	0.5

10.6 Department/Division Chair Compensation.

Upon acceptance of the 3-year Department Chair responsibility, Department Chairs will select one of the following options for compensation:

10.6.1 Option 1: Five instructional units of reassigned time in one quarter of each academic year as mutually agreed upon by the Department Chair and appropriate supervisor.

Note: The reassigned time described in this option shall not affect outside accrediting body requirements for program director release time.

10.6.2 Option 2: Payment for five faculty compensation units at the stipend rate of the adjunct faculty schedule in one quarter of each academic year as so chosen by the Department Chair.

10.6.3 Division Chairs will:

10.6.3.1 Receive 2/3 reassigned time for the academic year.

10.6.3.2 Be paid for the equivalent of eight faculty compensation units at the stipend rate of the adjunct faculty schedule per year. Summer pay is included in the eight faculty compensation units.

10.6.3.3 Be granted upon successful completion of the three-year-term a promotion on the salary schedule equivalent to a one level increase. This promotion will be maintained for perpetuity (Division Chairs will always be one level ahead of their salary cohort).

10.6.3.4 Be expected to have a summer workload not to exceed the equivalent of ten days.

10.6.3.5 Be limited to teach no more than 15 credits per academic year of moonlight (overload) classes.

10.6.3.6 Departments and divisions are in accordance with Appendix K. The administration and SVCFT, working cooperatively, can add, delete, or consolidate departments and divisions to the Appendix K in a mutually agreeable fashion.

10.7 Retirement Programs.

10.7.1 The Employer shall make available to eligible faculty such annuity or retirement programs authorized by law, State Board Policy 2.70.01 and WAC 131-16-010 through WAC 131-16060, as now or hereafter amended.

Early Retirement shall be in accordance with Appendix B.

10.7.2 Early Notification – Retirement: To provide for an effective search for replacement faculty, the College will provide a one-time payment to a faculty member who is placed on the full-time faculty salary schedule who provides a signed declaration of retirement prior to October 1 of their current contract year. A signed, written agreement, upon acceptance by the institution, will verify the faculty member’s current contract. The payment of a stipend in the amount of \$2,500.00 will be made to the employee in a lump sum in their final paycheck.

10.8 Insurance Programs.

Pursuant to State Board Policy 2.70.02, eligible faculty may participate in health and life insurance plans made available and administered by the Public Employee’s Benefits Board; provided, that, with the approval of the Public Employee’s Benefits Board, other types of insurance plans, except for liability insurance, may be made available. The amount of monthly College District premium contribution paid on behalf of each participating faculty shall be that designated by the Public Employee’s Benefits Board. The premium entitles eligible employees to basic life, long-term disability, and medical/dental insurance. Eligibility for such insurance programs is defined by WAC 182-12.

Article 11 DISCIPLINE

11.1 Intent.

All faculty members are expected to perform the duties and responsibilities of their primary work assignment, as referenced in Article 5.0 Workload, and to comply with Board Policies, the College’s rules, regulations, and administrative policies and procedures, and state and federal laws.

11.2 Attempt at Informal Resolution.

Nothing in this Agreement precludes the supervising administrator from attempting to resolve any matter informally with a faculty member. If, during a meeting between the supervising administrator and the faculty member, the supervising administrator concludes that discipline could reasonably result from the information provided by the faculty member; the supervisory administrator shall inform the faculty member of such and allow the faculty member to seek representation from the SCVFT.

11.3 Right to Representation.

- 11.3.1 Investigation Interviews and Disciplinary Meetings. A faculty member shall have the right to have an SVCFT representative present at an investigation interview called by the College if the faculty member reasonably believes discipline could result or at disciplinary meetings in which discipline is anticipated or imposed. Once a request for SVCFT representation is requested, the College will cease any proceedings at the request of a faculty member to allow him or her to obtain representation.
- 11.3.2 Faculty Member Responsible for Contacting SVCFT. Faculty members seeking representation are responsible for contacting their SVCFT representative. If the requested representative is not reasonably available, the faculty member will select another available SVCFT representative. If a representative is still not available, the meeting will be rescheduled at a mutually agreeable time, but no later than five (5) calendar days after the first meeting was scheduled.
- 11.3.3 No Interference. The exercise of rights in this Article will not interfere with the College's right to conduct an investigation.

11.4 Investigations.

- 11.4.1 Right to Conduct an Investigation. The College reserves the right to conduct an investigation into any allegation of misconduct or any alleged violation of this Agreement or any Board Policies, the College's rules, regulations, and administrative policies, state and federal law, and professional ethics. All faculty members are required to cooperate with the College's investigation.
- 11.4.2 Timely Resolution. The College and Association agree to cooperate to ensure the timely resolution of investigations of alleged faculty member misconduct.
- 11.4.3 Anonymous Complaints. Anonymous complaints may not be used as a basis for discipline. Anonymous complaints are defined as those in which the identity of the complainant is unknown, or in which the complainant's identity is not disclosed to the faculty member. This does not preclude informal notice to the faculty member that an anonymous complaint was received, nor does it preclude the College from following up on an anonymous complaint, where evidence exists to support the complaint. The College is entitled to conduct an investigation where evidence suggests faculty member wrongdoing and follow-up with discipline where appropriate and supported by rebuttable evidence.

- 11.4.4 Formal Complaint. A formal complaint made against a faculty member by a student or other person will be called to the attention of the faculty member within seven (7) business days of the filing. When the Human Resources Office, after reviewing the complaint, determines an investigation is warranted, notice will be given to the faculty member within ten (10) business days of that decision. Student complaints not related to the College's Prevention of Harassment and Discrimination Policy will be handled in accordance with the College's Code of Student Rights and Responsibilities, as currently enacted or hereafter amended.
- 11.4.5 Investigation Process. The College has the authority to determine the method of conducting investigations. An investigation may be conducted by an administrator or independent third party, as determined appropriate by the Human Resources Office. All administrators conducting such internal investigations shall have received training in standard investigative procedures.
- 11.4.6 Administrative Leave. When determined appropriate by the Human Resources Office, a faculty member may be placed on administrative leave with pay, pending the outcome of the investigation and/or imposition of discipline. A faculty member placed on administrative leave will not be prohibited from contacting an SVCFT representative.
- 11.4.7 Investigation Findings. A summary of the investigation findings, if requested, will be made available to the faculty member and SVCFT within thirty (30) business days of the conclusion of the investigation. A request for disclosure of any investigation report filed by the assigned investigator will be filled by the College pursuant to state and federal disclosure laws.

11.5 Discipline.

The College has the authority to impose discipline, which may be grieved as set forth in Article 12 – Grievance Procedure. The following will be considered in imposing discipline:

- 11.5.1 Just Cause. No faculty member shall be disciplined without just cause. The seven tenets of just cause are the following:
- 11.5.1.1 Notice. The College gave the faculty member forewarning or foreknowledge of the possible or probable consequences of the faculty member's disciplinary conduct.
- 11.5.1.2 Reasonable Rule or Order. The College's rules or managerial orders, as identified in 11.1, are reasonably related to (a) the orderly, efficient, and safe operation of the College's business, and (b) the performance that the College might properly expect of the faculty member.

- 11.5.1.3 Investigation. The College, before administering the discipline, made an effort to discover whether the faculty member did, in fact, violate or disobey a rule or order of the College.
- 11.5.1.4 Fair Investigation. The College's investigation was conducted fairly and objectively.
- 11.5.1.5 Proof. The investigator obtained reasonable evidence or proof that the faculty member did engage in misconduct contrary to Board Policies, the College's rules, regulations, and administrative policies and procedures, and state and federal laws.
- 11.5.1.6 Equal Treatment. The College has applied its rules, orders and penalties evenhandedly and without discrimination to all faculty members.
- 11.5.1.7 Penalty. The degree of discipline administered by the College in the particular case was reasonably related to (a) the seriousness of the faculty member's proven offense, and (b) the record of the faculty member's service with the College.
- 11.5.2 Progressive Discipline. The College shall apply, where appropriate, the principles of progressive discipline as follows: verbal warning, written reprimand, suspension with or without pay, and finally dismissal (refer to Article 13 Dismissal for Sufficient Cause or Reduction in Force). The College will not be required to apply progressive discipline where the nature of the misconduct calls for the imposition of more serious discipline or discharge.
- 11.5.3 Time Limitations. No disciplinary action beyond three (3) calendar years may be used to justify current disciplinary action, except for last chance agreements or repeat misconduct. A repeat of the same misconduct can renew the three-year period for which the disciplinary action could be used as a basis for or step in progressive discipline.
- 11.5.4 Notice to Faculty Member. Verbal warnings and written reprimands will be identified as such. Prior to taking disciplinary action other than a verbal warning or written reprimand, the appropriate vice president will issue a "Notice of Proposed Disciplinary Action" to the faculty member, with a copy to SVCFT. Such notice will list the charge(s), an explanation of the evidence which forms the basis of the charge(s), and the action contemplated. The notice will also provide a meeting date and time at which the faculty member, with the assistance of an SVCFT representative if requested by the faculty member, may provide information and reasons orally or in writing why the discipline should not be imposed.

- 11.5.5 Imposition of Disciplinary Action. Once the supervising administrator and/or appropriate vice president has considered the information provided by the faculty member in Section 11.5.4 and determines disciplinary action to be appropriate, the faculty member will be provided a “Letter of Disciplinary Action,” with a copy to SVCFT.
- 11.5.6 Privacy. When investigating a complaint and/or disciplining a faculty member, the College will make an effort to protect the privacy of the faculty member.
- 11.5.7 Off-Duty Conduct. The off-duty activities of a faculty member may be grounds for disciplinary action if said activities are a conflict of interest as set forth in Chapter 42.52 RCW, as currently enacted or hereafter amended; are detrimental to the faculty member’s work performance or the programs of the College; or otherwise constitutes just cause. Unless prevented by extenuating circumstances, faculty members will report, within twenty-four (24) hours of the action or prior to the faculty member’s scheduled shift, whichever occurs first, all arrests and any court-imposed sanctions or conditions that may reasonably affect his or her ability to perform his or her duties and responsibilities to the College.

Article 12 GRIEVANCE PROCEDURE

12.1 Purpose and Definitions.

It is the declared objective of the Board and the SVCFT 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 Employer that a faculty member or the Federation believes to be a violation, misinterpretation, or misapplication of this Agreement.

12.2 Informal Level.

It is encouraged that the parties shall attempt to resolve any grievance at the lowest level.

12.3 Formal Level.

12.3.1 Step One:

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

Formal Level Step 1, as described below, shall be the only level at which faculty can file without Federation intervention. If the SVCFT finds the adjustment of a grievance at Step 1 is not consistent with the terms and conditions of this Agreement, the SVCFT may file

the grievance at Step 2. 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 SVCFT.

If the grievance cannot be adjusted informally, the grievant shall reduce the grievance to writing, stating the facts upon which it is based, the applicable provision(s) of this Agreement, and the remedy sought. The signed grievance shall be submitted to the Vice President for Instruction, within twelve (12) working days after the occurrence of the grievance or within twelve (12) working days from the time the grievant or the Federation should have reasonably become aware of the occurrence of the event giving rise to the grievance, whichever is later. The Vice President for Instruction, upon receipt of the written grievance, shall sign and date the grievance and shall give a copy of the grievance to both the grievant and the Federation. The Vice President for Instruction shall answer the grievance in writing, including the reasons upon which the decision was based, within ten (10) working days of receiving the grievance and shall concurrently send a copy of the grievance, his or her decision, and any and all supportive evidence to the grievant and the Federation.

12.3.2 Step Two:

If no satisfactory settlement is reached at Step 1, the grievance may be appealed to the President of the College or a designated representative within seven (7) working days of the decision rendered in Step 1. The President or a designated representative shall arrange for a meeting with the grievant and Federation representative to hear the evidence, and such meeting shall be scheduled within seven (7) working days of the receipt of the appeal. The President or a designated representative shall provide a written decision, incorporating the reasons upon which the decision was based, to the grievant and the Federation within ten (10) working days from the conclusion of the meeting. The decision rendered at Step 2 shall be considered the final position of the Employer.

12.3.3 Step Three:

12.3.3.1 If no satisfactory settlement is reached at Step 2, within ten (10) working days of the receipt of the Step 2 decision, the Federation may at its sole discretion appeal the final decision of the Employer to the American Arbitration Association or Public Employment Relations Commission for arbitration under the voluntary rules.

12.3.3.2 The arbitrator shall hold a hearing within twenty (20) days of his/her appointment. Seven days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue a decision within thirty (30) days from the date final written briefs have been submitted, or if waived by both parties, thirty (30) days after the completion of the hearing. The arbitrator's decision will be in writing and will set forth his or her findings of fact, reasoning, and conclusions on the issues submitted to him or her. The decision of the arbitrator shall be final and binding upon the Employer, the Federation and the affected employee(s). The fees and expenses of the arbitrator shall be equally shared by both parties.

12.3.4 Time Limits.

12.3.4.1 A working day shall be defined as a day on which the main office of the college is open for business (M-F). In calculating working days as used in this article, those days that fall between the end of one quarter in any of the four quarters and the beginning of the subsequent quarter shall be excluded.

12.3.4.2 Failure on the part of the Employer to render a written decision concerning the grievance at any step of this procedure and within the time limits specified shall be considered a settlement in favor of the grievant.

12.3.4.3 Failure on the part of the grievant to appeal a grievance or render a decision on any step of this procedure shall be considered as acceptance of the decision of the Employer.

12.3.4.4 All time limits within this grievance procedure may be extended by mutual agreement in writing between the parties. Grievances initiated during the duration of this Agreement shall be fully processed in accordance with the terms of this Agreement.

12.3.4.5 All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. All grievance hearings shall be heard during the daily work day and no faculty involved in the grievance hearing as a witness or grievant shall suffer loss of salary or other benefits.

12.3.5 Jurisdiction of the Arbitrator.

12.3.5.1 The arbitrator shall decide all substantive and procedural issues related to the arbitration.

- 12.3.5.2 Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator, provided that the arbitrator shall resolve the question of arbitrability prior to hearing the merits of the grievance.
- 12.3.5.3 The provisions of Article 9 of this Agreement shall not be subject to this grievance procedure.
- 12.3.5.4 The arbitrator shall have no authority to alter, add to, or subtract from any of the terms and conditions of this Agreement.
- 12.3.5.5 The arbitrator shall have no authority to render a decision or award beyond the termination date, or renewal or extension thereof, of this Agreement.
- 12.3.5.6 The arbitrator shall have authority to base his or her decision or award on the evidence and matters presented to him/her by the parties in the presence of each other, the matters presented in the written briefs of the parties, and all appropriate arbitration rulings, decisions and awards previously decided upon.
- 12.3.6 Appeal of Arbitration. Petition by either party to a court of competent jurisdiction, on any arbitration decision or award shall be limited to the following:
 - 12.3.6.1 The arbitrator exceeded his/her jurisdiction or authority under this Agreement.
 - 12.3.6.2 The arbitrator's decision or award is based on an error of law.

Article 13 DISMISSAL FOR SUFFICIENT CAUSE OR REDUCTION IN FORCE

13.1 Dismissal for Sufficient Cause.

Dismissal of tenured faculty for sufficient cause and dismissal of probationary or annually contracted faculty for sufficient cause, during the term of their appointments, shall be governed by this article.

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

- 13.1.1 Aiding, abetting or participating in:
 - 13.1.1.1 Any unlawful act of violence

- 13.1.1.2 Any unlawful act resulting in the destruction of college property
- 13.1.1.3 Any unlawful interference with the orderly conduct of the educational process
- 13.1.2 Incompetence in the performance of professional duties
- 13.1.3 Serious neglect of duty
- 13.1.4 Physical or mental incapacity to perform duties as a professional faculty member
- 13.1.5 Insubordination
- 13.1.6 Substance abuse in the workplace
- 13.1.7 Theft or embezzlement of state property
- 13.1.8 Significant or sustained breach of employment contract.

13.2 Procedures Relating to Dismissal for Sufficient Cause.

When reason arises to question the fitness of a faculty member it shall be the policy to attempt to resolve the matter in informal discussion with the employee without instituting the formal dismissal procedure.

- 13.2.1 Preliminary Procedure. Prior to implementing formal action for dismissal of a faculty member for sufficient cause, the supervising Dean/Vice President shall schedule a meeting with the faculty member to inform him or her of the proposed action, including an explanation of the specific grounds for dismissal. The faculty member shall also be given a written statement of the grounds for dismissal and informed that he or she has ten (10) working days to respond, in writing, to present reasons why the proposed dismissal should not occur. At the same time, a copy of the notice shall be provided to the Federation to apprise them of the pending dismissal action. The faculty member shall be entitled to representation at the preliminary meeting. If the faculty member wishes to bring legal representation, he or she will give the Dean/Vice President a minimum of three days advance written notice.
- 13.2.2 Formal Procedure. Following the expiration of ten (10) working days the President shall make a determination of whether to implement the dismissal process against the faculty member. If the President decides not to implement the dismissal process, he or she shall notify the faculty member in writing, with a copy to the Federation.

- 13.2.3 If the President decides to implement the dismissal process, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member and provide copies to the Federation and the Dismissal Review Committee (see Section 5). The written notice shall include:
- 13.2.3.1 The faculty member's right to a hearing, including the time, place and nature of the hearing (the hearing must be held on not less than ten (10) working day's written notice).
 - 13.2.3.2 A statement of the legal authority and jurisdiction under which the hearing is to be held.
 - 13.2.3.3 Reference to the particular rules of the college that are involved.
 - 13.2.3.4 A statement of the specific grounds for dismissal for sufficient cause.
- 13.2.4 The affected faculty member shall have ten (10) working days from the date of the notice of dismissal to make a written request for a hearing. If the affected employee does not request such a hearing from the President within seven (7) working days, the President will request a written determination from the employee as to whether the employee wishes to have a hearing. If the affected faculty member fails to respond within the ten (10) working days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of the faculty member not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees. Furthermore, a timely written request for a hearing within the ten-day period is deemed jurisdictional.
- 13.2.5 Dismissal hearings shall be conducted in accordance with the process as detailed in Section 6.

13.3 Dismissal of Tenured or Probationary Faculty as the Result of Reduction in Force.

The Board of Trustees shall have the authority to terminate the contract of any tenured or probationary academic employee due to reduction in force (RIF). The objective of the reduction in force policy and procedure is to provide an orderly method by which the number of faculty can be reduced under the circumstances defined below. At the same time the method of reduction shall result in the retention of those faculty members and faculty positions regarded by the Board as comprising the work force mix that will best accomplish the goals and objectives of Skagit Valley College.

13.3.1 The President reserves the right to establish the number of full-time and adjunct faculty to be employed. If the number of full-time contracted employees subject to this policy is to be reduced, the President shall determine what programs, courses, or services will be reduced. In making decisions on reductions, the President may consider factors including, but not limited to:

13.3.1.1 Lack of funds.

13.3.1.2 A pattern of decreased enrollment, based on review of at least six (6) consecutive quarters, evidenced by lack of students participating in particular programs or services.

13.3.1.3 Elimination and/or reduction of programs, courses, or services.

13.3.1.4 A declaration by the State Board for Community and Technical Colleges of financial emergency pursuant to Laws of 1981, Chapter 13, paragraph 1, under the following conditions:

13.3.1.5 Reduction of allotments by the governor pursuant to RCW 43.88.110(2), or

13.3.1.6 Reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

13.3.2 Nothing in this reduction in force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment, without cause, pursuant to RCW 28B.50.857.

13.4 Procedures for Dismissal of Tenured Faculty Due to Reduction in Force.

13.4.1 In the event the President determines that a reduction in force (RIF) may be necessary, he or she shall give written notice of the potential reduction in force to SVCFT. The notice shall include the reasons upon which the President has based his or her conclusion. Within seven (7) working days of this notice, the President will meet and consult with a three member faculty committee selected by SVCFT. The meeting shall include exchange of information concerning the potential need for the RIF and any alternatives or options which either party suggests as reasonably available.

13.4.2 Preliminary Procedure. When either the Board of Trustees (pursuant to 13.3.1 or the President pursuant to 13.3.1.1- 13.3.1.4 determines that a RIF is necessary the President shall select the position(s) to be reduced. The President shall meet with the affected employee and discuss the proposed termination/dismissal with the individual employee in personal conference. The matter may be resolved at this step by the use of alternatives such as retraining, reassignment, leave of absence, retirement, resignation, etc.

13.4.3 Formal Procedure. Prior to implementing formal action for dismissal of a tenured faculty member due to RIF, the faculty member shall receive written notice from the College President informing him or her of the proposed action, including an explanation of the evidence supporting the action. The faculty member will also be informed that he or she has ten (10) working days to respond, in writing, to present reasons why the proposed dismissal should not occur. At the same time, a copy of the notice shall be provided to the Federation to apprise them of the pending dismissal action.

Following the expiration of ten (10) working days, the President shall make a determination of whether to implement the dismissal process. If the College President decides not to implement the dismissal process, he/she shall so notify the faculty member in writing, with copies to the Federation.

13.4.4 If the President decides to proceed with implementation of the dismissal process, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member and provide copies to a Dismissal Review Committee (see Section 5) and the Federation. The written notice shall include:

13.4.4.1 The faculty member's right to a hearing, including the time, place and nature of the hearing (the hearing must be held on not less than ten (10) working day's written notice).

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

13.4.4.3 Reference to the particular rules of the College that are involved.

13.4.4.4 A statement of the specific grounds for dismissal for reduction in force. In the case of reasons set for in Section 13.3.1, this shall include a statement of the grounds for reduction in force as delineated in Section 13.31.1, and the basis for selection of the affected faculty member. In the case of reduction in force set forth in 13.3.1 this shall clearly indicate that separation is not due to job performance and hence is without prejudice to the faculty member and, in addition, shall indicate the basis for reduction in force as the reason(s) set forth in Section 3. The notice must include the effective date of separation of service.

- 13.4.5 The affected faculty member shall have ten (10) working days from the date of the notice of dismissal to make a written request for a hearing. If the affected employee does not request such a hearing from the President within seven (7) working days, the President will request a written determination from the employee as to whether the employee wishes to have a hearing. If the affected faculty member fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of the faculty member not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees. Furthermore, a timely written request for a hearing within the ten-day period is deemed jurisdictional.
- Dismissal hearings shall be conducted in accordance with the process as detailed in 13.5.
- 13.4.6 Reduction in Force (RIF) units shall be established, and each tenured and probationary faculty member shall be assigned to a maximum of two RIF units.
- 13.4.6.1 Reduction in force unit lists shall be developed annually. Each faculty member shall be ranked in an appropriate RIF unit in accordance with seniority procedures defined herein.
- 13.4.7 Assignments to RIF units shall be established and published by November 1 each academic year by the Vice President for Instruction.
- 13.4.8 Each faculty member shall be assigned to the first RIF unit based on the unit in which he or she has been assigned to teach an average of 51% of load. This unit shall be the faculty member's first RIF unit. The College shall also provide the opportunity for each faculty member to claim rights to one additional RIF unit. Faculty may request in writing, by October 15 of each academic year, to be assigned to a second RIF unit if they meet the following criteria:
- 13.4.8.1 Earned Bachelor's or Master's degree or doctorate in directly related field, with at least 45 credits in the discipline area, OR
- 13.4.8.2 One-third time or more teaching experience in the second RIF unit over the past three years, OR
- 13.4.8.3 Able to be vocationally certified in the second RIF unit.
- 13.4.8.4 When a faculty member qualifies for and is placed in a second RIF unit, that placement will be based on seniority as described in 13.4.10

No assignment to a RIF unit will be made which is not in keeping with faculty qualifications required by regional accreditation or the Washington Administrative Code.

- 13.4.9 Any faculty who feels he or she has been incorrectly placed in a RIF unit shall have the right to a hearing before the Vice President for Instruction. Nothing in this section shall preclude the right of a faculty member to be accompanied by a representative of his/her choice in the hearing. Such hearing shall take place within seven days from the time the faculty was notified of this assignment.
- Any unresolved disputes regarding RIF unit assignment shall be resolved following the process described in Article 11 - Grievance Procedure.
- 13.4.10 The order of reduction in force shall be based on seniority. Seniority shall be defined as continuous full-time service in any faculty position with District 4. Administrators holding tenure with SVC prior to September 1995 shall have continuous full-time service with the District count toward seniority in the event that they return to the unit. In computing an employee's seniority, any and all service, including leaves of absence up to twenty-four (24) calendar months and sabbatical leaves, shall be counted.
- 13.4.11 The faculty member with the highest number of qualifying years shall be the most senior; in case of ties, seniority shall be determined in the following descending order:
- 13.4.11.1 First date of signature of an employment contract.
 - 13.4.11.2 First date of signature of letter of intent.
 - 13.4.11.3 First date of application for employment.
- 13.4.12 Recall and the establishment of lay off units.
- 13.4.12.1 Full-time faculty members who have been separated from service as a result of this reduction in force procedure shall have the right to be recalled consistent with the provisions specified below.
 - 13.4.12.2 Recall lists shall be created and maintained by the District for each affected RIF unit. The names of each affected faculty member shall be placed on the appropriate lay off unit list according to seniority.
 - 13.4.12.3 Recall shall be in reverse order of reduction in force by lay-off-units to a faculty position, either newly created or a vacant full-time position.
 - 13.4.12.4 The right of recall shall extend two years from the effective date of the lay-off.

- 13.4.12.5 Each laid-off faculty member shall keep the Human Resources Office informed of any change in address.
- 13.4.12.6 New hires shall not be employed to fill full-time faculty vacancies unless there are no qualified faculty members on the applicable lay-off-unit recall list(s) to accept the vacancies.
- 13.4.12.7 A faculty member on lay-off shall have fifteen (15) working days to respond following issuance of written notice by registered mail of an offer of recall to a full-time position. If the individual fails to respond, his/her recall right shall be waived.
- 13.4.12.8 Upon recall, a faculty member shall retain all benefits such as sick leave, tenure, retirement, and seniority, which existed at time of lay-off.

13.4.13 Reduction in Force Units.

Academic ESL	Fire Protection Technology
Adult Basic Education	Health and Fitness Technician
Allied Health Education	History
Art	Human Services
Automotive Technology	Interdisciplinary Science
Biology	Library Services
Business Administration/Economics	Manufacturing Technology
Business Management	Marine Maintenance Technology
Chemistry	Mathematics
Communication Studies	Multimedia and Interactive Technology
Computer Information Systems	Music
Computer Science	Nursing
Counseling	Office Administration and Accounting Technologies
Criminal Justice	Philosophy
Culinary Arts and Hospitality Management	Physical Education
Developmental Education	Physics
Diesel Power Technology	Political Science
Drama	Psychology
Early Childhood Education/Family Life	Sociology
English, Language and Literature	Spanish
English as Second Language	Welding Technology
Environmental Conservation	

Additional RIF units may be added by the District to reflect program additions or by mutual agreement with the Federation.

13.5 Dismissal Review Committee.

- 13.5.1 Definitions relating to the Dismissal Review Committee as used in this article:
- 13.5.1.1 “Faculty” shall mean one who holds a faculty appointment.
 - 13.5.1.2 “Student representative” shall mean a full-time student chosen by the ASSVC..
 - 13.5.1.3 “Administrative staff” shall mean those individuals holding administrative positions.
 - 13.5.1.4 “Administrative position” shall mean those positions identified as administrative positions in the College District Policies and Procedures Manual.
 - 13.5.1.5 “Appointing authority” shall mean the Board of Trustees of Community College District No. 4.
 - 13.5.1.6 “College District” shall mean Community College District No. 4.
 - 13.5.1.7 “Administrative appointment” shall mean employment in a specific administrative position as determined by the appointing authority.
 - 13.5.1.8 “Dismissal Review Committee” shall mean a committee composed of the affected faculty’s peers, a student representative and the administrative staff of the College District; provided, that the majority of the committee shall consist of the faculty peers.
- 13.5.2 A Dismissal Review Committee shall be established in accordance with RCW 28B.50.869, as now or hereafter amended. The Dismissal Review Committee shall consist of one member representing the administrative staff, one student representative and three (3) members representing the faculty. The administrative representative shall be an administrative officer appointed by the Vice President for Instruction. The student representative shall be a full-time student chosen by the ASSVC, or its successor organization. The members representing the faculty shall be selected by a majority of the faculty and Department/Division Chairpersons acting in a body. For purposes of this policy, acting in a body shall mean a general faculty meeting open to all faculty members and convened for the specific purpose of electing such faculty representatives. It shall be the responsibility of the SVCFT President and the Vice President for Instruction, acting in concert, to convene such general faculty meeting as deemed necessary.

13.5.3 The Dismissal Review Committee shall convene when deemed necessary. The Dismissal Review Committee shall maintain official minutes of all meetings and all other pertinent materials relating to its activities. In conducting its business, the Dismissal Review Committee shall have the authority to obtain documents, records, testimony, and other materials needed and deemed necessary. The term for the Dismissal Review Committee shall be the duration of the dismissal action.

13.5.4 The general duty of the Dismissal Review Committee shall be to submit recommendations regarding proposed presidential action. Specific responsibilities of the committee shall be:

13.5.4.1 To review the case of the proposed dismissal.

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

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

13.5.4.4 To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) working days after the conclusion of the formal hearing and within seven (7) working days in the case of a reduction in force for reasons set forth in Section 3, a, (4), the written recommendations of the committee will be presented to the hearing officer, President, the affected faculty member, and the Board of Trustees.

13.5.4.5 Failure of any Dismissal Review Committee to make written recommendations regarding dismissal within the prescribed time set forth in this article shall be deemed a recommendation neither for nor against dismissal and the appointing authority may proceed with the dismissal or continue the appointment of the faculty member based upon this type of recommendation from the committee.

13.6 Appointing the Hearing Officer and Hearing Procedures.

13.6.1 An affected employee who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Administrative Procedure Act, 3 Chapter 34.05 RCW, and shall have the following procedural rights:

13.6.1.1 The right to confront and cross-examine adverse witnesses.

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

- 13.6.1.3 The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.
- 13.6.1.4 The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to Chapter 34.05 RCW.
- 13.6.1.5 The right to counsel of ones choosing who may appear and act on ones behalf at the hearings.
- 13.6.1.6 The right to have witnesses sworn and testify under oath.

13.6.2 Appointment of Hearing Officer.

- 13.6.2.1 Upon receipt of a request for a hearing from an affected employee, the President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer who shall be an attorney in good standing with the Bar of the State of Washington and who shall not be, with the exception of Administrative Law Judges, an employee of the State of Washington, or any of its political subdivisions, or be a member of the Board of Trustees of any community college in the State of Washington. Selection of a hearing officer shall be based on the following process:
 - 13.6.2.1.1 The President (or designee) and the faculty member shall attempt to select an impartial hearing officer to hear the evidence, make recommendations to the Board of Trustees, and preside over the hearing held before the Dismissal Review Committee. If the parties are unable to agree upon selection of a hearing officer within ten (10) working days after submission of the request for a hearing, the provision in 13.6.2.2 will apply.
 - 13.6.2.1.2 A panel of five (5) potential hearing officers will be considered. The parties shall then meet and strike from the list those unacceptable to the striking party. The right to strike the first name from the panel shall be determined by lot. The parties, in turn, shall strike the names until only one name remains, and that remaining person shall serve as the hearing officer.

13.6.2.2 In the case of a reduction in force for reasons set forth in 13.3.1.4, at the time of a faculty member's or members' request for formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof: provided, that where there is more than one faculty member affected by the Board of Trustees' reduction in force, such faculty members requesting hearing must act collectively in making such request; provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the faculty member or faculty members requesting hearing.

13.6.3 Duties of Hearing Officer. It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW Chapter 34.05. The duties of the hearing officer include:

- 13.6.3.1 Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which he could not be compelled to divulge in a court of law;
- 13.6.3.2 Issuing subpoenas;
- 13.6.3.3 Taking or causing depositions to be taken pursuant to rules promulgated by the institution;
- 13.6.3.4 Regulating the course of the hearing;
- 13.6.3.5 Holding conferences for the settlement or simplification of the issues by consent of the parties;
- 13.6.3.6 Disposing of procedural requests or similar matters;
- 13.6.3.7 Making all rulings regarding the evidentiary issues presented during the course of the dismissal review committee hearings;
- 13.6.3.8 Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

- 13.6.3.9 Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and review any evidence offered by same.
- 13.6.3.10 Preparing his or her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) working days after the conclusion of the formal hearing or within ten (10) working days in the case of a reduction in force for reasons set forth in Section 3, a, (4), the written recommendation of the hearing officer will be presented to the President, committee, affected employee, and the Board of Trustees.
- 13.6.3.11 Being responsible for preparing and assembling a record for review by the Board of Trustees, which shall include:
 - 13.6.3.11.1 All pleadings, motions and rulings;
 - 13.6.3.11.2 All evidence received or considered;
 - 13.6.3.11.3 A statement of any matters officially noticed;
 - 13.6.3.11.4 All questions and offers of proof, objectives and rulings hereon;
 - 13.6.3.11.5 His or her proposed findings, conclusions of law, and a recommended decision;
 - 13.6.3.11.6 A copy of the recommendations of the dismissal review committee.
- 13.6.3.12 Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance.
- 13.6.3.13 Assuring that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.

- 13.6.3.14 Consolidating individual RIF hearings into a single hearing. In the case of reduction in force for reasons set forth in 13.3.1.4Section 3, a, (4), the hearings shall be consolidated; only one such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.
- 13.6.3.15 Taking any other action authorized by rules consistent with this chapter.
- 13.6.4 In the case of a reduction in force for reasons set forth in 13.3.1.4, the formal hearing (pursuant to 34.05 RCW and conducted by the hearing officer appointed by the Board of Trustees):
 - 13.6.4.1 Shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction in force has been issued;
 - 13.6.4.2 The only issue to be determined shall be whether under the applicable policies, rules or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated;
 - 13.6.4.3 Any findings, conclusions of law and recommended decisions shall not be subject to further Dismissal Review Committee action.
- 13.6.5 Final Decision by the Board of Trustees. The case shall be reviewed by the Board of Trustees as follows:
 - 13.6.5.1 Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.
 - 13.6.5.2 The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.
 - 13.6.5.3 The Board may hold such other proceedings as it deems advisable.

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

13.6.6 Effective Date of Dismissal. The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction in force for reasons set forth in 13.3.1.4, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction in force for reasons set forth in 13.3.1.4, a separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

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

13.6.8 Publicity. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the dismissal review committee, the Federation and its representatives or agents, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed. This applies to all dismissal hearings regardless whether they are held in open or closed session.

13.6.9 Appeal from Board of Trustees Decisions. Pursuant to 34.05 RCW as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) working days after service of the final decision. Nothing in this article shall restrict the right of a faculty member to appeal the decision of the Board of Trustees to Superior Court according to the Administrative Procedures Act. The filing of an appeal shall not stay enforcement of the decision of the Board.

13.7 Confidentiality of Reports.

All reports prepared and/or provided pursuant to this article by any review committee

shall be held in confidence by the committee, the President, and appointing authority except where otherwise required by law.

Article 14 MANAGEMENT RIGHTS

14.1 Management Rights.

Except for the limitations imposed by the specific provisions set forth in this Agreement, all management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively with the Employer. It is expressly recognized that such rights, powers, authority and functions shall include the full and exclusive control, management and operation of the business and all other affairs of the College District which are not specifically set forth in this Agreement. Furthermore, the Employer reserves the right to establish, amend, or modify policies and procedures which do not alter this Agreement at its discretion.

Article 15 SAVINGS CLAUSE

15.1 Contract Impairment.

This Agreement shall be subject to all present and future state laws and/or directives of the Legislature or the Governor of the state of Washington. In the event of conflict between the results of the above action and the requirements of this Agreement, the former shall prevail.

15.2 Savings Clause.

Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Federation shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

Article 16 SCOPE OF AGREEMENT

16.1 Scope of Agreement.

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

16.2 Entire Agreement.

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

16.3 Zipper Clause.

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

16.4 Legislative Funding.

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

16.5 Special Exclusions.

The following special exclusions shall apply with respect to individuals who otherwise meet the definition of faculty, but are funded by special funds and are not otherwise tenured:

- 16.5.1 Disciplinary action pursuant to Article 4.3 shall be applicable only during the term of the special appointment.
- 16.5.2 Such faculty shall not be eligible for sabbatical leaves pursuant to Article 7.5.
- 16.5.3 The provisions of Article 9 shall not be applicable to such faculty.

Article 17 UNINTERRUPTED EDUCATIONAL ACTIVITIES

The Employer and the Federation agree that disputes which may arise between them shall be settled without resort to strike or lockout.

Article 18 LABOR RELATIONS

18.1 Joint Labor Management Committee.

Both parties agree that its representatives shall meet upon request at a mutually agreeable time, place, and date for the purpose of reviewing implementation of this Agreement and other areas of mutual concern. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have any control over the selection of the representation of the other party. It is agreed that neither party shall have more than four (4) representatives at such meetings unless mutually agreed upon. It is further agreed that nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this Agreement.

18.2 Employee Relations Procedure.

Bargaining unit members, after attempting to reach resolution with the appropriate administrator, may submit to this committee any concerns centering on violations of policy, rules, practices, or any matter of professional concern.

Said items shall be submitted in writing for consideration by the committee. The committee will attempt to resolve said concern to the satisfaction of all parties.

If resolution is not achieved, the matter may be forwarded to the President, who will make the final and binding decision. The decision and reasons therefore will be conveyed to the Federation/ Employer Committee and any directly interested parties.

Article 19 DURATION

This Agreement shall remain in full force and effect upon its execution to and including June 30, 2019. All expenditures for salaries by this agreement are subject to the availability of legislatively appropriated or authorized funds. Article 10 shall be reopened in the event of additional appropriated or authorized funds, or changes to the legislative or state board restrictions related to turnover and/or increment funds, or freezing of promotions. Other articles of the Contract may be reopened upon the mutual agreement of the parties. Negotiations for a subsequent Agreement as a whole should begin no later than three months prior to the expiration of the current Agreement.

SIGNATURE PAGE

SIGNED this 14th day of June, 2016, at Mount Vernon, Washington.

For the Federation

For the Board of Trustees

Name
SVCFT President
Local 4985

Name
Chair, Board of Trustees

Date

Date

APPENDIX A: FULL-TIME AND ADJUNCT COMPENSATION SCHEDULE

Full-time Faculty Compensation

Initial Placement	Annual Salary Rate
Step 1	\$48,694
Step 2	\$52,801
Exceptional Placement	\$54,197

Tenure Faculty Schedule	Annual Salary Rate
Level 1	\$63,353
Level 2	\$64,768
1-PhD	\$64,768
Level 3	\$66,184
2-PhD	\$66,184
3-PhD	\$67,599
3-PhD(+)	\$69,015
Master Status	\$73,262
Master Status (+)	\$74,678

Adjunct Faculty Compensation

Step	Rate
Step A:	\$679.00 per FCU
Step B:	\$811.00 per FCU: 75% of Step 1 Full-time initial placement salary
Extra Pay	
Summer rate	Annually contracted full time faculty who meet the criteria for Adjunct Promotion, per 10.2.2, will be compensated at Step B of the Adjunct wage scale
Extra duty and Summer Pay for Counseling Library Faculty and other faculty	As noted in 10.5.1, the salary for extended contracts shall be .0058 of the employee's base annual salary
Moonlight for Annually contracted faculty	Full-time faculty are paid at Step A Adjunct Rate
Supplementary Assignment Rate	\$54.00
Linked Courses initial preparation	\$108.00 flat amount
Learning Communities initial preparation	\$269.00 flat amount
Stipend Unit (see learning community multiplier if applicable)	\$548.00

APPENDIX B: FACULTY EARLY RETIREMENT PROGRAM

- I. Retirement Program. This retirement program is established for the express purpose of encouraging the retirement of tenured academic employees at a time earlier than the employee may otherwise retire where such early retirement will be of bona fide mutual benefit, economic or otherwise, to the College and the academic employee.
 - A. Definitions. For purposes of this Appendix, the following terms shall have the following meaning:
 - (1) "College" shall mean Skagit Valley College.
 - (2) "Employee" shall mean an academic employee of the College who holds a faculty appointment as defined in RCW 28B.50.851 and has been granted tenure by act of the Board of Trustees or by virtue of RCW 28B.50.868.
 - (3) "Full-time assignment" shall mean the workload for a tenured academic employee established by any negotiated agreement entered into pursuant to RCW 28B.52 or by any policy or regulation lawfully adopted by the Board of Trustees.
 - (4) "Board of Trustees" shall mean the lawfully appointed governing body and appointing authority of Washington State Community College District No. 4.
 - (5) "Retirement System" shall mean the retirement system in which an employee participates, including:
 - a) "WSTRS," the Washington State Teachers' Retirement System established by RCW 41.32.
 - b) "TIAA," the Teachers' Insurance Annuity Association, established by RCW 28B.10.400 and WAC 131-16.
 - c) "PERS," the Public Employees Retirement System established by RCW 41.40,
 - (6) "Annual Salary Placement" shall mean the salary placement of an employee during the final year of tenured employment with the College, as determined by the salary schedule applicable during such final year of tenured employment and shall be fixed regardless of subsequent changes in the salary schedule.

- (7) "Fiscal Year" shall mean a period of July 1 to June 30 of the following calendar year.
- (8) "Academic Year" shall mean the period from September to June of the following calendar year, including fall, winter, and spring quarters.
- (9) "Effective Date of Retirement" shall mean the first (1st) day of the month following an employee's last contracted day of work as a tenured faculty member.

B. Eligibility. Tenured academic employees are eligible to apply for one of the three retirement options established by this Appendix:

- (1) Where any employee application is approved by the College, the agreement shall be reduced to writing. All terms shall be stated in such writing and shall be executed by the employee and the College President, or his/her designee.

C. Retirement Options. These options are exclusive and only one option shall be granted to an employee. Provided, however, variations from these options may be made upon mutual agreement between the individual academic employee and the District.

- (1) Tenure Purchase Retirement Option provides for the purchase of valuable tenure rights of employees in exchange for the employee's separation from service at a time earlier than that required by law. Where an employee's application for this option is approved, he/she shall retire and waive any and all tenure rights and shall receive payment in exchange for such retirement and waiver of tenure rights. Such payment shall be paid on the effective date of the employee's retirement or a later day mutually agreed upon by the College and the employee. Such payment shall be made according to the following schedule:

Effective Date of Retirement	Total Payment	Maximum Payment Per Year
Before 64	1.5 times Annual Salary Placement (ASP)	0.5 times ASP
Age 64	1 times ASP	0.5 times ASP
Age 65 and beyond	.5 times ASP	0.5 times ASP

- a) Payments may be spread over the period of years between the effective date of retirement and age 70.
- b) Upon the death of an employee participating in this option, the employee's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased participant.
- c) Payments under this option shall have no effect on the calculation of retirement benefits.

D. Phased Retirement Option provides for part-time employment following an employee's retirement from his/her full-time appointment. Where an employee's application for his

option is approved, he/she shall enter into an agreement with the College in which the employee makes an intentional, intelligent, and voluntary waiver of any and all tenure rights and the College agrees to employ the employee on a part-time basis in the future. The payment for part-time employment covered under the agreement will be pro-rata of the annual salary placement. Any part-time employment after the period of the agreement shall be paid at the part-time rate. The period of the agreement for future part-time employment and the amount of part-time Employment shall be specified in the agreement between the College and the employee, subject to limitations set out below:

- (1) Employees who are participants in TIAA-CREF who wish to receive supplemental retirement benefits pursuant to WAC 131-16-061 may work no more than forty percent (40%) of a full-time assignment, nor more than seventy (70) hours per month, nor more than five (5) months in any fiscal year.
- (2) Employees who are participants in TIAA-CREF who are not eligible for supplemental retirement benefits provided by WAC 131-16-061, or who wish to voluntarily, intentionally, and knowingly waive their right o such supplemental retirement benefits, may work no more than seventy-nine percent (79%) of a full-time assignment, unless employment at a level of eighty percent (80%) or more of a full-time assignment is for a period of less than ninety (90) days during a fiscal year.
- (3) Employees who are participants in WSTRS may work no more than seventy-five (75) days per academic year; provided that an employee who is a participant in WSTRS may work more than seventy-five (75) days per academic year if the employee makes an intelligent, voluntary, and intentional request to do so with full knowledge that his her monthly retirement pension will be reduced by one twentieth (1/20) for each day of service over seventy-five (75) in an academic year; and provided further that employees who are first employed in a position eligible for participation in WSTRS on or after October 1, 1978, may not participate in this option due to RCW 41.32.800.
- (4) Employees who are participants in PERS I may work no more than eighty-nine (89) hours per month and no more than six (6) months per fiscal year. Employees who participate in PERS II may not participate in this option due to RCW 41.40.690.
- (5) Part-time employment called for by a written agreement made in accordance with this option shall not displace other tenured employees, and tenured employees shall be given full-time assignments prior to providing part-time assignments called for by a written agreement made in accordance with this option; provided that part-time employment called for by a written agreement made in accordance with this option shall be provided prior to the College contracting with part-time employees, unless program requirements or other educational reasons justify such appointments. Should part-time employment called for by a written agreement made in accordance with this option not be available, the College shall not employ the employee for the unneeded services and the agreement between the employee and the College shall be extended and otherwise modified to provide later part-time employment equal to that deferred.
- (6) It is anticipated that the limitations on part-time employment set out above, if complied with, will protect employees from reduction or loss of retirement benefits, other than in the case of supplemental retirement benefits for participants in TIAA-CREF, as noted

in Section I.C.(2)(b) and (c) above. The College agrees to notify in writing each employee who enters into an agreement with the College under this option that his/her retirement benefits may be impacted by the part-time employment agreed to under this option.

- E. Accelerated Work Option provides for an increase in the assignment of an employee during the last year(s) of employment with the College, in return for the planned and anticipated early retirement and relinquishment of tenure rights by the employee. Where an employee's application for this option is granted, the employee and the College will agree to an assignment over and above a full-time assignment for one or two years, in exchange for the employee's agreement to retire and relinquish his/her tenure rights at the end of that period.
- (1) All work called for by the overtime (more than full-time) assignment shall be stated in the written agreement and shall be bona fide.
 - (2) The payment for the overtime assignment covered under the agreement will be pro-rata of Step 1 of the salary schedule.
 - (3) Overtime assignment under this option will normally not exceed the equivalent of one-half (1/2) load per academic year.
 - (4) General Provisions applicable to all three options outlines above include the following:
 - a) An employee working pursuant to a written agreement made in accordance with one of the three available options shall not be dismissed except for sufficient cause, as provided by the Negotiated Agreement.
 - b) The decision by the College to grant or deny an early retirement option shall not be subject to the grievance procedure contained in any negotiated agreement entered into pursuant to RCW 28.52 or any subsequent legislation. Implementation of individual agreements shall be subject to the grievance procedure.
 - c) Approval of an employee's application is at the sole discretion of the College and no employee shall have a contractual right, or any other right, to participation in any option.
 - d) Each and every written agreement entered into by an employee and the College, as required by Section I.B.(4) above, shall by its terms incorporate by reference all terms of this program as set out herein.

APPENDIX C: LECTURE CLASS STUDENT OPINIONNAIRE

LECTURE OPINIONNAIRE LINE#	0	1	2	3	4	5	6	7	8	9
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Instructor: _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Course: _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

THIS FORM IS CONFIDENTIAL AND WILL NOT BE SEEN BY YOUR INSTRUCTOR.

Rate each item below based on the scale to the right. Please list any pertinent comments in the space provided on page two next to the number that corresponds with page one. Take as long as you need to complete this form. Your response will provide this instructor with feedback which will be used to enhance the course.

Excellent
 Above Average
 Average
 Below Average
 Not Applicable

1.) Instructor demonstrates teaching competence by:

a.) providing prompt and meaningful feedback on assignments and exams.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b.) pointing out relationships between the course and other disciplines, and to the student's life goals.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c.) stimulating thinking through questions, challenges, and projects.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d.) acknowledging and explaining alternative theories and opinions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e.) giving exams closely related to course content.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

2.) Instructor demonstrates awareness of students' needs by:

a.) frequently checking for student understanding.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b.) summarizing frequently enough for students to integrate material.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c.) encouraging student participation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d.) respecting student comments and questions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e.) responding effectively to inappropriate behavior.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f.) showing enthusiasm for the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g.) keeping student appointments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h.) Selecting appropriate reading materials and/or other instructional materials.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

3.) Instructor demonstrates organization/time management by:

COLLECTIVE BARGAINING AGREEMENT 2016-2019

- | | | | | | |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| a.) during the first week of class, providing a written course outline or syllabus that clearly defines goals and objectives, identifies course requirements and specifies grading standards and procedures. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| b.) following the course outline. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| c.) using the grading standards presented. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| d.) presenting the course material at a pace that is conducive to learning. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| e.) being available for extra help. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

Note: Comments must be written inside white box. If additional space is needed, please ask for an additional form. Please do not write in the shaded area.

1.) Instructor demonstrates teaching competence by:

2.) Instructor demonstrates awareness of students' needs by:

3.) Instructor demonstrates organization/time management by:

4.) Your instructor would like to know if there is something you believe he/she has done especially well in his/her teaching of this course.

5.) Your instructor would like to know what specific things you believe might be done to improve his/her teaching of this course.

APPENDIX D: LECTURE CLASS STUDENT OPINIONNAIRE – SPANISH

CUESTIONARIO DE OPINIÓN SOBRE LAS CLASES#	0	1	2	3	4	5	6	7	8	9
Profesor: _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Curso: _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

TUS RESPUESTAS SON CONFIDENCIALES. LOS PROFESORES NO TIENEN ACCESO A ESTE FORMULARIO.

Califica los siguientes puntos de acuerdo con la escala a la derecha. Escribe los comentarios que consideres pertinentes en la segunda página, en el espacio correspondiente, y sigue la numeración de la primera página. Tómate todo el tiempo necesario para contestar. Tus respuestas nos sirven para dar retroalimentación a los profesores y así mejorar la calidad de los cursos.

	Excelente	Superior al promedio	Promedio	Inferior al promedio	No corresponde
1. El profesor demuestra sus habilidades docentes al:					
a) dar retroalimentación oportuna y significativa sobre los exámenes y tareas.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) señalar cómo se relaciona su materia con otras disciplinas y con las metas del los alumnos.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) estimular el pensamiento mediante preguntas, desafíos y proyectos.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) reconocer y explicar otras teorías y opiniones.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) aplicar exámenes directamente relacionados con el contenido del curso.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. El profesor demuestra estar consciente de las necesidades del alumno al:					
a) corroborar constantemente que todos los alumnos entiendan.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b) recapitular con frecuencia para que los alumnos asimilen el material.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c) motivar a los alumnos a participar en clase.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d) respetar los comentarios y preguntas de los alumnos.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e) responder de manera eficaz al comportamiento inapropiado.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f) mostrar entusiasmo por la materia.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g) acudir a las citas con los alumnos.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h) elegir lecturas idóneas o material educativo adecuado de otro tipo.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. El profesor demuestra una buena administración u organización del tiempo al:					

- | | | | | | |
|---|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| a) proporcionar un resumen del curso o un programa durante las primeras semanas de clase, donde define los objetivos y metas del curso claramente, además de describir los requisitos y especificar las normas y procedimientos para calificar. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| b) apegarse al programa del curso. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| c) usar las normas para calificar descritas. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| d) presentar el material del curso a un ritmo propicio para el aprendizaje. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| e) estar disponible para ofrecer ayuda adicional. | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

Observación: Debes escribir los comentarios dentro del recuadro en blanco. Si necesitas más espacio, pide otro formulario. No escribas en la parte sombreada.

1. El profesor demuestra sus habilidades docentes al:

2. El profesor demuestra estar consciente de las necesidades de los alumnos al:

3. El profesor demuestra una buena administración u organización del tiempo al:

4. ¿Consideras que el profesor se destaca de manera positiva en algo en particular al impartir su clase?

5. ¿Consideras que el profesor podría hacer algo en particular para mejorar su manera de impartir la clase?

APPENDIX E: LAB/SHOP/CLINICAL STUDENT OPINIONNAIRE

LAB OPINIONNAIRE LINE #	0	1	2	3	4	5	6	7	8	9
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Instructor: _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Course: _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

THIS FORM IS CONFIDENTIAL AND WILL NOT BE SEEN BY YOUR INSTRUCTOR.

Rate each item below based on the scale to the right. Please list any pertinent comments in the space provided on page two next to the number that corresponds with page one. Take as long as you need to complete this form. Your response will provide this instructor with feedback which will be used to enhance the course.

Excellent
 Above Average
 Average
 Below Average
 Not Applicable

1.) Instructor demonstrates teaching competence by:

- a.) relating activities to the overall course objectives. ○○○○○
- b.) demonstrating skills, techniques, and procedures to be used by students in the lab/shop/clinic. ○○○○○
- c.) promptly reviewing student projects, records and procedures. ○○○○○
- d.) establishing and enforcing professional standards for student dress and cleanliness of facilities. ○○○○○

2.) Instructor demonstrates organization/time management by:

- a.) arranging and discussing lab/shop activities in a systematic and organized way. ○○○○○
- b.) pacing the lab activities for completion in the time allotted. ○○○○○
- c.) ensuring that the students have the opportunity to complete necessary activities. ○○○○○

3.) Instructor demonstrates awareness of students' needs by:

- a.) frequently checking for student progress and understanding. ○○○○○
- b.) encouraging student participation by eliciting discussion or asking questions. ○○○○○
- c.) using examples that are meaningful to student to clarify difficult concepts. ○○○○○
- d.) providing sufficient hands-on experience for learning to take place. ○○○○○

- e.) being available to respond to student questions or problems. O O O O O
- f.) recording student progress. O O O O O
- g.) addressing and conversing with students in a tactful and professional manner. O O O O O

4.) Instructor demonstrates appropriate use of materials by:

- a.) matching materials to class content. O O O O O
 - b.) ensuring that all lab/shop/clinical procedures are conducted in a safe manner. O O O O O
 - c.) ensuring all materials, supplies and equipment needed to complete assignments are available and in safe condition. O O O O O
 - d.) adequately demonstrating the safe use of all equipment and procedures to be used. O O O O O
-

Note: Comments must be written inside white box. If additional space is ask for an additional form. Please do not write in the shaded area.

1.) Instructor demonstrates teaching competence by:

2.) Instructor demonstrates organization/time management by:

3.) Instructor demonstrates awareness of students' needs by:

4.) Instructor demonstrates appropriate use of materials by:

5.) Your instructor would like to know if there is something you believe he/sh especially well in his/her teaching of this course.

6.) Your instructor would like to know what specific things you believe might improve his/her teaching of this course.

APPENDIX F: ENGLISH LANGUAGE ACQUISITION AND INVEST STUDENT OPINIONNAIRE

STUDENT COURSE EVALUATION FORM for





- English Language Acquisition (**ELA**) and
- Individualized Next Step Vocational Education and Social Skills Training and (**INVEST**)

This form is confidential.
Do not write your name.

Instructor: _____

Course: _____

How do you feel about each statement?

	 Excellent	 Above Average	 Average	 Below Average
1) The teacher tells me:				
a. what I will learn in class	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. when I am doing well	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. how I can improve	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. why the lesson is important	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. ideas that make me think	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2) The teacher makes sure:				
a. I understand	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. I participate in class	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. I know how to take exams	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. everyone is respected	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3) The teacher:				
a. is well-organized	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. uses interesting books and materials	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. uses different kinds of activities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. teaches me so I can learn	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. gives me extra help if I need it	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4) What do you like most about this class?

5) How can the teacher make this class better?

APPENDIX G: LIBRARIAN RESEARCH SKILLS INSTRUCTION STUDENT OPINIONNAIRE

LIBRARIAN RESEARCH SKILLS	0	1	2	3	4	5	6	7	8	9
INSTRUCTION STUDENT OPINIONNAIRE	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
LINE#	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Librarian: _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Course: _____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

THIS FORM IS CONFIDENTIAL AND WILL NOT BE SEEN BY THE LIBRARIAN.

Rate each item below based on the scale to the right. Please list any pertinent comments in the space provided on page two next to the number that corresponds with page one. Take as long as you need to complete this form. Your response will provide the Librarian with feedback which will be used to enhance their teaching.

Excellent	Above Average	Average	Below Average	Not Applicable
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1.) Librarian demonstrates teaching competence by:

a.) using a variety of examples to make material clearer.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b.) stimulating thinking through questions and activities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c.) relating activities and presentation to their course research assignment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d.) demonstrating skills and techniques to be used by students in the library.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

2.) Librarian demonstrates awareness of students' needs by:

a.) frequently checking for student understanding.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b.) encouraging student participation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c.) respecting student comments and questions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d.) responding effectively to inappropriate behavior.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e.) showing enthusiasm for the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

3.) Librarian demonstrates organization/time management by:

a.) presenting material in an organized and logical way.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b.) pacing presentation and activities for completion in the time allotted.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Note: Comments must be written inside white box. If additional space is needed, please ask for an additional form. Please do not write in the shaded area.

1.) Librarian demonstrates teaching competence by:

2.) Librarian demonstrates awareness of students' needs by:

3.) Librarian demonstrates organization/time management by:

4.) Your library faculty would like to know if there is something you believe he/she has done especially well in his/her teaching of this session.

5.) Your library faculty would also like to know what specific things you believe might be done to improve his/her teaching in this session.

APPENDIX H: eLEARNING OPINIONNAIRE

eLEARNING OPINIONNAIRE LINE#

Instructor: _____

Course: _____

THIS FORM IS CONFIDENTIAL AND WILL NOT BE SEEN BY YOUR INSTRUCTOR.

Rate each item below based on the scale to the right. Please list any pertinent comments in the space provided on page two next to the number that corresponds with page one. Take as long as you need to complete this form. Your response will provide this instructor with feedback which will be used to enhance the course.

	Excellent	Above Average	Average	Below Average	Not Applicable
1.) Instructor demonstrates teaching competence by:					
a.) providing prompt and meaningful feedback on assignments and exams.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b.) pointing out relationships between the course and other disciplines, and to the student's life goals.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c.) stimulating thinking through questions, challenges, and projects.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d.) acknowledging and explaining alternative theories and opinions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e.) giving exams closely related to course content.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2.) Instructor demonstrates awareness of students' needs by:					
a.) frequently checking for student understanding.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b.) communicating frequently enough for students to integrate material.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c.) encouraging student participation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d.) respecting student comments and questions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e.) responding effectively to inappropriate comments and postings.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f.) showing enthusiasm for the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g.) contacting and communicating with students in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h.) selecting appropriate reading materials and/or other instructional materials.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3.) Instructor demonstrates organization/time management by:					
a.) during the first week of class, providing a written course outline or syllabus that clearly defines goals and objectives, identifies course requirements and specifies grading standards and procedures.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b.) following the course outline.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c.) using the grading standards presented.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d.) providing/presenting course materials at a pace that is conducive to learning.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e.) being available for extra help.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4.) Your instructor would like to know if there is something you believe he/she has done especially well in his/her teaching of this course.

5.) Your instructor would also like to know what specific things you believe might be done to improve his/her teaching in this course.

APPENDIX I: FACULTY EVALUATION FORM

Skagit Valley College Faculty Review

Faculty Member: _____

Date: _____

Evaluation completed by: _____

1. **Quality of teaching/learning, counseling, or librarian services.** (Based on observation, opinionnaires, and review of appropriate learning materials, including syllabi and assessments of student learning.)

2. **Contributions to a positive institutional learning environment.** (May include elements such as student advising, curriculum and/or program development, engagement with students outside the formal learning environment, etc.)

3. **Other contributions or comments.** (May include elements such as committee work, participation in governance, collegiality, engagement with colleagues in creating positive teaching/learning environments, responsiveness to or engagement with the community; this may include industry, community service agencies, schools, etc.)

Faculty comments:

Faculty signature: _____

Administrator signature: _____

List of Attachments: _____

At request of faculty. (Summary of opinionnaires, observation form, peer review, SGID, self evaluation, etc.)

APPENDIX J: FACULTY CLASSROOM OBERVATION FORM

CLASSROOM OBSERVATION				
Faculty Name	Class	Date		
Observed by	Number of Students	Time of Observation		
COMMENTS/EXPLANATIONS				
ME: Meets expectations (Is doing their job & doing it well) / NI: Needs improvement / DNO: Did not observe				
Presents well prepared material in a clear, organized manner, designed to meet course objectives			ME	
Demonstrates command and currency of subject matter			NI	
Encourages students to think critically, to analyze issues, and to apply what they are learning			DNO	
Stimulates interest and engages students in learning; provides opportunities for student interaction				
Uses informal assessment techniques and regularly checks for understanding				
Uses appropriate strategies, including technology, to enhance student learning				
Faculty Response (optional):				
Faculty Signature:				

Appendix K: Division and Department List

Mount Vernon Arts and Sciences Divisions			
Social Science and English	Math	Science and Physical Education	Arts and Communication
Anthropology	Mathematics	Biology	Academic ESL
Business Administration	Computer Science	Chemistry	Art
Economics		Earth Science	Communication Studies
English		Engineering	Drama
Ethnic Studies		Natural Sciences	Humanities
Geography		Nutrition	Journalism (Cardinal)
History		Physical Education	Music
International Studies		Physics	World Languages
Literature			
Philosophy			
Political Science			
Psychology			
Social Science			
Sociology			

Mount Vernon Campus Departments

Allied Health Education
 Automotive Technology
 Business Management
 College and Career Bridge
 Counseling and Career Services
 Craft Brewing
 Criminal Justice
 Culinary Arts and Hospitality Management
 Diesel Power Technology
 Early Childhood Education/Family Life
 English Language Acquisition
 Environmental Conservation/Sustainable Agriculture
 Fire Protection Technology
 Health and Fitness Technician
 Human Services
 Library Services
 Manufacturing Technology
 Multimedia and Interactive Technology
 Nursing
 Office Administration and Accounting Technologies
 Welding Technology
 Technologies
 Welding Technology

Whidbey Island Campus Departments

Communications/English
 Computer Information Systems
 English Language Acquisition/ College and Career Bridge
 Family Life
 Humanities
 Marine Maintenance Technology
 Mathematics
 Nursing
 Physical Education
 Science
 Social Science