SPOKANE
COLLEGES SCC | SFCC

Master Contract

Between the Spokane Colleges (Community Colleges of Spokane) Board of Trustees and the CCS Association of Higher Education

July 1, 2025 – June 30, 2028

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Preamble

This is a contract made and entered this first day of July, 2025, between the Board of Trustees of Washington Community College District 17 (hereafter referred to as Community Colleges of Spokane, CCS, or Spokane Colleges) and the CCS Association for Higher Education (hereafter referred to as AHE), an affiliate of the Washington Education Association (WEA) and the National Education Association (NEA). The term CCS or Spokane Colleges used hereafter shall mean the Board of Trustees or its lawfully delegated representatives.

This agreement has as its purpose the promotion of a productive relationship between the CCS and AHE. Both parties value an environment where all faculty, staff, and administrators treat each other with respect, understanding that there are times when we will disagree, always seeking to promote honest dialogue, and to resolve conflict in a collaborative manner.

Article 1 - Recognition

Section 1 - Negotiation Recognition

CCS recognizes AHE as the exclusive negotiating representative for all academic employees (AEe) employed by CCS in one of the three instructional units, Spokane Community College (SCC), Spokane Falls Community College (SFCC), and SCC-Extensions, for the purpose of exercising all rights accorded AEe organizations by RCW 28B.52 or any subsequent legislation.

Section 2 - Academic Employee (AEe) Definition

A. AEe means any instructor, counselor, or librarian who is employed by Spokane Colleges. Excluded are classified employees, student employees, the Chief Administrative Officers, any administrator, and other exempt employees in Spokane Colleges who are excluded by law pursuant to RCW 28B.52 or any subsequent legislation.

B. Administrator shall mean any individual designated by Spokane Colleges to perform administrative duties 50 percent or more of the time. Appropriate administrator (AAd) as used herein shall exclude AEes and classified employees.

C. Exempt shall mean any individual designated by Spokane Colleges to perform exempt (non-administrative or AEe) duties 50 percent or more of the time. Exempt staff shall not supervise AEes.

Section 3 - Types of Academic Employees (AEes)

For purposes of administering this contract, there shall be two (2) types of AEes.

A. Annually contracted AEes shall mean those individuals who fill annually contracted positions and are issued annual contracts. The terms of this contract shall be fully applicable to such AEes.

B. Adjunct and part-time hourly AEes shall mean all individuals not covered by Section 3, Paragraph A above, including annually contracted AEes during such time that they are performing duties beyond those required to maintain full-time status. The terms of Article 24 shall be fully applicable to such AEes.

Section 4 - Academic Employee Participation

In the spirit of collaboration and shared governance, the parties recognize that a system which provides for the consideration of the professional judgment and expertise of AEes is desirable and necessary for the successful operation of Spokane Colleges. AEes will be given the opportunity to participate in the academic affairs of Spokane Colleges.

Article 2 - Management Rights

The management of Spokane Colleges and the direction of the workforce is vested exclusively with Spokane Colleges subject to the terms of this contract. In order to implement the provisions of this contract, Spokane Colleges may adopt policies and procedures as appropriate, provided they do not reduce wages, hours, or terms and conditions of employment defined herein. All matters not specifically and expressly covered by the language of this contract may be administered for its duration by Spokane Colleges in accordance with such policies and procedures as it may from time to time determine; provided, however, districtwide services and privileges generally prevailing for AEes and not covered by this contract shall not be reduced without prior consultation with AHE. If AHE so requests, the matter shall be referred to the Joint Executive Committee for review.

Article 3 - Working Conditions

Section 1 - Academic Freedom

Spokane Colleges subscribes to the academic freedom portion of the 1940 "Statement of Principles on Academic Freedom and Tenure" issued by the American Association of University Professors, the Association of Colleges for Teacher Education, AHE, NEA, and other professional groups.

The academic freedom portion states:

- Instructors (academic employees - AEes) are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- Instructors (AEes) are entitled to freedom in the classroom (as the term is defined in this contract's glossary) in discussing their subject, but they should be careful not to introduce into their teaching controversial material which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
- College and university instructors (AEes) are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

A. Political Causes/Issues: The right to academic freedom herein established shall include the right to support or oppose political causes and issues, except when acting as a representative of Spokane Colleges, participating in a Spokane Colleges sanctioned event, or serving within their official capacity as an employee of Spokane Colleges.

B. Textbooks and/or Other Instructional Material: Within the scope of academic freedom, AEes have exclusive rights in choosing textbooks and/or other instructional material for use in their classes. They should exercise due regard for students' costs, departmental practices, and administrative procedures. Departments/programs may need to oversee textbook selections for classes without assigned AEes.

C. Library Selections: Libraries seek to provide books and other materials presenting all points of view concerning the problems and issues of our times. No library materials shall be proscribed or removed from, nor required to be present in, libraries for partisan or doctrinal reasons.

D. Classroom Presentation and Discussion: As a vital component of academic freedom, AEes shall be solely responsible for decisions regarding the methods and materials used for the instruction of students. Accordingly, AEes shall be guaranteed full freedom in classroom presentations and discussions and may introduce issues that have economic, political, scientific, or social significance, or otherwise controversial material relevant to course content.

E. Alteration of Grades: Grades given a student by an AEe shall be final and not subject to alteration unless fraud, bad faith, incompetency, or mistake can be shown on the part of said AEe. No student's final grade or evaluation shall be changed without consultation with and the permission of the student's AEe, except with specified administrative procedures.

F. Internet Usage: Academic freedom guarantees equitable access to the marketplace of ideas via any medium. No special limitations, beyond accepted standards of professional responsibility and Spokane Colleges' Acceptable Use Policies, shall be placed upon the academic use of email or the Internet.

G. Personal Life: The personal life of an AEe is not an appropriate element of evaluation or disciplinary action unless it prevents the AEe from performing their duties. However, communicating with students, particularly those currently enrolled in the AEe's classes, via social media and electronic means may render any and all such communications public for purposes of student complaints or other administrative actions.

H. Censorship: AEes shall not be censored or restrained in the performance of their teaching functions solely on the grounds that the material discussed and/or opinions expressed are distasteful or embarrassing to the college administration or to the college's public relations.

I. Monitoring and Observation of AEes: All monitoring or observation of the work performance of an AEe shall be conducted openly and with full knowledge of the AEe. No one, including students (per WAC 132Q-30-236, as summarized), shall use eavesdropping, public address, or any temporary or permanent surveillance devices to record, videotape, or otherwise capture instruction, delivered in a classroom or online, without permission of the AEe. Furthermore, Spokane Colleges will discourage the unauthorized reproduction, rebroadcasting, or remixing of any instructional materials AEes employ in their classes.

J. Academic Employee Evaluation: Spokane Colleges and AHE recognize that the ability of students to progress and mature academically is a combined result of school, home, economic, and social environments and that the AEe alone cannot be held accountable for aspects of the academic achievement of the student in the classroom.

Spokane Colleges will support an AEe in their exercise of academic freedom. The AEe's method of presentation shall be determined by the AEe. While utilizing the established materials and programs, they may supplement so as to enrich the educational opportunities for the student, taking into consideration respect for the dignity and uniqueness of other people.

Section 2 – Non-discrimination

AEes shall be entitled to full rights of citizenship. There shall be no discrimination with respect to the employment of any person because of their age, gender, marital status, race, creed, color, national origin, domicile, sexual orientation, political activity or lack thereof, or the presence of any sensory, mental, or physical disability.

Section 3 - Right to Safe Working Conditions

A. AEes shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being or the health, safety, or well-being of students. AEes shall report unsafe working conditions, including threats, remarks, and intent to harm, to the Campus Security Office, their AAd, or 911, as appropriate, and shall abide by all current safety rules and regulations. When student behavior concerns or perceived threats are reported to Spokane Colleges through the respective campus's reporting system, the AEe filing the concern will receive timely updates about the institution's response in regard to process, progress, and/or resolution as appropriate (see also Section 7.0 - 7.3 of Administrative Procedure 2.30.05-B). Spokane Colleges will give AEes immediate notice of any known or imminent danger to body or property, whether from physical or human origin, and will follow up with relevant information and direction as it becomes available and as is appropriate. Emergency procedures relating to safety and health issues will be periodically updated and communicated to the AEes.

B. AHE and Spokane Colleges have a mutual interest in supporting corrective and proactive measures undertaken to eliminate specific unsafe workplace issues such as Sick Building Syndrome (SBS), physical or environmental hazards, accessibility concerns, workplace bullying, or conduct/behavior potentially creating a hostile work environment. Periodic discussion, including review of actions being taken to eliminate these issues and expectations for support, will be a regular agenda item of Joint Executive Committee meetings. The AEe filing the concern will receive timely updates about the institution's response in regard to process, progress, and/or resolution as appropriate.

C. When Spokane Colleges or AHE discover in-person/online/published/posted safety threats or illegal actions directed at AEes, Spokane Colleges and AHE shall notify Campus Security and College Administration. College Administration, in conjunction with Campus Security alone or together with law enforcement officials, will evaluate those threats and will take actions as allowed by the Student Conduct Code, Spokane Colleges Policies, or the laws of local/state/federal government.

D. Each college will provide an appropriate avenue for AEes to regularly discuss safety concerns. This process must allow AEes to make recommendations and shall include AHE representation.

E. Spokane Colleges and AHE recognize the necessity of security cameras in common areas for safety and security purposes and recognize the need to balance safety and security concerns with AEes' reasonable expectation of a fair level of privacy in the workplace.

1. Spokane Colleges will not use audio, video, or other electronic surveillance recording in individual classrooms, offices, or AEes' assigned work areas without prior consultation with impacted AEe(s).

2. No AAd or Spokane Colleges employee will access security camera recordings to evaluate any aspect of AEe work performance, and recordings may not be used to initiate remediation (Article 11) or progressive discipline (Article 12) except in situations where Spokane Colleges is attempting to verify or contradict a specific, reasonable, and credible allegation related to criminal conduct, gross misconduct, or malfeasance.

3. Spokane Colleges shall have a policy that addresses who may access security camera footage and for how long such footage shall be retained.

4. Spokane Colleges shall provide to AHE, by October 1st of each year, a map or list of security camera locations on Spokane Colleges property. Additionally, Spokane Colleges shall notify AHE prior to the installation of any new cameras.

Section 4 - Individual Personnel Files

There shall be two locations for access of AEe personnel files, the official file maintained in the Human Resources Office and the divisional file. Working document files may also exist consistent with Paragraph B, Item 3, Part f of this section.

A. The Human Resources Office shall maintain an official personnel file(s) for each AEe.

1. Access: The files shall be available during normal business hours to the AEe, their authorized representative, AAd, College President, appropriate Vice President, and Chief Administration Officer, or designee. Other individuals shall not have access without specific authorization from the Chief Administration Officer, or designee, or the AAd. Individuals responsible for maintaining the files shall have limited access as required for this function.

2. Notice: No material shall be placed into the file without indication that the AEe has been made aware of it being placed into the file.

3. Items: The Human Resources Office file(s) may contain the following types of information:

a. Job application materials submitted by the AEe;

b. Transcripts and documentation of academic coursework, licensure, certification, etc.;

c. Records of all professional development activities submitted for salary schedule credit subsequent to hiring;

d. Records and documents required to support the personnel/payroll system;

e. Records and findings developed pursuant to the steps outlined in Articles 9 (Tenure), 10 (Evaluation), 11 (Remediation), 12 (Progressive Discipline), and 13 (Reduction-in-Force);

f. Documentation of employment history at Spokane Colleges (contract, assignment, FTE, salary extended days, sabbatical, leave of absence, tenure award, leave records, etc.);

g. Correspondence with or on behalf of the AEe;

h. Information submitted by the AEe for inclusion in the file; and

i. Information forwarded by the AAd pursuant to the provisions of Paragraph B, Item 3, Part f, iii of this section.

4. Filed information developed in investigation of complaints/pattern of complaints or records of attempts to counsel the AEe and establish a program of activities to correct shortcomings per Articles 11 and 12 can be removed from the AEe's Human Resources file after three (3) years by mutual agreement of the AEe and AAd.

B. The divisional file is maintained by the AAd within the division to which the AEe is assigned.

1. Access: The files shall be available during normal business hours to the AEe, their authorized representative, AAd, College President, and appropriate Vice President. Other individuals shall not have access without specific authorization from the AAd. Individuals responsible for maintaining the files shall have limited access as required for this function.

2. Notice: No material shall be placed into the file without indication that the AEe has been made aware of it being placed into the file.

3. Items: The divisional file may contain the following types of information:

a. Records, transcripts, etc., which attest to the preparation, competence, and professional achievements of the AEe;

b. Records of teaching assignments and other assignments allocated to the AEe by the AAd;

c. Records of commendations, promotions, and honors;

d. Information submitted by the AEe for inclusion in the file;

e. Such other correspondence or records as may be required to support day-to-day administrative matters regarding the AEe, which may include documentation of student complaint(s) that were forwarded per Section 24 of this article, or complaints for which the AEe was notified directly and given opportunity to respond. Formal complaints processed per Section 24 shall be retained for two academic years beyond the year in which it was filed and shall thereafter be purged. A formal complaint determined appropriate for further consideration and advanced per Section 24 becomes part of divisional file. A formal complaint that is not determined appropriate will not be retained in the divisional file but will be retained in a Vice President of Student Services record retention file for risk management purposes;

f. Written and signed documents (dated upon receipt or genesis by the AAd) not otherwise described above and concerning an AEe's performance, including those materials generated by the AEe evaluation process (Article 10); supporting information developed in investigation of complaints/pattern of complaints or records of attempts to counsel the AEe and establish a program of activities to correct shortcomings per Articles 11 and 12; provided that:

i. Inclusion of the above-mentioned items also includes the evidence that the AEe was shown a copy of the material(s), was informed that the material(s) had been placed in the file, and was notified of the right to provide an explanatory statement which would remain appended to the document(s) in the file;

ii. Evidence of meeting the conditions of this subsection is accomplished by the AEe's signature and date on the document. An AEe's refusal to sign shall be documented on the material(s) with a copy provided to the AEe. Such refusal shall not delay the placement of material in the divisional file; and

iii. Material covered under this subsection is placed in the file within ninety (90) calendar days of its receipt or genesis by the AAd.

iv. Complaints not moved into formal remediation shall be purged from any and all records after four full academic quarters, excluding summer.

At the discretion of the AAd and with notification to the AEe, copies of all or any portion of the divisional file materials may be forwarded to the Human Resources Office file, provided the conditions of Paragraph B, Item 3, Part f, iii of this section have been met for written complaints/concerns about the AEe's performance.

4. These procedural guidelines covering official personnel files maintained by the Human Resources Office and the AEe's division shall not be construed to signify that other administrative offices cannot maintain the documentation necessary to carry out their specific functions.

Section 5 – Keys and/or Prox Cards

Spokane Colleges agrees to provide to each AEe the required key(s) and/or prox cards necessary to perform their job. Should an individual misplace or lose a key or prox card, they must report this fact to the College President's office or to their AAd. The AHE President shall be provided with appropriate keys and prox cards to ensure access at both colleges.

Section 6 – Spokane Colleges Property

Upon separation from employment with Spokane Colleges, AEes shall return any and all Spokane Colleges property.

Section 7 - Academic Employee Lounge

AEes shall have access to a lounge at each college reasonably close to their work site. At this time, some buildings do not have lounges. Spokane Colleges, in future building or expansion programs, shall provide lounge and restroom facilities in accordance with applicable statutory requirements.

Section 8 - Academic Employee Professional Development

It is generally agreed that an AEe's central responsibility with Spokane Colleges is for the quality of educational programs. The parties have a mutual interest in AEe professional development, and Spokane Colleges agrees to promote and support this central responsibility through professional development programs.

A. Required in-service: Required in-service courses shall be provided at no cost to AEes. Such in-service training shall not be required on holidays, weekends, or starting before 7:30 a.m. or after 4:30 p.m.

B. Campus-wide funding: Spokane Colleges administration shall allocate funds during each two-year funding cycle to be distributed equally to each annually contracted AEe for professional development activities.

1. Tenured AEes may request to pool their individual allocations to facilitate larger requests.

2. For pooled requests, tenured AEes may grant permission for their individual allocations to be used by tenure-track, annualized, or adjunct AEes in their department. However, tenured AEes may not access the individual allocations of any tenure-track or annualized AEe.

3. Campus-wide funding requests (including requests to pool funds) must be approved by the AAd as well as the appropriate Vice President.

4. Requests for campus-wide funding shall be submitted using an application form and following a process that is collaboratively developed with AEe input. Changes to existing forms or submission processes shall also be made collaboratively with AEe input.

5. Information regarding funding levels and an accounting of the previous year's awarded allocations will be available upon request to the appropriate Vice President's Office.

C. Division or departmental funding: Certain programs, departments, or divisions may have access to additional funding. When this is the case, the AAd will seek input from AEes in that program, department, or division to develop a collaborative process for allocating such funds towards professional development.

Section 9 - Rights of Academic Employees in AHE

A. AEes of Spokane Colleges who are represented by AHE shall have the right to freely organize, join, and support AHE for the purpose of engaging in negotiations and other related activities authorized by RCW 28B.52 or any subsequent legislation.

B. Spokane Colleges shall not directly or indirectly discourage or deprive or discriminate against any AEe with respect to hours, wages, or any other terms or conditions of employment by reason of membership or non-membership in AHE or participation in any grievances, complaints, or proceedings under this contract.

Section 10 - Right to Due Process

No AEe shall be reprimanded, disciplined, or reduced in compensation without just cause. In the event that informal meetings fail to resolve the problem, any charges which are made shall be reduced to writing and made available to the AEe. An AEe shall have the right to have AHE representation of their choosing present at any meeting wherein the AEe believes they may be reprimanded, disciplined, suffer adverse action or otherwise denied rights available under this contract. This section shall not be applicable with respect to matters handled in accordance with Articles 9 (Tenure) and 13 (Reduction in Force).

In situations where the AEe is being given work direction or training, or during evaluation meetings, representation rights do not generally apply.

Section 11 - Handbook

Each college may develop and provide all AEes an academic employee handbook in the initial quarter of employment. The AEe handbook, including revisions, will be available electronically.

Section 12 - Individual Contracts

A. Spokane Colleges shall provide each annually contracted AEe an individual contract in conformity with Washington state law; SBCTC regulations; Spokane Colleges policies, rules, and regulations; and this contract.

1. An original and a copy to be retained by the AEe shall be provided no later than May 15 preceding the applicable academic year.

2. When annualized AEes are non-renewed for the following academic year, Spokane Colleges will notify AHE when notices are given to the AEe. Spokane Colleges will also copy AHE onto any written notices given to an AEe about non-renewal.

3. Each AEe who intends to return to employment shall so notify Spokane Colleges by signing the individual contract and returning it no later than twenty-one (21) calendar days after its issuance. The AEe shall

sign all copies of the contract and return them to the Human Resources Office with the exception of the AEe's copy.

4. Failure to sign and return the contract shall indicate that the AEe does not intend to return to the tenured or probationary appointment and no longer desires to be employed by Spokane Colleges.

B. Should Spokane Colleges issue contracts prior to the conclusion of negotiations, such contracts shall be based on the AEe's salary currently in effect, together with the inclusion of a rider specifying that salaries will be adjusted consistent with the conclusion of negotiations. A copy of any rider will be retained by the AEe.

C. Annually contracted AEes will be paid pursuant to applicable OFM regulations.

D. Annually contracted AEes working a standard contract (September - June) may select one of the pay period options listed below:

1. **Option 1**: Total full-time AEe contract salary paid in 19 equal payments from 9/25 to 6/25, with a balloon deduction on 6/25 for benefit premiums through the return of the following academic year.

2. **Option 2**: Total full-time AEe contract salary paid in 24 equal payments from 9/25 to 9/10 (of the following academic year).

E. To select an option, AEes must complete and sign the Faculty Salary Payment Option form and deliver it to the Human Resources Office between June 1 and August 15, for implementation in the following academic year (to begin 9/25).

1. If an AEe does not select an option, they will default to Option 1 (19 equal payments from 9/25 to 6/25).

2. Once a payment option is selected, it shall remain in effect for the duration of that academic year.

3. Once an AEe has selected a payment option, their selection will remain in effect for future academic years unless the AEe submits a request to change their payment option.

4. An AEe who wishes to change their payment option may do so using the Faculty Salary Payment Option form between June 1 and August 15, for implementation in the following academic year (to begin 9/25).

Section 13 - Professional Licensure and Certification

A. **Professional/Technical Certification:** AEes in programs requiring certification must meet and maintain all minimum requirements of the SBCTC regulations for Professional/Technical Certification per WAC 131-16 (See also Article 19, Section 1, Paragraph F). Spokane Colleges will, at the time of hire, inform new AEes in programs requiring certification of the requirement(s) and of the process for maintaining and documenting certification. The certification process includes:

1. Documentation (Appendix J) of a professional development plan which identifies priorities for professional growth.

2. First Aid and CPR. Where required by WAC 131-16-093, a current first-aid certificate, including CPR and bloodborne pathogens, must be earned prior to the second quarter of employment in professional/technical programs.

B. Professional Licensure: Certain AEes are required by law or by external program accreditation to have current professional licensure or certification. AEes in programs requiring special licensure must meet and maintain all minimum requirements of the appropriate licensing or accrediting body per WAC 131-16 (See also Article 19 Section 1, Paragraph F). Spokane Colleges will, at the time of hire, inform new AEes in programs requiring special licensure of the requirement to maintain and the process for documenting that licensure.

1. The Human Resources Office will provide a status report to AEes on or before February 1 of each year of their required licenses or certificates with expiration dates.

2. Where AEes are required by law or external program accreditation to hold current professional licensure to teach all classes within their program, AEes who do not have current licenses or certificates will be placed on temporary unpaid leave until they provide documentation that the required licenses or certificates are current.

C. Training Costs: Payment of costs associated with obtaining or maintaining a professional license or certification shall be administered consistent with the state Office of Financial Management (OFM) criteria. If training is required to obtain/maintain a license or certificate, then Spokane Colleges may pay the costs provided:

1. The training is directly related to the job requirement, and

2. The training maintains or enhances the AEe's work-related skills specific to that job requirement.

Section 14 - Payment While Injured

AEes who suffer injuries received in employment shall be entitled to all rights and responsibilities provided by RCW Chapter 51 and the state government return to work program as authorized by RCW 28B.16. Whenever an AEe is absent from employment and unable to perform duties as a result of injuries sustained in the course of employment, the injured AEe will be on leave of absence with pay as provided for hereafter. During such a period of disability, the AEe may utilize their sick leave to compensate for the difference in the amount of state compensation and their regular salary to the limits of their accrued sick leave account. Their sick leave account will be a pro rata based upon salary paid and shall be reduced in the same ratio as the payout bears to their total salary. All benefits such as salary, retirement, Social Security, and sick leave shall be maintained on a pro rata basis. Salary movement shall not be affected by time loss due to the provisions of this section, provided the AEe still meets the criteria for step movement outlined in Article 19.

Section 15 - Liability Protection

A. Spokane Colleges agrees to hold AEes harmless and defend from any financial loss, including reasonable attorney's fees, for actions arising out of any claim, demand, suit, criminal prosecution, or judgment by reason of any act or failure to act by such AEes within or without Spokane Colleges, provided such AEes, at the time of the act or omission complained of, were acting within the scope of employment or under the direction of Spokane Colleges as provided in Paragraph B below.

B. As provided for in RCW 28B.10.842, whenever any action, claim, demand, suit, criminal proceeding, judgment, or proceeding is instituted against an AEe arising out of the performance or failure of performance of duties for Spokane Colleges, within or without Spokane Colleges facilities, the Board of Trustees shall grant a request by an AEe that the office of the attorney general be authorized to defend said action, claim, demand, suit, or criminal proceeding, and the cost of defense of said action shall be paid from the appropriation made for the support of Spokane Colleges, provided the Board of Trustees has made a finding and determination by resolution that the AEe was acting in good faith. If the Board of Trustees is unable to reach any decision on the matter, the office of the attorney general is authorized to consider a request.

Section 16 - Tuition Fee Waiver

Spokane Colleges shall waive tuition and fees for AEes who are employed one half-time or more subject to RCW 28B.15.558 and to the following conditions:

A. Eligible AEes will be required to pay the current tuition waiver fee per course plus any special course fee (e.g., laboratory fees) and the registration fee.

B. Eligible AEes may enroll in classes on a space available basis only, as determined by the college registrar.

C. This waiver can only be used for state support credit classes.

Reassigned time, not to exceed five (5) weekly hours per quarter, may be utilized in unusual circumstances for taking classes upon the approval of the AAd.

There is a limit of six credit hours per quarter. Exceptions to this limit may be made by the College President.

Section 17 - Use of Paraprofessional Employees

In the event Spokane Colleges utilizes paraprofessional employees, the following conditions shall apply:

A. Paraprofessionals shall not be assigned professional teaching, counseling, or librarian responsibilities except for classified employees performing duties in accordance with a classification specification approved by the Washington State HR.

B. Any direct instructional activities performed by the paraprofessional shall be under the direction of the AEe. By mutual agreement between the AEe and the AAd, the AEe may be the immediate supervisor of the paraprofessional employee and obtain/maintain supervisory certification per Administrative Procedure

2.00.01-B and WAC 357.34 as a condition of the supervisory assignment. The paraprofessional employee shall not supervise AEes.

C. Disputes regarding whether a Spokane Colleges employee is an AEe or a paraprofessional shall be referred to the Joint Executive Committee, and, if not resolved, such matters shall be referred to the Washington State HR.

D. AHE shall be notified of all instances where paraprofessionals are employed by Spokane Colleges.

Section 18 - Subcontracting

Spokane Colleges and AHE must mutually agree on any proposed subcontracting for work customarily performed by bargaining unit AEes as part of their professional responsibilities. A good faith effort will be made to present, consider, and reach agreement within ten (10) contractual days. The parties mutually agree that every reasonable effort will be made to avoid proposing subcontracting agreements in the first or last five (5) working days of a quarter. The parties acknowledge, however, that an unavoidable need for a proposal could occur during calendar breaks. To accommodate this need, proposals and related communication during breaks will occur directly between the appointing authority, or their designee, and the respective AHE Vice President or the AHE President. Each shall exchange the required contact information prior to calendar breaks.

Section 19 - Academic Employees' Offices

Spokane Colleges is committed to providing office space for AEes. Providing office space will be given a priority in all new buildings or remodeling of current space whenever practical. Subject to and limited by current physical space for AEe offices, the AAd will be guided by the following procedures in the priority and assignment of office space:

A. Annually contracted AEes will have first priority for assignment of available AEe office space.

B. Adjunct AEes will have second priority for assignment of available AEe office space. The adjunct AEes teaching the greatest number of hours will be given priority consideration.

C. All AEes will have access to classrooms or conference rooms prior to and after class meeting time for office purposes, provided that said room is not otherwise assigned and is available for such use.

D. Every reasonable effort will be made to assign annually contracted AEes office space as close as practical to their discipline, teaching, or work site and to provide availability to students and facilitate the performance of other assigned and related responsibilities.

E. Spokane Colleges reserves the right to reassign AEe office space, in consultation with the affected AEe, to meet changing circumstances in accordance with Paragraph D above and to reassign AEe office space for those AEes who are on an approved leave for any purpose if said leave is in excess of one quarter. Upon return, the AEe will be assigned the same office space whenever possible. If necessary, a similar office space will be assigned in consultation with the affected AEe.

F. AEes who are reassigned AEe office space in accordance with these procedures will be responsible for the removal and storage of their personal property.

G. AEe offices will be equipped with appropriate and up-to-date Internet access, telephony services, computers, and other technology or equipment as appropriate, as well as an appropriate plan for support if the AEe's office experiences technology failure or connectivity issues. Spokane Colleges will maintain a system, with AEe input, for updating AEe office technology on an ongoing basis.

Section 20 - Copyright and Patent

Board policies 7.50 Copyright and 7.60 Patent are hereby incorporated into this contract by this reference and are attached hereto as Appendix A.

A. Intellectual Property (see also Appendix A – Copyright and Patent Ownership)

1. Written materials, creative works, multimedia materials and products, including any derivative works, developed by an AEe for on-ground or online courses, who is reimbursed by Spokane Colleges for the work, produces it during work hours, or consumes goods/services purchased by Spokane Colleges become the property of Spokane Colleges. Spokane Colleges may exercise all rights and privileges of ownership.

2. Written materials, creative works, multimedia materials and products, including any derivative works, developed by an AEe for on-ground or online courses, on their own time, which incur no more than incidental cost to Spokane Colleges, are deemed to be the property of the AEe. Spokane Colleges shall not assert any interest in instructional technology materials created by an AEe without the use of appreciable Spokane Colleges support and used solely to assist the AEe or enhance the students' learning environment.

3. Potential joint ownership agreements should be mutually negotiated prior to the commencement of the work. The AEe developer is entitled to an AHE representative during such negotiations.

4. Spokane Colleges retains exclusive rights for the use of the logo or the name of any of the instructional units.

B. Before the college disseminates AEe creative works to an audience other than the intended audience of students and other college staff, there shall be a written agreement (establishing use and, if applicable, compensation) between the college and AEe. Royalty contracts and recovery of development costs will be mutually negotiated between the AEe(s) and Spokane Colleges. Such recovery costs will be determined, in writing, prior to the commencement of the work. The AEe is entitled to an AHE representative during such negotiations. This applies to materials produced prior to this contract that continue to generate revenue for the colleges. This does not extend to retroactive application or claims for prior year recovery.

Section 21 - Parking

AEes shall be assigned a specific parking lot with adequate parking spaces. Spokane Colleges shall ensure all parking areas have adequate lighting and are regularly patrolled by personnel from the Office of Campus Security. Once each biennium, Spokane Colleges may appoint a task force, with representative AEe membership, to review and consider parking fees and issues. Recommendations will be presented to the Board of Trustees for consideration of approval. Further, Spokane Colleges will develop and enforce strict parking regulations to ensure adequate AEe parking. AEes may appeal parking violations consistent with chapter WAC 132Q.20.265 and applicable administrative procedure.

Section 22 - Right to Fairness in Application

Spokane Colleges shall make no arbitrary or capricious decisions regarding the application of this Collective Bargaining Agreement nor discriminate against AEes exercising their rights under this contract.

Section 23 - Non-Fraternization

Spokane Colleges is committed to providing an environment conducive to individual development and learning. Spokane Colleges and AHE recognize that a sexual or emotionally intimate relationship between AEes and students, or between AEes and those whom they supervise, may pose legal risks to the AEe, student, third parties, and the college. Accordingly, AEes are prohibited from entering into a sexual or emotionally intimate relationship with anyone with whom they have a current supervisory or AEe/student relationship. See Appendix O.

Section 24 - Process for Student Concerns and Complaints

A. Informal Concerns: The following steps are to be used in resolving student concerns. Concerns must be initiated within ten (10) instructional days of the start of the quarter following the quarter during which the alleged actions occurred. An informal concern may be initiated in summer quarter if the AEe and student mutually agree. Informal concerns should proceed to the next step only if not resolved at prior steps. The student will make reasonable effort to complete the informal concern process described below within twenty (20) instructional days. The student has a right to a supporter during any meeting, provided advance notice is given. The supporter may not be an employee of Spokane Colleges. To ensure confidentiality and compliance with privacy statutes, this is an individual process. Group concerns will not be considered. See Appendix N for a student-facing document about this process: "Student Concerns Involving Faculty – Introduction and Advice to Students."

If at any point during the concern process it is determined the issue may involve a violation of federal/state law or Board policy, it may be forwarded to the appropriate district/college officer for consideration outside of the student concern process.

1. **Step One:** The student communicates with the AEe and describes the concern. Whenever possible, the student and the AEe are encouraged to hold this conversation either in person, via phone, or by video conference. The AEe will respond to the student within five (5) instructional days after hearing the informal concern from the student. If the student has made at least two good faith attempts (such as email, attend posted office hours, voice message) to contact the AEe on instructional days and received no response within a reasonable time, the student will contact the department chair for assistance.

Before proceeding to Step Two, the department chair will first contact the AEe to ascertain that the student has made valid attempts to contact the AEe during the AEe's instructional days. If not, the department chair will facilitate communication with the AEe, which can include helping to arrange an informal meeting between the student, AEe, and department chair.

2. **Step Two:** If the concern is not resolved at Step One, the student next speaks with the AEe's department chair. The department chair will attempt to facilitate a mutually acceptable resolution of the concern between the AEe and student. At any point during the informal process the department chair may call an informal meeting between the student, AEe, and department chair to attempt to reach a resolution. The department chair will respond to the student within five (5) instructional days of hearing the informal concern from the student.

   The AAd will first contact the department chair to ascertain that the student has made valid attempts to contact the AEe during the AEe's instructional days (Step One), and not having received a response, has contacted the department chair for assistance or response (Step Two).

   NOTE: A student may initiate the informal concern directly at Step Three, provided the cause for the student not proceeding through Steps One and Two is ascertained and found credible by the AAd.

   NOTE: If the AEe is also the department chair, the student shall meet with a different department chair of the AEe's choosing.

3. **Step Three:** If the concern is not resolved at Step Two or is determined by the AEe's AAd to be appropriately advanced to this step, the student next speaks with the AAd. At any point during the informal process the AAd may call an informal meeting between the student, AEe, department chair, and the AAd to attempt to reach a resolution. The AAd will respond to the student within ten (10) instructional days of receiving the concern. If the AAd is not reasonably available, the student may instead contact the appropriate Vice President for assistance or assignment of a designee.

B. Formal Complaint: If the concern has not been resolved to the student's satisfaction, they may file a formal complaint utilizing the form in Appendix N-1. The form must be submitted to the AAd's office within ten (10) instructional days of the AAd's Step Three response. Failure to do so causes the complaint to be denied as untimely.

1. **Assessment**: The AAd will assess the formal complaint and determine whether the complaint is appropriate for further consideration. If the AAd determines that it is not appropriate, they will so notify the student in writing not later than ten (10) instructional days after receipt of the formal complaint. Said complaint is terminated and may only be considered further per Item 5 below.

   If the AAd determines further consideration is appropriate, they will, within ten (10) instructional days of receiving the signed written complaint, send the signed written complaint to the AEe and to AHE.

2. **Academic Employee Response**: The AEe will submit a written response to the formal complaint to the AAd within ten (10) instructional days of being notified. The AEe can either assert the informal process was not followed or provide a written response to the AAd.

3. **Meeting to Discuss Response**: A meeting to discuss the complaint and draft the division's response will be scheduled within ten (10) instructional days of receiving the AEe's response and to include the AAd, AEe, and AHE. Others may participate at the mutual agreement of the AAd and AEe.

4. **Division Formal Response**: The AAd will provide the division formal response to the student within five (5) instructional days after the above meeting. This serves as the official division response to the complaint.

5. **Vice President Appeal**: If the complaint is not resolved to the student's satisfaction, they may appeal to the appropriate Vice President within ten (10) instructional days after the AAd's response. The Vice President's response will be the college's final official response.

C. **Academic Employee Rights:** The AEe has the right to AHE representation at any meetings regarding the concern/complaint. Materials may be placed in the AEe's divisional file in accordance with Article 3, Section 4, Paragraph B, Item 3.

Section 25 - Advisory Committees

The parties have mutual interest in maintaining robust and effective advisory committees. Annually contracted AEes assigned to programs with state or accreditation-required advisory committees shall participate in establishing, maintaining, and supporting advisory committees. Spokane Colleges shall follow College Advisory Committee Procedures of SBCTC's Policy Manuel Appendix E and RCW 28B.50.252 and any accreditation guidelines for advisory committees. Spokane Colleges shall provide administrative and logistical support for advisory committees, as well as current and relevant training materials that outline the roles and responsibilities of the committee.

Section 26 – Artificial Intelligence ("AI")

Spokane Colleges and AHE mutually acknowledge that artificial intelligence ("AI") is rapidly evolving, that not all future issues can be foreseen at this time, and that it will continue to have an impact on delivering instruction. It is the intention of Spokane Colleges and AHE that any future use of AI be done in a thoughtful and measured way, with due concern for student welfare and success. The parties have common interest in preserving AEe interaction and academic freedom in instructional delivery, including appropriate use of AI within industry norms of an AEe's program. As such, Spokane Colleges and AHE agree that both parties will engage in discussions surrounding AI going forward. When issues arise and no agreement can be reached at a lower level, those issues shall be referred to the Joint Executive Committee.

Section 27 – Recording of Meetings

Video conferencing platforms allow for accessibility during remote work times while also facilitating connection among colleagues, and as such there are advantages to recording certain meetings or events. However, recordings of meetings will be used sparingly and with legitimate need. For a scheduled meeting that is online or that has an online option, the meeting host is expected to notify all invited participants in advance if the

meeting will be recorded, the purpose of the recording, and if transcripts or chats will be saved. Given RCW 9.73.030 (Washington's two-party consent requirements for private conversations), recording one-on-one meetings is strongly discouraged. For more information, see Administrative Procedure "Recording of Meetings."

Article 4 - Workload and Terms of Employment

Section 1 - Assignment

The appropriate administrator (AAd) will make workload assignments consistent with the terms of this article.

Section 2 – Student-Centered Scheduling

The parties have mutual interest in scheduling courses (including class times and modalities), services, and programs in a manner which most effectively meets student demand and needs. Student-centered scheduling has been accommodated in this contract through the following sections, and such scheduling should be undertaken consistent with these sections: Article 4, Sections 7 (Working Day); 8 (Contractual Day); 10 (Alternate Contract/Summer Quarter); 11 (Alternative Schedules); and 13 (Extended Contract for Counselors and Librarians); as well as Article 5 (eLearning).

Section 3 - Workloads for Annually Contracted Academic Employees

A. Workload categories and related information are shown in the table below:

Category	Program or Discipline	Normal Weekly Contact Hours	Annual Average Contact Hours F/W/S	Min. Weekly Office Hours	Other Professional Activities and Responsibilities	Total Weekly Responsibilities
A	(See Appendix H for a list of programs and Disciplines in each category) * included in weekly hrs.	15	45	10	10	35
B		18	54	7	10	35
C		20	60	5	10	35
D		22	66	3	10	35
E		23	69	2	10	35
F		25	75	*	10	35
G		28	84	*	7	35
H		35	105	*	*	35
I		30	90	*	5	35

B. Normal weekly contact hours in categories A through G are increased pro rata by the number of weeks in the shortened summer quarter compared with the normal eleven (11) week quarter. For example, the normal weekly contact hours in Category A for an eight-week quarter is 20.62, for a seven-week quarter is 23.57, and for a six-week quarter is 27.50.

C. Spokane Colleges and AHE recognize that class size is a critical component in providing quality education and maintaining standards of excellence and that these components will be the main factor considered by Spokane Colleges in making class size determinations. Department input shall be included in decisions regarding the size of classes. Class size determinations shall incorporate recommendations from professional organizations within the discipline, student learning needs, course outcomes, quality education in the best

interest of the students, safety, and equipment availability. The number of seats a room holds shall not be the primary determinant of class size. The determination of caps for a given course shall be based on a discussion between the AAd and the appropriate AEes in that discipline. This determination can be re-evaluated as needed. All parties acknowledge that class size has a significant impact on workload. AEes should be kept within the hours outlined in the work week as defined in Article 4 Section 3, Paragraph A. Spokane Colleges will work toward making workload equitable across the district.

D. Class size shall be subject to the following conditions (This does not apply to online or flex courses. See Article 5, Section 3, Paragraphs H and M):

1. Course caps will not be significantly increased beyond the generally agreed upon historical/average caps.

2. To promote student success, it is generally agreed that whenever possible, course caps for traditionally "lecture-based" courses should not exceed 40 students.

3. AEe's may choose to over-enroll their individual class(es). Over-enrollment does not constitute a change in the course cap.

E. Curriculum and program development shall be implemented consistent with NWCCU Accreditation Standard 2 (Educational Program and Its Effectiveness). AEes who have developed curriculum proposals or updates according to college curriculum development guidelines are guaranteed the right to present such proposals to campus curriculum committees.

Section 4 - Academic Employee Responsibilities

A. Annually contracted AEes are expected to be on campus, at a center, or at other off-campus work locations, engaged in professional responsibilities an average of thirty-five (35) hours per week. Professional responsibilities within the thirty-five (35) hour week include, but are not limited to:

1. Meets or makes arrangements for all scheduled class/worksite hours and creates an instructional/classroom environment that promotes student learning.

2. Provides reasonable availability to students and responds to students in a manner appropriate to meet student needs (i.e. office hours, e-mail).

3. Participates regularly in district, college, division (where reasonable notice has been given) or general AEe meetings; in-service training; curriculum development; academic consulting; workshops or seminars (including preparation time). For AEes with 100% online workload, see Article 5, Section 3, Paragraph J.

4. Shares in the responsibility to serve on district/college/division/department councils, committees or task forces; or other activities. For AEes with 100% online workload, see Article 5, Section 3, Paragraph J.

5. Attends departmental meetings where reasonable notice has been given. For AEes with 100% online workload, see Article 5, Section 3, Paragraph J.

6. Abides by district non-discrimination policies and is willing to make reasonable accommodations where necessary to give students with disabilities full access to academic programs/services.

7. Engages in instructional/non-instructional professional responsibilities an average of 35 hours per week.

8. Non-instructional days shall, on average, include at least the same number of hours on campus, at a center, or at other off-campus work locations, as would be required on an instructional day.

9. Follows established written procedures that have been clearly communicated.

10. Remains generally aware of and complies with state and federal laws applicable to professional duties.

11. Exercises effective stewardship of college assets/equipment as appropriate.

12. For AEes giving grades, communicates expectations, establishes clear grading criteria, and, when appropriate, provides feedback through instructional means.

B. Students shall be provided a comprehensive syllabus within the first week of the quarter. AEes may update their syllabus as needed, provided students are notified in writing at the time of such changes.

Section 5 - Implementation

A. The workload category for all programs and disciplines is defined in Appendix H. An AEe teaching classes in more than one (1) workload category will have workload computed on a pro rata basis.

B. All credit and non-credit classes offered by Spokane Colleges are defined in the catalogue course listing. The definition is developed as part of the course curriculum approval process, including SBCTC approval. By October 15th, AHE will be notified via an annual summary of all approved curriculum revisions from the prior academic year, as well as a Course Listing Report for the current academic year.

C. Moonlight Assignments and Student Availability: Annualized moonlight contracts carry an additional student-availability responsibility beyond those required within the normal 35-hour professional responsibility requirement.

D. Prioritization/Assignment of Contracts: Primary consideration will be given to student success and instructional quality in assignment of contracts. Tenured AEes will be given preference to part-time assignments within their respective departments, provided academic qualifications, previous teaching experience of the course(s), department rotation systems, ability to meet professional responsibilities, specialized skill and availability of adjunct AEes, and budgets are considered. For detailed information about prioritization, see the Scheduling Matrix in Appendix M.

If an AEe's load is 180 percent or more for four consecutive quarters, excluding summer, a meeting will be held during the fourth quarter between the AEe, the AAd, and the appropriate Vice President to address Article 4, Section 5, Paragraph C.

Summer session is addressed separately in Paragraphs L and M of this section.

E. Annualized Assignments: The annual average contact hours define the normal annual teaching workload, or 300 percent. The percentage of contact hours in excess of 300 percent shall result in such excess being paid at the adjunct AEe rate for the applicable workload category, provided that the annual excess is two (2) or more hours.

F. When appropriate, team-teaching assignments may be on a pro rata basis.

G. Prior Learning Assessment (PLA): AEes hold the core competency for making prior learning assessments (PLA). Regardless of the method of assessment, credit may be granted only upon the recommendation of AEes who are appropriately qualified and who are on a regular appointment with the college on a continuing basis. Both parties agree that, whenever possible, tenured or annually contracted AEes should be consulted first regarding PLA. The department/discipline members may designate an appropriate adjunct AEe to conduct PLA. Compensation for assessment will be based on the amount of credit requested, not the amount of credit awarded (see Article 18, Section 12 for compensation of PLA).

AEes will evaluate and approve all crosswalk resources for their relevance in comparison to college course offerings including the well-established ones such as American Council of Education (ACE) Military Guide.

To implement a portfolio assessment, Spokane Colleges will collaborate with the appropriately qualified AEe to determine if a need for a portfolio class exists.

Spokane Colleges will contract with AEes to develop challenge exams or consult with an appropriate AEe to use existing comprehensive final exams. AEes will determine if CLEP, DANTES, DSST, Advanced Placement (AP), International Baccalaureate exam (IB), Excelsior College Exams, and others are commensurate with clearly defined learning outcomes.

H. College in the High School: College in the High School (CiHS) is a dual credit program located on a high school campus or in a high school environment in which a high school student is able to earn both high school and postsecondary credit. This does not refer to Career Technical Education dual credit. Compensation for CiHS can be found in Article 18, Section 13. Decisions to participate will be made at the department level, and the following will be incorporated:

1. The college provides a mentor (a college AEe who is a subject matter expert in the discipline being taught at the high school) to work with the CiHS instructor on matters specific, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, and appropriate rigor to meet the learning outcomes of the college course. Mentors will have an initial meeting with the CiHS instructor prior to the beginning of the class, will meet with the CiHS instructor no fewer than twice throughout the duration of the class, and will schedule at least one classroom observation.

2. Although college mentors do not teach the CiHS class, they are the listed instructor of record who oversees quality assurance. The CiHS instructor will submit grades to the AEe mentor, who will submit student grades at the college.

3. CiHS courses are the equivalent to courses offered on-campus at the sponsoring college.

4. Students enrolled in CiHS courses are held to the same standards of achievement, which include the same prerequisite requirements and grading standards, as students in on-campus courses.

5. The Northwest Commission on College and Universities states, "Faculty with teaching responsibilities take collective responsibility for fostering and assessing student achievement of clearly identified learning outcomes." Therefore, Spokane Colleges AEes are solely responsible for curriculum and learning outcomes.

6. AEes participating in CiHS will be offered training designed to develop collegial interaction with high school teachers. The AEe mentor will then address course curriculum, learning outcomes, assessment criteria, pedagogy, course philosophy, and administrative responsibilities with the high school teacher.

7. Instructors teaching college courses through the CiHS program must meet the academic department's requirements for teaching college courses.

8. Annually contracted and adjunct AEes at Spokane Colleges are eligible to teach as well as mentor CiHS courses.

9. High school instructors must comply with the college's expectations as communicated by the college mentor for CiHS courses in order to continue participation.

I. **Cooperative Education:** The workload for a 100 percent assignment in the cooperative education program is defined as sixty (60) students for work experience and is in Category A for moonlight purposes. The workload for co-op seminar will be Category A. Cooperative education includes those programs with activities defined as community-based learning and includes work-based learning, internships, or practicums. The same workload guidelines apply.

   The typical minimum responsibilities for cooperative education include advising and selecting students, placing students in work experience sites, improving student adjustment to the work environment, improving on-the-job training, coordinating classroom instruction with on-the-job training, assisting students with personal adjustments, promoting the program among employers and students, and contacting each student in both seminars or conferences and supervised work experience.

J. **Allied Health Clinical Practicums:** (Applicable programs indicated in Appendix H). The workload percentage for allied health clinical practicums will be calculated by completing the following steps:

1. **Step 1**: Total clinical hours ÷ 33 hours = clinical credits

2. **Step 2**: Clinical credits x 2 = workload assigned hours (weekly)

3. **Step 3**: Workload assigned hours ÷ workload category hours per week = % workload for class

K. AEes shall not be required to substitute as part of their normal assignments. Substitute assignments will be paid at the substitute rate (see Article 24, Section 6, Paragraph C), provided such activities are assigned and authorized in advance by the AAd. Nothing herein shall be construed to preclude voluntary substitution or to require the use of substitutes by Spokane Colleges (see Article 7, Section 1, Paragraph C, Item 4 regarding unpaid substitute limitations).

L. Summer course offerings shall be based on student needs and sound scheduling practices. Summer school assignments shall normally be less than a full load, except in block programs.

M. Annually contracted AEes will be given preference for part-time assignments in summer within their respective departments, provided academic qualifications, previous teaching experience of the course(s), department rotation systems, and budgets are considered. The AAd shall make the final selection based upon these criteria.

N. **Independent Study**: Independent studies are individual instructional projects which allow students to enhance their educational opportunities. Independent studies are overseen by an AEe. Independent studies require the proper documentation and approval of the AAd. Compensation for independent study can be found in Article 18, Section 14. Independent study projects are not considered part of an AEe's workload. Independent study projects may not be used to duplicate an existing course.

O. **Directed Self-Study**: Directed self-studies replicate existing courses. Directed self-studies are typically offered for the purpose of allowing a student to successfully stay on track towards completion of their program. Directed self-studies may not exceed five (5) students. A student taking a directed self-study will be expected to do a significant amount of independent learning. Directed self-study will not be used in order to underpay any AEe teaching a required course that is part of the program's regular sequence and occurring during the quarter it is typically offered. Compensation for directed self-study can be found in Article 18, Section 14.

Section 6 – Reassignment/Release

AEes shall normally perform the responsibilities of their position, but occasionally partial reassignment of normal responsibility is necessary and desirable to accomplish special projects, research, curriculum projects, professional development, and other activities. For impact of reassignment/release on department chair load, see Article 14, Section 3, Paragraph B, Item 6.

A. Reassignment/release within the division shall take place under the supervision of the AAd and shall be reported to the department chair and the appropriate Vice President.

B. Reassignment/release outside the division requires the written approval, in advance, of the College President, and shall be reported to the department chair and AHE. Examples would include release granted for AHE leadership, to serve in a temporary exempt position, or to serve on a college project not related to a department area under the direction/supervision of another AAd.

C. AEes authorized for partial reassignment/release will be selected based on qualifications, program need, and impact on normal department activities.

D. Partial reassignment/release is for one (1) quarter duration only and may be renewed if appropriate.

E. The time available for reassignment/release will be based pro rata on the total weekly responsibility. For example, one third (1/3) reassignment will be one third (1/3) of thirty-five (35) or eleven and seven tenths (11.7) hours per week and shall be prorated among the weekly contact hours, office hours, and other responsibility hours.

F. Full and/or partial reassignment/release from the normal responsibilities for work outside the division lasting one (1) quarter or more will be accomplished in the following manner:

1. Potential job reassignment/release of two or more quarters will be posted in the College President's office and generally announced to college AEes. Interested college AEes will be given an opportunity to submit a letter of interest as application for the reassignment/release. Following consideration of those applications, the appointing authority retains the right to select and assign. Exempted are those reassignments made for non-project-based reasons (i.e. medical accommodation, personal, disciplinary).

2. An annual list will be made available to AEes and AHE by college administration listing all college reassignment/release for that academic year. Exempted are those reassignments made for non-project-based reasons (i.e. medical accommodation, personal, disciplinary).

3. The AEe offered the full reassignment/release will, with acceptance, be appointed to a temporary one hundred seventy-five (175) day AEe position at the annual contract rate in workload Category H. Extensions to this assignment, when authorized, will be at the non-instructional hourly rate.

4. The full reassignment/release is for a maximum of one (1) year and may be renewed if appropriate.

5. At the conclusion of the reassignment/release, the AEe will return to their regular position or an equivalent position.

G. When college administration intends to reassign an AEe to an alternative assignment that involves restrictions (office access, talking with fellow AEes, access to Spokane Colleges email, etc.), AHE shall receive written notice outlining such restrictions at the time of implementation of the alternative assignment, in accordance with Article 3, Section 10. This does not include disclosure of restrictions protected by law. For probationary AEes, see Article 9, Section 4, Paragraph B.

Section 7 - Working Day

For AEes, morning, afternoon, and evening shall each be considered a time block, with consideration given for the impact of online instruction.

A. AEes will not be assigned to more than two (2) consecutive time blocks in any one (1) day unless required to maintain a full load.

B. AEes will not be assigned to non-consecutive time blocks (i.e. morning and evening). However, when courses are canceled, the affected AEe may be assigned a split shift to complete their workload.

C. When such scheduling as mentioned in Paragraphs A or B above is required, assignments shall be given to those AEes with least seniority, provided qualifications are equal as determined by the AAd. Any dispute regarding such assignment shall be referred to the Joint Executive Committee.

D. This section does not preclude voluntary assignments.

Section 8 - Contractual Days

A. The number of contracted days for annually contracted AEes shall be one hundred seventy-five (175) as scheduled in the approved college calendar. Scheduling of such days shall be approved by the Board of Trustees. Additional calendars may be approved for non-traditional programs.

B. The one hundred seventy-five (175) day assignment for AEes may be different than those days in the academic calendar upon mutual agreement between the AEe and the College President.

C. In departments such as Nursing where state legislation, professional licensing, or curriculum requirements require a four (4) quarter curriculum, the one hundred seventy-five (175) days may be assigned to include the summer quarter. Such assignments shall be made on a case-by-case basis by mutual agreement of the annually contracted AEe and the College President.

D. In summer quarter, each day shall be counted on a prorated basis. For example, for a 5-credit lecture course over four days per week, the class times would be as follows: 115 minutes per class for 6-week schedules, 98 minutes per class for 7-week schedules, and 86 minutes per class for 8-week schedules.

Section 9 - Academic Calendar

The academic calendar will be developed by mutual agreement between Spokane Colleges and AHE provided that the days of instruction range from one hundred sixty-five (165) to one hundred sixty-seven (167), that the legal holidays be observed, and that all parties agree that all classes must meet according to the official final exam schedule. When a quarter includes a Campus/Faculty Development Day, the purpose of said day shall be for departments to do department work. Campus/Faculty Development Days are not considered days for Spokane Colleges to schedule division, all-college, or district work, trainings, or programs. The parties must agree on the calendar no later than December 1, two (2) years in advance, and any adjustments are subject to final approval by the Board of Trustees.

Section 10 - Alternate Contract/Summer Quarter

Upon mutual agreement between a tenured AEe and the AAd(s), summer quarter may be worked in lieu of a regular quarter. In such instances, weekly contact hours shall be adjusted to reflect the summer schedule, and compensation shall be the same as if the regular quarter had been worked. The academic year begins with the summer quarter. Thus, the AEe would be assigned to work the summer quarter of that year plus two more quarters.

Section 11 - Alternative Schedules, Counselors and Librarians

As defined by Section 8, Paragraph A, counselors and librarians are issued annual contracts for 175 days coinciding with the academic calendar. However, by mutual agreement, the one hundred seventy-five (175) day assignment for those AEes with primary assignments as counselors or librarians may be scheduled for days different from the academic calendar between September 1 and June 30. This requires that the department chair coordinate the work schedule for administrative approval and that there be mutual agreement between

the AEe and the AAd. Discussions about alternative schedules may involve AHE representation if requested by the AEe.

Section 12 - Summer Quarter, Counselors and Librarians

Summer quarter for those AEes with primary assignments as counselors or librarians will be paid at the regular summer rate (Article 18, Section 2). Summer quarter is defined as between July 1st and August 31st. This requires that the department chair coordinate the work schedule for administrative approval and that there be mutual agreement between the AEe and the AAd.

Section 13 - Extended Contract for Counselors and Librarians

A. The option of an extended contract to cover non-contractual periods exclusive of the normal academic year will be available to annually contracted academic counselors and may be available to annually contracted librarians. This contract option will be an extension of the normal 175-day contract.

B. An AAd may offer, and each counselor or librarian may accept, an extended day contract in addition to the normal 175-day contract at the current hourly rate of pay based on their annualized contract.

C. The department chair will develop, in consultation with their department colleagues, proposed schedules for the following quarter and will submit proposed schedules to the AAd as follows:

Quarter Being Scheduled	Schedule Due to AAd
Fall (Sept. 1 – Dec. 15)	14 calendar days after the start of Fall quarter
Winter (Dec. 16 – Mar. 15)	14 calendar days prior to the end of Fall quarter
Spring (Mar. 16 – June 30)	14 calendar days prior to the end of Winter quarter
Summer (July 1 – Aug. 31)	14 calendar days prior to the end of Spring quarter

D. Every effort will be made to ensure counselor and librarian availability during all periods outside of the summer quarter necessary to meet student and college needs. The final schedule will be developed in consultation with the AAd, who will have final approval and shall give notice to the department chair of that approval within five (5) working days.

E. Alternate scheduling and extended contracts will occur initially within the appropriate organizational unit only. Remaining available extended contract hours may be offered to counselors and librarians from other organizational units, after final approval of schedules has been made by the AAd, by contacting the other unit's department chair(s). Those remaining hours will be assigned by seniority basis of those counselors or librarians having expressed interest.

Section 14 – Combining of Classes/Courses

A. When the AEe, AAd, and AHE agree that it is in the best interest of the students and/or program, courses can be combined. Combining is permissible by specific written agreement between AHE and Spokane Colleges and must be a voluntary decision by the AEe. AHE will respond within 5 business days to the request. Any reconfiguring of AEe roles among AEes must have permission of all participating AEes, AHE, and Spokane Colleges.

There are various ways that combining is utilized to meet student needs and address enrollment planning. Department chairs may include combined sections as part of their initial proposed course schedule, based on past enrollment history or long-standing practice within the department. Alternatively, the conversation on combining sections may occur during the enrollment period, as part of a strategic enrollment approach.

This section applies to courses that are combined for reasons related to enrollment. As such, music performance ensembles (choir, orchestra, or band) and newspaper production courses do not require written agreement with AHE for combining.

B. When two classes are combined, the combined cap shall reflect the standard cap for a single class. If the two combined classes have different caps, the combined cap shall be the lower of the two. The workload category for any combined class will be the one with the lowest hourly requirement.

C. For combining that involves an online class, see Article 5, Section 3, Paragraph L.

Article 5 - eLearning

AHE and Spokane Colleges recognize that classes delivered online can offer educational opportunities to people who would otherwise be unable to attend college. At the same time, both AHE and Spokane Colleges recognize that eLearning poses special challenges to students, AEes, and Spokane Colleges infrastructure and support personnel. AHE supports using technology to further student access and student success. However, AHE is mindful of the limitations of Spokane Colleges' technological infrastructure and the technology provided by Spokane Colleges for instruction.

Therefore, neither Spokane Colleges nor AHE will expand online offerings without due concern for student success and AEes' welfare. It is the intention of Spokane Colleges and AHE to increase online offerings at a measured and a managed pace.

For successful online instruction, the unbundling of AEe roles (see Article 4, Section 4, Paragraph A) is not in the best interest of student success. Developing curriculum is the exclusive right of AEes, as defined in Article 1, Section 2, Paragraph A. Course/instructional designers are not AEes, but rather are experts in eLearning technical functionality, best practices, and tools.

Section 1 - Support for eLearning

Spokane Colleges and AHE recognize that eLearning may require additional technological support, training, and development. To ensure educational quality, AEes and administration who engage in eLearning shall mutually agree on the necessary support services, technology, development release/funding, and training to ensure educational quality. In addition, AEes engaged in eLearning instruction will be provided appropriate, ongoing, technical and equipment (except as stated in Section 3, Paragraph J) support. Available support resources will be identified and communicated to AEes by college administration on an annual basis.

Section 2 - Course Design, Refreshment and Maintenance

A. Negotiated Compensation for Course Changes: See Article 18, Section 11 (Special Project Stipend).

B. Compensation for Mandated Course Changes: AEes will be compensated if mandatory changes to delivery platforms, learning/content management systems (LMS/CMS), or associated software require substantive course updates or maintenance.

C. Proprietary/vendor course evaluation and design tools can only be used with permission of the AEe.

Section 3 - Workload and Working Conditions

A. Voluntary participation: Participation by AEes in eLearning courses, whether as part of regular teaching load or as moonlight, will be strictly voluntary, unless such courses are a condition of employment. If teaching eLearning courses is not a condition of employment, AEes may elect not to teach those courses. Such decision will not be used in any evaluative manner.

B. RIF and eLearning: No AEe will be displaced because of eLearning or computer-aided courses. Spokane Colleges agrees that it is not the intent of Spokane Colleges to replace AEe positions by subcontracting credit courses with outside contractors, other than adjunct AEes or supplemental contractors. Unbundling of AEe roles for assignment to paraprofessionals, staff, subcontractors, or other non-AEes is prohibited.

C. Availability to Students and Professional Responsibilities: In eLearning courses, AEes shall be able to conduct a proportionate part of their office hours via email, telephone, or equivalent one-on-one alternatives. AEes who teach eLearning classes must meet other professional responsibilities (Article 4, Section 4, Paragraph A).

D. Priority Assignment: The developer of online courses developed prior to 7/1/15 will retain priority assignment for teaching these courses up to receiving 167 percent of an overall quarterly instructional load as defined in Article 4, Section 3, Paragraph A. Thereafter, the right to instruct the courses is open to any other AEe instructionally qualified. This right of priority assignment does not apply to adjunct AEes. After 7/1/15, the development and subsequent assignment of online courses is subject to a specific department's assignment processes/practices, and there will be no additional contractual rights to priority assignments.

E. Student Evaluations: Consistent with Articles 10 and 24, AEes who teach online courses will use the online evaluation method designed specifically for online classes. Hybrid courses may use either the in-person paper forms or the online evaluation method. Other methods of evaluation of AEes shall be mutually agreed

between the AEe and their AAd prior to the evaluation. To ensure student anonymity, online student evaluations should be distributed at the direction of the Vice President's office at the appropriate college, with completed evaluations directed to the AEe's AAd. AEes (other than probationary tenure-track AEes) select which of their classes will be used for evaluation (Article 10, Section 2, Paragraph A and Article 24, Section 9, Paragraph B). Probationary tenure AEes will work with their tenure committees to determine which classes will be used for evaluation (Article 9, Section 4, Paragraph C).

F. Observations: Without advance written permission of the AEe, there will be no monitoring, taping, ITV observation, nor adding the AAd (or peer observer) to the learning management system for purposes of assessing an AEe's performance. AHE and Spokane Colleges agree that these are "classroom" observations, not "course" observations. As such, the goal is to replicate (to the extent possible) the observation of a standard (50-minute) class session, rather than to evaluate the entire course.

Observations of online classes will be conducted as an interaction between the AAd (or peer observer) and AEe during a mutually agreed upon 50-minute period, which may be followed by a post-observation discussion. The AEe will select a topic, unit, module, or section of the class and share selected examples of the AEe's choosing of each of the following:

1. Content delivery (may include but is not limited to class structure, use of teaching aids, publisher content, reading assignments, videos, podcasts, synchronous online sessions, etc.)

2. Assignments/assessments (may include but is not limited to: quizzes/exams, laboratory activities, projects, group work, assignments, discussion boards, etc.)

3. Interaction/communication with students (may include but is not limited to: instructor-initiated communication, responsiveness/availability to students, synchronous online session, participation in discussion boards, personalized feedback on student work, etc.)

If appropriate, the AEe can also share additional topics of the AEe's choosing that demonstrate effective online instruction.

All other observation steps and procedures, as stipulated in Article 10, Section 5, Paragraph C, Item 2, Part a; Article 9, Section 4, Paragraph C; and Article 24, Section 9, as applicable, will be strictly followed.

G. Technical and eLearning Support: Administrative or staff access is limited to issues of software functionality only. No change to class structure, content, sequencing, or design is allowed without permission of the AEe of record. Communication with students by support staff regarding matters other than technical support should occur only in coordination with the AEe.

H. Online Enrollment Management: The class cap for online courses is 25 students. The class can be over-enrolled up to 35 students, with mutual agreement of the AEe and the AAd. To facilitate enrollment management, additional online sections of the same course may be opened later. Over-enrolled students can be moved to a new section with permission of the AEe. If the AEe accepts an additional section of the course, they may move the over-enrolled students to the new section. Departments, with agreement of the AAd, may lower class caps in the best interests of student success.

I. Compensation: Compensation for online classes will be calculated at the close of business on the census date of the class. (During summer quarter, preliminary calculations may be done prior to the census date to ensure AEes are paid in a timely manner). The monetary compensation for the online class section(s) determined above will be calculated as follows:

1. The first section of student enrollments 1 through 25 will be paid at the contractual rate for the appropriate workload category.

2. Enrollments exceeding 25 will be paid at 1/25th of the contractual rate per student for the appropriate workload category.

3. If the class cap has been mutually agreed to be fewer than 25 (per Paragraph H above), the maximum over-enrollment of the section will be no more than 130 percent of the agreed-upon cap. For each student over the adjusted cap, the AEe will be paid in proportion to the adjusted cap.

J. 100 Percent Online Workload (No On-Campus Responsibilities): When 100 percent of an AEe's workload in any given quarter is comprised of online courses and that assignment does not allow them to also meet on-campus professional responsibilities, the following shall apply:

1. A mutual agreement, not exceeding three consecutive quarters in length, will be reached and documented between the AEe and their AAd prior to submitting for approval per Item c. below. Mutual agreement for renewal or renegotiation is allowable upon conclusion. The agreement shall, at a minimum, include the following elements:

a. A listing of expectations and terms, to include monitoring and evaluation arrangements, for the assignment

b. Agreement that the AEe will provide their own technology, with Internet connection at their own expense, and an acceptable plan for support if the AEe experiences technology failure or access problems

c. Advance approval of the appropriate Vice President and the Chief Administration Officer

2. The AEe will be placed on 80 percent compensation.

3. The AEe will be excused from on-campus professional responsibilities but will continue to be required to maintain student availability.

K. Hybrid courses: The workload category for hybrid classes will be the same as the equivalent on-ground class. There are two types of hybrid classes:

1. Those in which 51 percent or more of instruction is delivered online. Everything in this article applies.

2. Classes where 50 percent or less of instruction is delivered online. These classes are not subject to Paragraphs D, H, and I of this article.

AEes can change a class to a hybrid modality by informing the department chair prior to schedule publication and/or following departmental procedures. The department chair will submit the change to the AAd for approval as part of that quarter's schedule, highlighting the proposed modality change.

In the event a hybrid class is offered, it is the AEe's responsibility to provide the class information, including the on-ground class meeting times, to the department chair. The AAd ensures communication of hybrid modality to the college community. To ensure students are informed in a timely manner, except for extenuating circumstances, communication should occur prior to the start of registration for the quarter in which the class is to be offered.

L. Combining: Combining of online and on-ground class offerings into one class is permissible by specific written agreement between AHE and Spokane Colleges. The total number of students in the two combined classes shall be 25, unless the AEe and AAd agree to over-enroll beyond 25 students. If the total number of students in the combined online and face-to-face classes exceeds 25, the compensation described above in Paragraph I shall apply. The workload category will be equivalent to that of the on-ground course. Any reconfiguring of AEe roles among AEes must have permission of all participating AEes, AHE, and Spokane Colleges. (See Article 4, Section 14 for more information on combining).

M. Flex courses: If student need is not met through face-to-face, hybrid, or online modalities, as determined through conversation between the AAd, AEe, and department chair, classes may be offered in the flex modality.

A flex class is one in which the student can choose to attend face-to-face (F2F) either on-ground and/or take the class asynchronously online. Online classes with synchronous components and no F2F on-campus option are not considered flex. AEes teaching at rural/extension sites may utilize ITV (or similar technological solutions) to deliver the F2F on-ground component of a flex class in a synchronous fashion.

A flex class can also be a hybrid class (Article 5, Section 3, Paragraph K) provided 51% or more of the class is offered F2F on-campus.

1. Compensation: AEes who teach flex classes will be paid an additional $170 per credit hour. An AEe who receives compensation for flex modality is not eligible to receive additional compensation for over-enrolled students (Article 5, Section 3, Paragraph I).

2. Class caps: The standard class cap (combined F2F and online students) for a flex class is 25. By specific written agreement between the AAd, the AEe, and AHE, caps can be increased up to 35 with no additional compensation. AHE will respond within 5 business days to the request.

3. Safety and Effectiveness: Consistent with Article 3, Section 3, a primary consideration is to not put the AEe in an unsafe situation. If attendance in the F2F component becomes small enough that the AEe feels the situation is uncomfortable, unsafe, or pedagogically ineffective, the AAd and AEe will work together to develop a plan to safely and effectively deliver F2F instruction. This might include moving

the class to a shared location, synchronous online instruction, assigning a staff member to attend the class, or other solutions.

4. **Scheduling:** Flex classes must be scheduled as such before students begin enrolling in classes. When an online class and a face-to-face class are combined due to low enrollment numbers, those classes will be considered "combined" (Section 3, Paragraph L above) and are not considered flex.

5. **Evaluation**: For flex classes, the AEe shall choose to be observed either in-person or to utilize the online observation process (see Paragraph F above).

Section 4 - Quality Assurance

eLearning courses are subject to the same policies, procedures, and practices ensuring rigor of offerings and quality of instruction as equivalent to on-ground courses. This includes consultation with appropriate departments and proper curriculum review processes. Systems to verify and authenticate online student identity are the responsibility of Spokane Colleges. Training on those systems will be provided to AEes.

Article 6 - Transfers and Vacancies

Section 1 - Transfers

Any tenured/non-tenured annually contracted AEe may request a transfer from their current unit to another unit and/or to another department in their unit according to the following procedures:

A. Transfer for Those Currently in the Applicable RIF Unit: Upon becoming aware of a tenured vacancy, the Human Resources Office will send a direct email with a certificate of receipt of that vacancy to all AEes appearing on the seniority list for that discipline with a courtesy copy to the AHE President. Those interested in transfer must provide written notice of interest to the Human Resources Office by not later than 5 working days following the date of notice. This notice of interest will include a current resume.

B. Upon receipt of written notice of interest in transfer, the Human Resources Office will send the AEe's material to the appointing authority. In conjunction with the department, the appointing authority, or their designee, will consider the AEe's materials, interview that AEe and then inform them and the Human Resources Office either within thirty (30) days or prior to opening the position for recruitment, whichever occurs first, of the transfer determination (see also Article 19, Section 1).

C. Transfer for Those Not Meeting the Requirements of Section 1, Paragraph A: The AEe shall send a written request for transfer to the appropriate Vice President and AAd of the department where the AEe would like to transfer, with a copy to the Human Resources Office and the appointing authority of the unit from which transfer is sought. This request for intra-or-intercampus transfer to an open academic position, before or after posting, shall include a statement of qualification and/or updated resume specific to the desired position (see also Article 19, Section 1). The request will remain on file in the Human Resources Office through the end of that academic year.

D. AEes may request a transfer to open tenured positions before and after postings of the vacancy. Departments will consider the request before the screening process begins, provided the request is received prior to the closing/review date. Final appointment to the position will be at the discretion of the appointing authority. The appropriate Vice President or the appointing authority of the campus with the open position shall notify the AEe in writing of the status of their request within thirty (30) days after receipt and review of the request. The AHE President will be courtesy copied on this notice.

E. The parties recognize that involuntary transfer of AEes may occur within their areas of qualification.

F. The AHE President shall be notified by the Chancellor of requests for transfer and the status of transfer requests.

Section 2 - Vacancies (Administrative and Annually Contracted Academic Employee Positions)
To assure that AEes are given every consideration in filling any vacancies in existing or newly created positions, excluding reassignments that occur at any time within Spokane Colleges, the following procedures shall be used:

A. When applicants are recruited for vacancies, the position announcement shall be posted throughout Spokane Colleges and a copy forwarded to the AHE President.

B. The position announcement shall clearly set forth the qualifications for the position and the procedure for applying.

C. Vacancies or new positions shall be filled on the basis of qualifications for the position and with full consideration of the Spokane Colleges affirmative action program.

D. This section shall not apply to annually contracted positions filled by transfer or reassignment pursuant to Section 1 above.

E. In other instances involving vacant or newly created administrative and/or annually contracted AEe positions, the provisions of Article 16, or the applicable administrative screening procedures, shall apply.

Article 7 - AEe Leave Policy

Leave is provided for a variety of purposes. Willful misuse of leave is considered unprofessional behavior and may lead to discipline.

Section 1 - Sick Leave

A. Sick Leave Accrual: Upon initial employment with Spokane Colleges as an annually contracted AEe, eighty-four (84) hours of sick leave shall be granted commencing the first day on which work is to be performed. For the purposes of this article, a “day” equals seven (7) hours.

Beginning one year after the start of an annually contracted position, sick leave shall be accrued on the basis of seven (7) hours per calendar month in which a contracted day is worked.

The maximum annual accrual of sick leave is eighty-four (84) hours. Moonlight assignments do not accrue additional sick leave for annually contracted AEes. Therefore, the maximum reported sick leave for a day is seven (7) hours.

Pursuant to applicable statute, each annually contracted AEe's portion of unused sick leave allowance shall accumulate from year to year without limit.

AEes working summer effort will accrue monthly sick leave of up to seven (7) hours per calendar month in which a contracted day is worked, based on percentage of load.

B. Sick Leave Use: Use of accrued sick leave shall be allowed on contractual days under the following conditions:

1. When illness, injury, or disability has precluded the AEe from performing their duties.

2. When an AEe has been exposed to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees, students, or the public.

3. For medical, dental, or optical appointments.

4. For pregnancy or childbirth for a period, inclusive of the date of birth, of up to twelve (12) consecutive calendar weeks.

5. For personal loss, such as the death of a non-qualifying person or other significant event, after consultation with the AAd, or to extend bereavement leave beyond the provided thirty-five (35) hours.

6. Because of emergencies caused by serious illness, death, or to assist a person with a disability, in the immediate family of the AEe that requires the assistance of the AEe in circumstances arising from the care of the patient or arrangements for the deceased. The definition of family members for this purpose is: spouse, parent, domestic partner, sibling, parent-in-law, domestic partner's parent, grandparent, grandchild, child, and a child in the custody of and residing in the home of an AEe. This also includes persons who reside in the same home who have reciprocal duties to and do provide financial supports for one another. The term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune. Parent is further defined as a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an AEe or the AEe's spouse or registered domestic partner, or a person who stood *in loco parentis* to an AEe when the AEe was a child. A person who had day-to-day responsibilities to care for or financially support the employee when they were a child is considered to have stood *in loco parentis* to the AEe.

7. For the placement of a child with the AEe for adoption or foster care. Up to twelve (12) consecutive calendar weeks, provided the leave both commences and is completed within twelve (12) months of that child's placement date.

8. Minor/dependent childcare emergencies such as unexpected absence of regular care provider, unexpected closure of child's school, or unexpected need to pick up one's child earlier than usual.

An annually contracted AEe will receive full pay and benefits for each contracted day of sick leave up to their accrued number of leave days.

C. Sick Leave Reporting: All sick leave taken shall be reported to the AAd as soon as possible and daily thereafter, unless a different interval is arranged. When less than a full day of sick leave is taken, it shall be deducted on an hourly basis. When reporting leave of less than seven (7) hours, the AEe is expected to indicate on their leave request how professional responsibilities were met.

1. The college administration may require a licensed healthcare provider's statement regarding any illness, injury, or disability leave after the fifth consecutive workday. The statement is sent directly to the Human Resource Office's Medical Records Officer. Spokane Colleges may request a second opinion of the medical diagnosis at Spokane Colleges' expense.

2. For reporting purposes, one day of sick leave equals seven (7) hours, regardless of moonlight contract or hourly assignments.

3. Sick leave taken during summer quarter is prorated using a formula: workload contact hours per week x number of weeks / 11 weeks conversion for summer x assigned workload.

4. Unpaid substitute arrangements up to a maximum of one day between AEes negates the need for sick leave use (completing online form), provided all professional responsibilities have been covered and the arrangement is communicated to the AAd. A paid substitute arrangement, including where obtained from industry, will be made after one day unless the class is canceled. It is the responsibility of Spokane Colleges to budget for paid substitute AEes.

D. Unpaid Sick Leave: Sick leave days taken beyond the accrued number of days shall be without pay. Leave without pay shall be deducted from the annual salary at the per diem rate times the number of days without pay. The per diem rate is the annual contract amount divided by the annual contract days.

A maximum of twenty-eight (28) hours of accrued sick leave may be retained in the AEe's sick leave account to be used at the rate of seven (7) hours per month up to a maximum of four (4) consecutive months in order to remain on paid status during those four (4) months which will provide AEe's paid medical benefits. This benefit is available once per twelve-month year starting with the first contract day of fall quarter.

When the AEe lacks sufficient accrued sick leave to remain on paid status for the first twelve (12) weeks after the start of sick leave use, the AEe's medical benefits premium will be paid by Spokane Colleges for the

portion of this period that would otherwise be unpaid. This benefit is available once per twelve-month year starting with the first contract day of fall quarter.

When an annually contracted AEe has exhausted their leave account, leave without pay shall be granted up to one hundred eighty (180) calendar days for recovery from illness, injury, or disability. Whenever possible, the AEe shall attempt to return at the beginning of a quarter. Additional leave without pay may be requested under Section 8 (Leaves of Absence Without Pay).

E. Compensation for Sick Leave: AEes shall be eligible to receive monetary compensation for accrued sick leave as follows:

1. In January of each year, and at no other time, an AEe whose calendar year-end sick leave balance exceeds four hundred twenty (420) hours may choose to convert sick leave days earned in the previous calendar year minus those used during the year to monetary compensation.

a. No sick leave days may be converted which would reduce the calendar year-end balance below four hundred twenty (420) hours.

b. Monetary compensation for converted hours shall be paid at the rate of 25 percent and shall be based upon the AEe's current base salary.

c. All converted hours will be deducted from the AEe's sick leave balance.

2. AEes who leave employment with Spokane Colleges due to retirement or death shall be compensated for their unused sick leave accumulation at the rate of 25 percent. Compensation shall be based upon the AEe's base salary at the time of retirement or death.

3. An AEe who leaves employment with Spokane Colleges for any reason other than retirement or death shall not be paid for accrued sick leave (see also Article 15, Section 1). Retirement is defined for the purpose of this section by the age and years of service requirements of the Washington State Teachers' Retirement System or the Public Employees' Retirement System for members of those plans, or, for individuals under TIAA:

a. twenty (20) years of service, or

b. fifty-five (55) years of age and ten (10) years of service, or

c. sixty (60) years of age and five (5) years of service.

F. Shared leave program: AEes may also participate in the shared leave program pursuant to the conditions of state law and Spokane Colleges policy.

G. Return to work: Spokane Colleges reserves the right to require the AEe to provide medical evidence that they are qualified to fulfill the essential requirements of their regular position with or without a reasonable accommodation.

Section 2 - Bereavement Leave

Consistent with Administrative Procedure 2.40.01-B, General Leave Administration, annually contracted AEes and adjunct AEes who have achieved longevity status or higher (Article 24, Section 7) shall be entitled up to thirty-five (35) consecutive contractual hours (equivalent of five (5) days) of paid bereavement leave for the death of a family member or household member. If an AEe's definition of family differs from Section 1, Paragraph B, Item 6, sick leave may be used. See also Section 1, Paragraph B, Item 5 above.

Section 3 – Paid Family Medical Leave (PFML)

A. AEes are covered employees under Washington State Family and Medical Leave (RCW 50A). To be eligible for this leave, AEes must meet the state eligibility requirements.

B. Spokane Colleges will notify all new AEes about the premium and benefits available under PFML. After receiving notice of a qualifying event, Spokane Colleges will inform the AEe of their rights under PFML and the benefit application process as established by the Employment Security Department (ESD). Spokane Colleges will provide appropriate ongoing support to AEes with qualifying events, facilitating compliance with Spokane Colleges and ESD policies related to PFML.

C. The AEe may use sick leave or personal leave as a supplemental benefit consecutively or concurrently with PFML, at the AEe's election. Spokane Colleges, as the employer, may require verification that the AEe has been approved to receive benefits for paid family and/or medical leave under RCW 50A before approving leave as a supplemental benefit. An AEe cannot be compelled to use or exhaust sick leave prior to accessing PFML. Once the AEe selects use of leave and supplemental leave is applied, there can be no retroactive adjustments or reclassification of the AEe's leave, except in cases where leave was applied incorrectly.

D. AEes using leave as a supplemental benefit, may take up to the number of weekly contracted work hours. For example, a full-time AEe scheduled for 35 hours per week may report up to 35 hours of leave as a supplemental benefit. The leave must be reported by the AEe for each pay period leave is requested. The Payroll/Benefits Office will work with the AEe to verify when leave needs to be reported.

E. Spokane Colleges shall maintain health insurance during periods of approved PFML in accordance with Article 7, Section 1, Paragraph D.

F. The supplemental leave benefit period shall exclude non-contracted days.

Section 4 - Personal Leave

A. Twenty-one (21) hours of personal leave may be taken with pay per year, provided student assignments are given and there is no additional cost to Spokane Colleges. Personal leave can be taken in hourly increments. When less than a full day of personal leave is taken, it shall be deducted on an hourly basis. When reporting

personal leave of less than seven (7) hours, the AEe is expected to indicate on their leave request how professional responsibilities were met.

B. AEes are to obtain approval from their AAd prior to taking personal leave, except in cases of emergency. Detailed reasons for personal leave need not be disclosed.

C. If approved by the AAd in advance, unpaid substitute arrangements negate the need to use personal leave.

D. Full-time AEes assigned to Corrections who are working a 220-day contract may take twenty-eight (28) hours of personal leave per year. (See Article 25, Section 16).

Section 5 - Military Training Leave

AEes shall be entitled to leave with pay not to exceed fifteen (15) working days in any one (1) calendar year for active duty/active training duty in the National Guard, Army, Air Force, Marines, Coast Guard, Navy, Naval Reserve Forces, etc. of the United States for annual field training or otherwise discharging reserve obligations. Such leave shall be requested in advance and approved upon receipt of a copy of the appropriate military orders.

Section 6 - Civil Duty Leave

Consistent with Administrative Procedure 2.40.01-B, General Leave Administration, AEes shall receive time off with pay for required appearances in court or hearings resulting from a call to jury duty or subpoena to appear to testify where the AEe is not personally involved in the action as the plaintiff, the defendant, or the object of the investigation. Where the AEe is personally involved, leave without pay may be granted under Section 8 (Leaves of Absence Without Pay). Verification of service (i.e. copy of summons, service payment, court clerk written verification) shall be submitted to the Business Office's Payroll Unit. AEes are allowed to keep any compensation they receive for serving as a member of a jury in addition to their regular pay.

Section 7 - Academic Employee Development Leave

A. Leave with pay may be allowed at the discretion of the College President, or their designee, to enable AEes to make visitations to observe methods, approaches, and techniques for the purposes of coordinating programs and improving instruction and/or service to students. Spokane Colleges may pay the expenses incurred by such visitations to the extent authorized by law and other applicable regulations.

B. At the discretion of the College President, or their designee, AEes may attend state, regional, and national meetings or conferences of their academic disciplines or occupational specialties. Spokane Colleges may pay the expenses incurred by such visitations to the full extent authorized by state laws and local regulations as now existing or hereafter amended.

C. Technology Enhancement: An AEe may apply for a technology enhancement leave, or for an extended contract, for the purpose of enhancing technological competency. The leave or extended contract request should meet the majority of the following guidelines:

1. Technology is an essential part of the discipline or program.

2. There has been a substantial change in the software and/or hardware used as part of that discipline or program.

3. The leave, or proposed extra days, will support both the instructional mission of the college and the individual's goal for life-long learning.

4. The request is essential to maintaining quality of instruction (the AEe should possess this new standard, certification, knowledge or understanding).

5. There has been a newly established industry standard or certification that is relevant to the program.

To apply, the AEe must make a formal written request to the AAd at the instructional unit. A committee comprised of an appointed AAd, one AEe from each division, and an AHE representative will review and consider the request. The committee's recommendation will be forwarded to the appropriate Vice President for final evaluation after appropriate funding sources have been identified. Every reasonable attempt will be made to grant recommended requests.

Section 8 - Leaves of Absence Without Pay

A. Leaves of up to one (1) year without pay will be granted AEes by the College President for such purposes as study, travel, teaching in another district, working in a professionally related field, AHE or AHE-related business, maintenance of physical or mental health, recuperation, or childrearing provided:

1. A qualified replacement is available for the time period to be covered by the leave,

2. Such leave will not unduly disrupt the functioning of the department, and

3. The request for leave is submitted at least one (1) quarter in advance.

B. A leave of absence without pay for one (1) year entitles an AEe to any applicable salary increment, provided the AEe still meets the criteria for step movement outlined in Article 19. Upon return from leave, the AEe shall be placed in the position last held or in a similar position in Spokane Colleges.

C. Early return from leave of absence may be permitted as long as the return does not unduly disrupt the functioning of classes and the department and with the approval of the College President.

D. Upon request by the AEe, a leave of absence may be renewed for a period up to one (1) additional year, provided the provisions in Paragraph A above are met.

E. If the request for a leave of absence is denied by the College President, the affected AEe may request a review for reconsideration by the Chancellor within twenty (20) calendar days after the denial.

F. An AEe on leave without pay who fails to return a signed contract within twenty-one (21) calendar days of receipt is considered to have resigned.

Section 9 - Professional Leave

A. There shall be a program of professional leave which includes:

1. Sabbatical Leave: Tenured AEes having completed at least six (6) or more years of full-time employment as an AEe with Spokane Colleges may be granted up to three quarters of sabbatical leave during any four (4) year period. Additionally, full-time annualized AEes having completed at least six (6) or more years of full-time employment as an AEe with Spokane Colleges may be granted one quarter of sabbatical leave during any four (4) year period. Sabbatical leaves are granted to individual AEes for the purposes of promoting opportunities for study, return to industry, and creative activities for the enhancement of the institution's instructional programs.

2. Retraining Leave: Tenured AEes who, because of program change, reduction, or termination, cannot be effectively assigned may request funds for retraining leave for up to one (1) year. If approved, such requests shall have priority over other leaves and shall be granted before sabbatical leaves. AHE shall be involved in all negotiations concerning the terms and conditions of this type of leave.

B. Compensation for professional leave shall be approved by the College President consistent with the following guidelines:

1. The total salary and benefits paid to leave participants plus the amount of salary and benefits paid to replacements of such participants shall not exceed 150 percent of the total amount of money which would have been spent if the participants had not been on leave.

2. The number of AEes to be on leave in any year shall not exceed 4 percent and/or statutory limits of the annually contracted AEes for that year.

3. Compensation for professional leave for AEes shall be:

i. 100 percent of the AEe's quarterly salary for a single quarter of leave, or

ii. 90 percent of the AEe's quarterly salary for professional leave taken for two quarters during any one academic year, or

iii. 80 percent of the AEe's quarterly salary for professional leave taken for three quarters during any one academic year.

C. Requests for Professional Leave: Professional Leave Committees (as appointed through Article 8, Section 16) will be used to accept, review, and make recommendations to the College Presidents regarding professional leave requests.

The Professional Leave Committee shall meet during fall quarter to review/revise the leave application and proposed timeline for the application process, after which the chair of the committee shall send the application and timeline to the AEes. The committee is encouraged to hold informational sessions to aid

AEes with the application process. Applicants are encouraged to seek guidance from the committee, as well as their department chair and AAd. Once applications are collected, the committee shall review them and then forward to the College President a summary of each proposal as well as their recommendations.

1. Recommendations from the committee must be submitted on or before February 15 to the College President and the appropriate Vice President.

2. The final decision of awarding professional leave will be made by the College President. Notification to applicants and AAds will be made by March 15. The applicant's department chair may provide information into the evaluation process but shall not have the responsibility for recommending or denying the request.

3. Upon approval of such leaves, contractual agreements will be executed between Spokane Colleges and the AEe specifying the length and all conditions of the leave. Failure to meet conditions so specified shall result in all or partial reimbursement of the leave's compensation to Spokane Colleges. The College President will issue a collegewide announcement of all who have been approved for professional leave no later than April 30.

4. At any time after February 15, but before May 15 of any academic year, a Professional Leave Committee may determine, in consultation with the College President, that there are insufficient acceptable leave applications for the number of leave quarters available or possibly available for the next year. The Professional Leave Committee shall create a new application calendar, with all necessary steps, but with abbreviated timelines as necessary and shall distribute this calendar to all annually contracted AEes and AAds. Distribution of this calendar shall constitute a call for additional leave.

D. Up to three (3) quarters of professional leave may be granted to eligible AEes every four (4) years. Leaves are normally granted for consecutive quarters. However, professional leave may be approved for and taken at the rate of one quarter per year for up to three consecutive years. Such scheduling requests should be reflected on the AEe's original application for leave. If approved, the committee should take measures to establish funding priority for the remaining quarters during the next leave approval cycles.

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

F. Recipients of professional leave must agree in writing to return to Spokane Colleges employment upon completion of the leave for a period equal to the length of the leave granted. If the recipient (barring factors beyond their control) does not return to Spokane Colleges employment at the agreed upon time, the recipient will refund all pay received during the leave period. This provision does not apply to annualized AEes who are non-renewed.

G. The recipient of professional leave may request additional leave without pay beyond the professional leave period. Approval for any additional leave period must be obtained at least one (1) quarter prior to scheduled return from the appropriate College President. The College President will stipulate the terms upon which additional leave may be granted.

H. Upon their return, recipients of professional leave will share their experiences with the college in a way that is appropriate for their content area, as specified in their professional leave request. Within one year of their return, recipients will submit a brief written summary of leave activities to the College President.

I. A suitable assignment will be provided to AEes returning from retraining leave, within enrollment and fiscal limitations. In the event a suitable assignment cannot be made, the AEe will not be expected to repay salary paid to them during the leave.

J. An AEe on professional leave earns full credit toward available medical and retirement benefits. The AEe on professional leave also earns full credit towards annual increments, provided they still meet the criteria for step movement outlined in Article 19.

K. An AEe who decides to cancel an approved leave must immediately alert their AAd, who in turn shall immediately alert the Human Resources Office, the department chair, and the College President. This notice shall, except for situations of personal emergency beyond the AEe's control, be made not later than the start of the quarter immediately preceding the leave start date.

Section 10 - Return from Leaves

Except as otherwise provided in this contract, a contracted AEe returning from leave covered by this article will be allowed to return to the same or a comparable contracted position. It is understood the position must be one for which the AEe is qualified. An AEe on leave is considered an active AEe.

Article 8 - AHE Recognition and Rights

It is generally agreed that the AEe's central responsibility within Spokane Colleges is for the quality of educational programs. To accomplish this responsibility, it is imperative that AEes participate in academic planning, curriculum and program development and review, and institutional governance. AHE and Spokane Colleges agree to promote and support this central responsibility.

In the spirit of shared governance, Spokane Colleges recognizes the valuable role and contribution of AHE as well as the benefits of actively collaborating with AHE. The AHE leadership structure includes the AHE President; AHE Vice Presidents for SCC, SCC-Extension, and SFCC; the AHE representatives to the Board of Trustees; the Treasurer; Secretary; Adjunct Representative; as well as the AHE Senate and Senators-At-Large for SCC, SCC-Extension, and SFCC. In particular, the AHE President's role, with assistance from the AHE Vice Presidents, is designed to both lead and serve the AEes within our district, and the AHE President is also the primary spokesperson for AHE. As such, proactive consultation with the AHE President and AHE Vice Presidents is vital to effective management/AEe relationships and agreements within our district.

CCS AHE has defined its purpose as follows:

1. to promote high professional standards,
2. to work for the welfare of Spokane Colleges,
3. to participate actively in the formulation of district and college policies and procedures,

4. to promote and protect professional influence in the governance and operation of the colleges,
5. to collectively bargain with Spokane Colleges,
6. to serve as an advocate on behalf of members of the bargaining unit,
7. to promote and protect employee, professional, and managerial rights and responsibilities of AEes,
8. to seek the fulfillment of democratic principles and due process,
9. to protect majority and minority rights of members,
10. to carry out other aims and objectives.

Section 1 - Public Information

Spokane Colleges agrees to furnish AHE access to all public information in accordance with the Public Records Act. Non-confidential material relating to the Board of Trustees' agenda will be furnished to AHE prior to Board meetings. Spokane Colleges will furnish AHE the names and addresses of all bargaining unit AEes prior to October 30 of each year.

Section 2 - Distribution of Contract

Within thirty (30) days following ratification and signing of this contract, Spokane Colleges shall print and distribute a copy of this contract to all annually contracted AEes. The style and format of the contract shall be mutually determined by Spokane Colleges and AHE prior to printing. Thirty (30) additional copies shall be provided to AHE. All AEes new to Spokane Colleges shall be provided a copy of the contract by Spokane Colleges upon issuance of their individual employment contracts, and the contract shall be available to all applicants for AEe positions. An original copy shall be prepared by Spokane Colleges. All other costs for publication of the contract shall be shared equally by AHE and Spokane Colleges.

Section 3 - Policies and Procedures

A. The approved meeting minutes of the Board of Trustees and Spokane Colleges Cabinet shall be sent to AHE. All Spokane Colleges policies, procedures, and regulations not covered in this contract shall be sent to AHE after adoption.

B. All proposed Spokane Colleges WACs shall be distributed to AHE when the notice to adopt is distributed.

Section 4 - Official AHE Representative at Board of Trustees' Meeting

AHE may have three (3) representatives with released time in addition to the AHE President who attend all public meetings of the Board of Trustees.

Section 5 - AHE Business

Duly authorized representatives of AHE shall be permitted to transact official AHE business on Spokane Colleges property, provided it does not disrupt the orderly conduct of educational processes.

Section 6 - Use of Buildings

AHE and its representatives shall have the right to use Spokane Colleges buildings for meetings. No charge shall be made for AHE's use of Spokane Colleges rooms. AHE agrees that such use of premises shall not take priority over normal uses nor interfere with the operation of Spokane Colleges.

Section 7 - Use of Equipment and Administrative Support

Spokane Colleges owned or rented office equipment may be used by AHE for its own purposes in accordance with the equipment rental schedule of Spokane Colleges to the extent permitted by law. AHE shall have the right to use other equipment at reasonable times for a nominal charge when such equipment is not in use.

AHE shall pay for the actual costs of photocopies, long distance telephone calls, mailing costs, supplies, and materials used. AHE shall reimburse Spokane Colleges for the actual cost of designated administrative support used for AHE purposes during working hours. AHE and the designated administrative support personnel shall jointly record the amount of time spent, and reimbursement shall be made monthly. AHE agrees that such use of the above shall not take priority over normal uses nor interfere with the operation of Spokane Colleges.

Section 8 - Posting of Notices

AHE and its affiliates shall have the right to post notices of its activities and matters of AHE concern on Spokane Colleges bulletin boards. AHE may use AEe mailboxes and Spokane Colleges email for communications, including mass distribution within statutory purposes.

Section 9 - Joint Executive Meetings

Members of the AHE Executive Committee and the Spokane Colleges District Executive Committee shall meet monthly or as reasonably necessary as mutually determined for the purpose of reviewing implementation of this contract and other areas of mutual concern. It is further agreed that nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce its rights or prerogatives as outlined elsewhere in this contract.

Section 10 - AHE Leave

AEes may be granted, by the College President, short-term leaves to attend state and national meetings of the recognized bargaining unit organization or its affiliates if they serve as officers, members of committees or commissions, speakers, or panelists or if they are representatives of their local unit at such meetings at no cost to Spokane Colleges provided their classes are adequately covered. Arrangements shall be made with the College President at least five (5) days prior to the meetings or as soon as possible if the AEe has had less than one (1) weeks' notice of the meeting. The request will be submitted through normal administrative channels.

Section 11 - Telephone and Computer

Spokane Colleges agrees to provide the AHE President with a telephone and computer in their office if the office is not already equipped.

Section 12 - Bargaining Unit List

By November 15, Spokane Colleges will furnish AHE with the names, salary schedule placement, and RIF lists for each AEe employed by Spokane Colleges. Spokane Colleges will also indicate which AEes moved on step, and if an AEe did not move on step, the reason why. Spokane Colleges shall also provide a list of which adjunct AEes have obtained longevity, associate, or associate plus status for that year. In addition, Spokane Colleges shall send to AHE, by November 15, a report of AHE membership status.

Section 13 - AHE Released Time

A. To facilitate the problem-solving process, Spokane Colleges agrees to provide 50 percent released time for the AHE President. The AHE Vice President from each of the three units (SCC, SFCC, and SCC-Extensions) shall have one-third released time (i.e. 33.33 percent). This released time shall be funded one-third (1/3) by AHE and two-thirds (2/3) by the colleges. AHE shall have the right to reimburse Spokane Colleges for additional released time for the AHE President and AHE Vice Presidents. The additional time, reimbursement amount, and scheduling of the released time shall be set annually by mutual agreement of the AHE President and the Chancellor.

The cost of the AHE President's 50 percent release time provided by Spokane Colleges will be equally split among the two colleges.

The AHE President shall initiate requests for release. It is the intent of the parties that reimbursement issued by AHE for additional release time will be returned to the impacted college's salary/benefits budget. The parties encourage those funds be returned to the impacted department.

B. When the AHE President or Vice President position is assumed by an AEe in a smaller department, attention is given to non-instructional workload impacts. Two options are suggested:

1. Consider use of stipends per Article 18, Section 11 for the impacted AEe.

2. Where feasible and mutually acceptable, group smaller departments into a "large" department for the purpose only of reassigning non-instructional responsibilities (i.e. committee assignments, consulting).

C. Up to fifteen (15) additional contract days of released time for annually contracted AEes shall be available to AHE for its use. Requests for this released time will be submitted through normal administrative channels.

D. During the quarter(s) when the entire contract is open for negotiation, Spokane Colleges shall provide one-third (1/3) released time for a maximum of five (5), unless otherwise mutually agreed, negotiators. Negotiators on released time shall be assigned to minimize disruption of the educational process. For adjunct negotiators, an assignment equivalent to one-third (1/3) of an adjunct load will be provided.

Section 14 - New Hire Information Sharing

Within five business days of employment, Spokane Colleges shall provide AHE with a list of the names of newly hired or reassigned full-time AEes and their contract information including the name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers, and email address of each new hire. For the purpose of this section, the date of hire shall be considered to be the day on which the new AEe returns their signed contract. Spokane Colleges will also include the names of any bargaining unit members who are on a leave of absence (excluding medical leave), the anticipated duration of such a leave, and any changes in contact information during the time of leave.

Spokane Colleges and AHE hold a joint new AEe orientation at the beginning of each academic year and mid-year if needed. AHE shall be provided with one (1) hour at the orientation to present information regarding AHE membership. If orientation is not done during the academic year, the attendees shall receive their per diem rate of pay.

Section 15 - AHE Office

Subject to space available, Spokane Colleges will provide space for an AHE office on each of the two college campuses. AHE will reimburse Spokane Colleges at Spokane Colleges' minimum rental rate.

Section 16 - District and College Committees

A. In the spirit of collaboration and shared governance, committee membership is typically solicited through AHE. Appointment to elected committees shall be made as defined elsewhere in this contract.

B. Appointments to collegewide or district committees (ongoing responsibility to advise on a specific topic, function, or set of functions) or ad hoc task forces (a specific objective and timeframe for accomplishment of that objective), shall be made by the Chancellor and the College President, as appropriate. AEes from each of the instructional units will be represented where appropriate and names will be submitted in accordance with Items 1, 2, and 3 below.

1. The AAd will appoint AEes from three recommendations for each position provided by AHE.

2. When three recommendations are not possible, upon mutual agreement fewer recommendations may be submitted.

3. AHE recommendations must be provided within ten (10) working days, or the AAd will make the appointment.

C. For collegewide committees that have an AEe representative from each instructional and/or student service AEe department/division, the AEe representative from each respective department/division shall be appointed by that department/division's AEes and utilizing the college-determined process for doing so. Rotation of committee membership and processes that make membership opportunities available to all eligible AEes are encouraged. AHE shall be notified of the vacancy but will not otherwise be required to seek nominations.

D. At a spring Joint Executive Committee meeting, all department/division represented committees for SCC, SCC-Extensions, SFCC, and the district that need AEe representation will be communicated and mutually determined as applicable. If any new committees or replacements occur during the following academic year, they will follow this same process.

E. This section does not apply to department committees, advisory boards for professional technical programs, or committees within divisions.

Section 17 - Appointments to Administrative Screening Committees

A. When AEes are to be appointed to administrative or professional exempt screening committees, AHE will provide recommendations for each position to the AAd within ten (10) working days of a request. Appointment(s) shall be made from such list, provided additional recommendations may be requested by Spokane Colleges at its discretion. Every effort will be made to ensure AEe representation from affected departments for any instructional or student service administrative position. The minimum numbers established below for AEe participation are not to imply or infer that increased AEe participation cannot be utilized.

B. Screening committee representation for:

1. AAds with districtwide responsibilities, including the Chancellor and district officer positions, committees shall have no less than three (3) AEes representative of each instructional unit or, if the committee has more than ten (10) members, representation that is reflective of the district. Membership shall be comprised of tenured AEes selected by the appointing authority from among three (3) volunteers for each committee position as solicited by the AHE President.

2. AAds with collegewide responsibilities, including College Presidents and Vice President positions, committees shall have no less than three (3) AEes or, if the committee has more than ten (10) members, representation that is reflective of the college. Membership shall be comprised of tenured AEes selected by the appointing authority from among three (3) volunteers for each committee position as solicited by the appropriate AHE Vice President.

3. Administrative positions that have direct supervisory responsibilities for AEes, the committee shall include no less than four (4) AEes or, if the committee has more than ten (10) members, representation that is reflective of the areas of administrative responsibility. Membership shall be comprised of tenured AEes selected by the appointing authority from among three (3) volunteers for each committee position as solicited by the appropriate AHE Vice President.

C. Spokane Colleges shall determine when AEes are needed on screening committees for professional exempt positions. When AEes are to be appointed to such a committee, AHE will provide up to three (3) recommendations for each position to the AAd.

D. In the event AEes are not recommended within the ten (10) working day period, with the exception of academic calendar breaks, or if an AEe fails to serve or attend committee meetings because of the time of year or for any other reason, the screening committee will proceed and the results will be valid.

E. Except as specifically stated in this section, the activities and processes described in and resulting from this section are non-grievable and do not establish a past practice.

Section 18 - Definition of "Working Day" and Requests Occurring During Break Periods

Except where specifically modified elsewhere in this contract, "working day" shall mean a contracted day of the academic calendar. The parties mutually agree that every reasonable effort will be made to avoid requests in

the first or last five (5) working days of a quarter. The parties acknowledge, however, that an unavoidable need for a committee and nomination requests could occur during calendar breaks. To accommodate this need, requests and related communication during breaks will occur directly between the appointing authority, or their designee, and the respective AHE Vice President or the AHE President. Each shall exchange the required contact information prior to calendar breaks.

Section 19 – Budget Development Committees

Spokane Colleges and AHE have a mutual interest in maintaining and improving AEes' understanding of the Spokane Colleges budget development process. A district budget development committee comprised of at least three (3) AEes of AHE's choosing and a liaison of the Budget/Finance Office will be formed to meet on a regular basis during budget development. To help ensure continuity of information and planning, AHE will select one representative for each college budget committee. The representatives from each of the college's budget committees will also serve on the district budget development committee. Its purpose shall be to learn about the Spokane Colleges budget development process and issues related to the fiscal year's budget. The members of the committee shall work with their constituency in answering related questions and disseminating information.

Article 9 – Tenure

Section 1 - Statutory Requirements

A system of tenure shall be maintained in accordance with all applicable statutory requirements as now existing or hereafter modified. Spokane Colleges has the authority to identify which academic positions shall be tenure-track or non-tenure-track, following RCW 28B.50.851 and WAC 131-16-400 which state in summary that academic positions funded at least by 51 percent for salary and benefits from special funds as defined by the aforementioned legal references shall be exempted from the tenure process.

Section 2 - Tenure Committee

In administering the provision of Section 1 above, the following conditions shall apply:

A. The College Presidents will establish appropriate tenure review committees to which the probationary AEe will be assigned. Each tenure review committee shall be comprised of five (5) persons, as follows:

1. Three (3) tenured AEe representatives from the probationer's department or a related discipline. It is encouraged, however, that one (1) of the three (3) members be from another discipline that may or may not be related. Appointments will be established pursuant to this section; provided, however, each AEe so appointed shall have at least three (3) years' community college teaching experience at the time of their appointment.

Nominations of AEe appointees shall be made by the probationary AEe's department members through the department chair and be filed at least ten (10) days prior to an AEe election. Said appointees shall be chosen by majority vote of the tenured AEes acting as a body during an election held within four

weeks after the start date of the probationer's appointment. To the extent possible, the election shall be anonymous and confidential.

2. One (1) AAd appointee designated by the appointing authority within four weeks after the start date of the probationer's appointment.

3. One full-time student chosen by the associated student bodies of SFCC or SCC, respectively, in such a manner as the associated student bodies shall determine. The chosen student cannot be or have been enrolled in a course taught by the probationer. Such appointment shall be made within four weeks after the start date of the probationer's appointment, and student members shall only sit on review committees of their particular college. It shall be the responsibility of the respective student body officers to see that appointed students carry out their commitment to the committee. It is the tenure committee chair's responsibility to meet with the student representative and review the committee member's role, responsibility, and expectation of confidentiality. The legitimacy of the committee's business shall in no way be jeopardized because of student committee member's lack of participation.

B. The five (5) committee members shall have an equal responsibility to participate in the proceedings of the committee.

C. The committee members will serve for the duration of the probationary period. If an AEe replacement is necessary, a department nomination and AEe vote will occur within four weeks after the start date of the first quarter of the vacancy. If an AAd replacement is necessary, the appointing authority will appoint a replacement prior to the start of the first quarter of the vacancy. The probationer will be advised and given opportunity to provide input to the selecting authority.

D. The student shall serve for one (1) academic year and may be reappointed.

E. A Tenure Committee Handbook, jointly drafted and approved by AHE and Spokane Colleges, may contain supplemental explanatory information to clarify process and procedure for the committee members or the probationer. However, nothing in the handbook is to supersede or be construed to modify the terms of this contract. AHE and the Human Resources Office (HRO) shall hold a joint training, in conjunction with the appropriate Vice President of each college, for tenure-track faculty and tenure committee members regarding the tenure process.

Section 3 - Tenure Committee Chair

A. The AAd's office shall schedule an initial meeting no later than the fifth week after the start date of the probationer's appointment so the committee can elect a chair from the non-student members of the committee. Whenever possible, it is preferred the chair is one of the three AEe members. During their first meeting, the committee shall also discuss their preferred definition of consensus.

B. The chair will call meetings in a timely manner and work with the committee to set an agenda and a schedule for each quarter's process. The chair may coordinate with the AAd to obtain support for tasks such as, but

not limited to, document dissemination, student evaluation packets, meeting scheduling, signature coordination, etc.

C. After the first quarter, the chair will meet with the probationer to discuss each quarter's agenda and schedule by the fourth week of each successive quarter.

D. The chair is responsible for summarizing the committee's recommendations and submitting the committee's documents to the appropriate Vice President at the end of each quarter with a copy to the probationer. The tenure committee can submit only a consensus cover letter, narrative report and evaluation form, and the summarized student evaluation/comment report. A copy of the above shall be provided to the probationary AEe and committee members prior to submission.

Section 4 - Tenure Committee Process

A. The tenure review committee shall conduct an evaluation of the probationary AEe and produce the required evaluation documents once each quarter during the probationary period. Documents will be submitted to the appropriate Vice President quarterly and a copy will be given to the probationary AEe.

B. The evaluation shall place primary importance on the probationer's effectiveness in their appointment and shall be conducted at least once quarterly. If, in the course of its evaluation report, the tenure review committee states that the probationer is performing unsatisfactorily in whole or in part, the committee will give the probationer written suggestions that will be designed to improve such deficiencies over a designated period of time. AHE and Spokane Colleges recognize the importance of providing the opportunity for probationary AEes on a plan of improvement to demonstrate growth, improve, and meet the plan's goals. As such, a reasonable effort will be made to allow a probationer to remediate an "R" on an improvement plan, and Spokane Colleges should avoid interruptions to the AEe's normal work assignment without just cause.

C. Each tenure committee member will have the responsibility to visit the probationer's classroom a minimum of one (1) time per quarter to gain better knowledge of the AEe's teaching abilities. The probationer will be contacted in advance of such observations in order to establish a schedule. For online classroom observations, refer to Article 5, Section 3, Paragraph F.

D. Each tenure review committee shall evaluate the probationer using the Probationary AEe Performance Evaluation Report (see Appendix C- 1A, B, and C).

E. Student Evaluation (see Appendix B-1): The introductory statement to be used by an assigned representative responsible to present the questionnaires to the probationer's class(es) is contained in Appendix B-2. The approved standard instrument which contains questions and spaces for comments shall be used to obtain student input (Appendix B-3A, B, and C).

F. Any documents contained in the probationer's official tenure file will be provided to the probationary AEe and the committee.

G. If the probationer disagrees with the tenure review committee's recommendation, they and/or their representative shall be given an opportunity to challenge the committee's recommendations before the College President within fifteen (15) calendar days of receipt per Section 3, Paragraph D above.

H. Consistent with Paragraph F above, any documents submitted by college administration to the probationary AEe's official tenure review file will be shared with the probationer and their committee. If those documents contain a recommendation that conflict with the recommendation of the committee, the AAd(s) authoring the document will provide the committee an opportunity to meet and discuss the recommendation before submittal.

I. The probationary period will not exceed nine (9) consecutive college quarters (except per Paragraph J below), excluding summer quarter and approved leaves of absence. The normal cycle is seven consecutive quarters of evaluation followed by an eighth quarter of Board of Trustee review/action, and a ninth quarter for implementation of that action.

J. Upon formal recommendation of the review committee and with the written consent of the probationary AEe, the appointing authority may extend its probationary period for one (1), two (2), or three (3) quarters, excluding summer quarter, beyond the maximum probationary period established here. No such extension shall be made, however, unless the review committee's recommendation is based on its belief that the probationary AEe needs additional time to complete satisfactorily a professional improvement plan already in progress and the committee's further belief that the probationary AEe will complete the plan satisfactorily. At the conclusion of any such extension, the appointing authority may award tenure unless the probationary AEe has, in the judgment of the committee, failed to complete the professional improvement plan satisfactorily.

K. Notification of non-renewal of a probationary AEe appointment shall be given no later than one (1) complete quarter, except summer quarter, before the expiration of the probationary AEe appointment.

Section 5 - Granting Tenure

AHE agrees that the ultimate authority to grant or deny tenure is vested with the Spokane Colleges Board of Trustees. It is further agreed that any and all decisions relating to the awarding or withholding of tenure, as well as the non-renewal or renewal of individual contracts of probationary AEes, shall not be subject to the grievance procedure of this contract.

Article 10 - AEe Evaluation

Section 1 - Intent

The evaluation procedure is intended to provide a formal arena for dialogue between AEes and their AAds within which both can work toward greater understanding of academic disciplines, classroom/worksite challenges, professional objectives and styles, and preparation/delivery methods. It provides AAds the opportunity to discuss and observe the performance of the AEe in their worksite and to assess whether the AEe supports the college's core themes and meets other contractual and professional obligations. It provides AEes the opportunity to share the classroom/worksite experience with the AAd and to understand the AAd's perceptions of their

performance. The AEe evaluations should serve as a process for reaffirming the professional standing of the AEe. They are NOT intended to be a tool for termination. If concerns do emerge from the process of the AEe evaluation, AAds should discuss these concerns with the AEe and investigate further, in accord with the provisions of the Master Contract. Spokane Colleges and AHE recognize that the ability of students to progress and mature academically is a combined result of school, home, economic, and social environments and that the AEe alone cannot be held accountable for aspects of the academic achievement of the student in the classroom.

Section 2 - Student Evaluation of Academic Employees

A. The AAd is responsible for working in good faith with the AEe to schedule and conduct student evaluations once during each academic year, on a class of the AEe's choosing. Procedures for conducting student evaluations are in Appendix B-1. Student evaluations of counselors and librarians shall be conducted in a manner appropriate to the worksite situation. The intent is for a given AEe's five-year evaluation to include five annual student evaluations, unless one or more has been invalidated, or the AAd and the AEe mutually agree to include more.

B. Completed student evaluation forms shall be returned directly to the AAd and not through the AEe or department chair. As quickly as possible, but no later than the end of the quarter following evaluation, the AAd shall provide the AEe with summarized numeric ratings and transcribed student comments. This summary may include administrative input as appropriate.

C. The AEe has until the end of the quarter following receipt of the transcribed evaluation summary to request a meeting to discuss the evaluation. At this point, if the AEe has not requested a meeting, the forms containing handwritten comments and other raw data as submitted by students should be appropriately destroyed. If the AEe has requested a meeting, the raw data should be retained for possible review until the meeting has occurred.

D. Should the AAd fail or be unable to provide an opportunity to meet and discuss, that year's student evaluation will be invalidated, and the raw data as submitted by students will be appropriately destroyed.

E. Summarized and transcribed annual student evaluations retained in the divisional personnel file are considered informal documents.

F. For evaluation of adjunct AEes, see Article 24, Section 9.

G. By the tenth instructional day of each quarter, the AAd will notify AEes of the deadlines for online student evaluations for that quarter.

Section 3 - Evaluation of Adjunct Academic Employees

See Article 24, Section 9.

Section 4 - Evaluation of Annualized Academic Employees

A. In the first year as a non-tenure-track, annually contracted AEe, the following evaluation process will be used:

1. At least one student evaluation per quarter in a class of the AEe's choosing.

2. An AAd observation in at least two of the three quarters. (Syllabi for courses taught during the quarter of the AAd's observation will be provided). For online classroom observations, refer to Article 5, Section 3, Paragraph F.

3. A peer observation (peer to be determined by the department), in one of the three quarters.

4. An evaluation meeting between the AAd and AEe on or before May 31.

B. In any subsequent year in which the annualized AEe is renewed, a student evaluation in at least one class of the annualized AEe's choosing will be completed that academic year.

C. Consistent with RCW 28B.50.851(2b), every five (5) years from initial hire, or sooner at the discretion of the AAd, an evaluation of a specially funded annualized AEe will occur and include:

1. A student evaluation in at least one class of the annualized AEe's choosing. Student evaluations conducted during the fifth year and the previous four years are considered together during this process.

2. An AAd observation.

3. A syllabus for courses taught during the quarter of the AAd's observation will be provided.

4. A peer observation.

5. A self-evaluation.

6. A Professional Activities Report (PAR) prepared by the annualized AEe.

7. A formal evaluation conducted by the AAd using the form contained in Appendix C-2.

8. Upon completion of a formal evaluation, an evaluation meeting will occur on or before May 31 to discuss performance. Attendees will include the AAd and the annualized AEe.

Section 5 - Evaluation of Tenured Academic Employees

Requirements: Periodic evaluation of tenured AEes is required by the Legislature of the State of Washington (RCW 28B.50). Additionally, the Northwest Commission on Colleges and Universities reviews each institution's tenured AEe evaluation program to ensure use of multiple indices, which include items generated by AEes and items generated by others.

Schedule: AEes are evaluated during the fifth year following the granting of tenure, and each subsequent fifth year thereafter.

A. Evaluation Timeline and Procedures:

1. **Step 1: Notification to the AEe by October 1:** The AAd will identify the AEes in their division who will participate in the formal evaluation process during the current academic year. The AAd will then notify these AEes, in writing, of their respective responsibilities for documentation, as listed in Paragraphs B, C, and D of this section. If appropriate, the AAd may schedule an informal meeting by November 1 with the AEe(s), singly or in a group, to ensure mutual understanding of the process and documentation. The AAd will also work with the AEe(s) to schedule formal evaluation meeting(s).

2. **Step 2: Before Formal Meeting:** Prior to the formal meeting, the AAd and AEe will take actions and/or prepare required information listed in Paragraphs B, C, and D of this section. At least two weeks prior to the meeting, the AEe will provide the AAd their self-evaluation and PAR and will ensure the peer evaluation has also been delivered to the AAd. Then, at least one week before the meeting, the AAd will provide the AEe with the class/worksite evaluation, the student evaluations, and the AEe Performance Appraisal Summary.

3. **Step 3: Formal Evaluation Meeting (prior to May 31, or as mutually agreed):** The AAd will conduct the formal evaluation meeting to discuss the documents listed in Paragraphs B, C, and D of this section.

4. **Step 4: Finalize and Submit (not later than June 10, or as mutually agreed):** The AAd will complete a Performance Appraisal Summary form (Appendix C-2) and will share this with the AEe. It is then forwarded to the Human Resources Office in accord with Article 3, Section 4.

   NOTE: If the AAd does not meet the deadlines above, that 5-year evaluation shall be completed the following academic year. However, the AEe shall not be required to resubmit or redo any portion of the evaluation already completed during the prior year.

B. Items Provided by the AEe:

1. **The self-evaluation:** A document in a format of the AEe's choosing focused on the AEe's performance of professional responsibilities. Possible emphases: teaching techniques (ability to lead students in critical thinking, small group discussion, use of visual aids, and sequencing of material); diagnostic procedures; use of student evaluations; counseling practice; research assistance; service to the department or college; professional accomplishments; etc.

2. **Professional Activities Report (PAR):** Listing activities such as, but not limited to: service to the district, college, division, or department, leadership positions, committee membership, conferences, workshops, training, professional organization activities, travel, reading, text review, curriculum development, community service, or work experience relevant to the discipline or assignment.

3. **Syllabi** for courses taught during the quarter of the AAd's observation.

C. Items Provided by the AAd:

1. **Summarized Student Evaluations:** AEes are evaluated annually by students, per Article 10, Section 2. The process by which these are conducted is delineated in Appendix B-1. During the fifth-year evaluation

process, a student evaluation is conducted according to the same rules and process. Student evaluations conducted during this year and the previous four years are considered together during the fifth-year process.

2. **AAd Evaluation:** Administrative evaluation of the tenured AEe, carried out according to criteria and forms mutually agreed to by AHE and Spokane Colleges, will consist of the following two elements:

   a. **Class/Worksite Observation:** The AEe and the AAd will schedule an observation of a class/worksite session for the purposes of discussing, understanding, and observing the AEe's objectives and performance. Prior to the observation, the AEe will brief the AAd on any pertinent information relating to the class/worksite session such as what material has been covered, the dynamics of the group, teaching style, innovations, or if the session is typical or atypical. The AAd prepares for the visit through such activities as reading the catalog description of the course, looking at the course outline and syllabus, thumbing through the text or other materials provided by the AEe, and/or reviewing the AEe's job descriptions, where appropriate, for non-instructional AEes. The AAd will meet with the AEe at agreed upon times and will observe the scheduled class/worksite session in its entirety or for at least one hour of a longer class session. For online classroom observations, refer to Article 5, Section 3, Paragraph F.

   b. **AEe Performance Appraisal Summary:** The AAd will review the "Academic Employee Performance Appraisal Summary" (Appendix C-2) in preparation for the formal meeting.

D. Peer Evaluation (Items Provided by Others): The AEe shall invite a peer of the AEe's choosing to observe a class/worksite session and to develop a summary of that observation using a standard model. Peer evaluations of counselors and librarians shall be conducted in a manner appropriate to the worksite situation, using standard forms contractually agreed upon for this purpose. At the AEe's option, the peer observation may occur during the same class/worksite session observed by the AAd. The peer evaluation will be shared with the AEe and submitted to the AAd. For online classroom observations, refer to Article 5, Section 3, Paragraph F.

Section 6 - Disposition of Documents

A. All documents relating to or arising from the evaluation process will be kept in files maintained by the AAd pursuant to Article 3, Section 4. Upon completion of the fifth-year evaluation process, the signed original of the Performance Appraisal Summary (Appendix C-2) will be forwarded to the AEe's personnel file in the Human Resources Office and is then deemed a formal document.

B. A copy of the most recent Performance Appraisal Summary, as well as copies of the student evaluation summaries for the most recent evaluation period, may be kept as informal documents in the divisional file until the next fifth-year evaluation is completed, at which time they will be appropriately destroyed.

C. The AEe evaluation results, as contained in the Performance Appraisal Summary form, shall not be grievable.

Article 11 - Remediation

Section 1 - Purpose of Remediation Process

Remediation is a response to a documented pattern of unsatisfactory performance where that performance may be corrected through intervention, training, or some other form of assistance. Remediation is not appropriate for improper behavior, unprofessional conduct, or other disciplinary causes listed in Article 12 (Progressive Discipline).

Section 2 - Right to Due Process

A. No AEe shall be remediated without reasonable justification. Reasonable justification exists where:

1. the AEe had notice of the rules or standards to be followed and the consequences of non-compliance,

2. the AEe engaged in conduct inconsistent with or in violation of those rules or standards,

3. there was procedural regularity in the investigation of the misconduct, and

4. that Spokane Colleges applied remediation in a reasonable and even-handed manner.

B. In the event that informal remediation meetings fail to resolve the problem, a remediation plan shall be reduced to writing, as specified herein, and made available to the AEe. An AEe shall have the right to have AHE representation of their choosing present at any meeting wherein the AEe believes they may suffer adverse action or otherwise be denied rights available under this contract.

C. This section shall not be applicable with respect to matters handled in accordance with Articles 9 (Tenure) and 13 (Reduction in Force).

Section 3 - Remediation Process for Unsatisfactory Performance

A. A documented pattern of unsatisfactory performance may be used to initiate a remediation plan. Causes leading to the remediation process may include, but are not limited to:

1. A pattern of complaints regarding clinical site work.

2. Recurring program accreditation evaluation complaints that are within the AEe's control.

3. A pattern of excessive student withdrawals.

4. A pattern of excessive absenteeism or reoccurring failure to meet classes regularly.

5. A failure to fulfill professional responsibilities, per Article 4, Section 4.

6. A pattern of student complaints.

B. Informal Remediation: The AEe and AAd shall meet informally to attempt to resolve any remediable performance problems. The AEe will be advised in advance that this meeting has the potential for remedial action, and will be notified of their rights to AHE representation at this and subsequent meetings regarding the performance issues raised. AHE shall also be made aware of the meeting, in advance, by the AAd. The meeting shall be conducted in a private and confidential manner. A record of this meeting may be placed in the divisional personnel file in accordance with Article 3, Section 4, and written notice given to the AEe.

C. Formal Remediation Plan: If the informal process does not resolve the remediable performance problem:

1. The AAd will give notification of unsatisfactory performance, in writing, to the AEe. The written notice will state the specific performance issues to be remediated and communicate the need to meet for purposes of developing an improvement plan.

A confidential meeting will be scheduled at a mutually convenient time. Those attending the meeting will be the AEe and the AAd, AHE representation, and the Chief Administration Officer. In addition, the AEe and AAd may have an additional representative at the meeting. The Chief Administration Officer will moderate and prepare a written summary following the meeting for signature by the AEe and AAd.

2. The first agenda item of the meeting will be to examine the basis of the unsatisfactory performance and to verify that this is an appropriate matter for the remediation process. Participants, if appropriate, will then:

a. define the issues,

b. allow explanation by the AEe,

c. define the consequences of continued unsatisfactory performance, and

d. develop a plan for improvement.

A date will be set for issuance of a first draft written improvement plan. The AAd will be charged with drafting the plan. A copy will be sent to all participants of the meeting.

3. A second meeting will be scheduled after issuing the draft plan. The meeting will be attended by those named in Paragraph C, Item 1 of this section. The Chief Administration Officer will moderate the meeting and will produce a record for signature by both parties. The purpose of this meeting will be to:

a. discuss and/or modify the plan so that it is mutually satisfactory; complies with the contract and other applicable rules, regulations, policies and procedures; and can be completed in a reasonable time;

b. set timelines for each element of the plan;

c. establish appropriate support, which may include, but is not limited to:

i. mentoring by other AEes,

ii. coaching by an appropriate third party,
iii. counseling,
iv. referral for professional assistance,
v. additional training in the skill area(s) needing improvement;

d. discuss and establish timelines and procedures for review and feedback on plan progress, to include whether the obligations of both parties are being met;

e. discuss consequences of non-compliance with the plan; and

f. discuss the importance of compliance with ongoing performance expectations.

4. All parties will sign the plan acknowledging that they understand and agree to the terms.

5. Any changes to the plan shall be mutually agreed upon, reduced to writing, and signed by both parties. The document will be attached as an addendum to the original improvement plan.

6. When the AEe's overall performance improves to satisfactory or better, the remediation process shall be discontinued and the discontinued remediation/improvement plan shall be returned to the AEe. The AAd shall develop a memo to the appropriate Vice President updating the status of the plan and reporting discontinuation, as appropriate. All discontinued plan material will be maintained confidentially.

7. In the event that performance continues to be unsatisfactory following completion of a remediation plan, an additional meeting may be scheduled at the request of the AEe to determine if it is appropriate to extend and/or modify the plan.

8. The AAd will refer any failed improvement plan to the appropriate Vice President who will take one of the following actions:

a. Recommend continuation of the remediation process for a specific number of additional quarters, and/or

b. The creation of a new plan, or

c. Recommend to the College President that progressive discipline be initiated.

Article 12 - Progressive Discipline

Section 1 - Purpose of Progressive Discipline Process

Progressive discipline is a response to documented improper behavior, unprofessional conduct, or other causes for action. It is not appropriate for patterns of unsatisfactory performance that may be corrected through the process outlined in Article 11 (Remediation).

Section 2 - Right to Due Process

No AEe shall be reprimanded or disciplined without just cause. In the event that informal meetings fail to resolve the problem, any charges that are made shall be reduced to writing, as specified herein, and made available to the AEe. An AEe shall have the right to have AHE representation of their choosing present at any meeting wherein the AEe believes they may be reprimanded, disciplined, suffer adverse action, or otherwise be denied rights available under this contract. This section shall not be applicable with respect to matters handled in accordance with Articles 9 (Tenure) and 13 (Reduction in Force).

Section 3 - Just Cause

A. Just cause may exist where it can be established that:

1. **Notice**: Spokane Colleges gave the AEe forewarning or foreknowledge of the possible or probable consequences of the AEe's disciplinary conduct.

2. **Reasonable Rule or Order**: Spokane Colleges' rules or managerial orders are reasonably related to the orderly, efficient, and safe operation of Spokane Colleges business, and the performance that Spokane Colleges might properly expect of the AEe.

3. **Investigation**: Spokane Colleges, before administering the discipline, made an effort to discover whether the AEe did in fact violate or disobey a rule or order of management.

4. **Fair Investigation**: Spokane Colleges' investigation was conducted fairly and objectively.

5. **Proof**: The investigator obtained substantial evidence or proof that the AEe was guilty as charged.

6. **Equal Treatment**: Spokane Colleges has applied its rules, orders, and penalties evenhandedly and without discrimination to all AEes.

7. **Penalty:** The degree of discipline administered by Spokane Colleges in a particular case reasonably related to the seriousness of the AEe's proven offense and the record of the AEe in their service with Spokane Colleges.

B. A "no" answer to one or more of the above questions in Paragraph A may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element is present. The parties acknowledge that certain offenses are so serious in nature as to not warrant exhaustive application of these tests.

Section 4 - Informal Meetings

The AEe and their AAd shall meet informally to attempt to resolve any behavior/conduct problems. The AEe will be advised, in advance and in writing, that this meeting has the potential for disciplinary action, and will be notified of their rights to AHE representation at this and subsequent meetings regarding the issues raised. AHE

shall also be made aware of the meeting, in advance and in writing, by the AAd. The meeting shall be conducted in a private and confidential manner and does not result in a written action or official personnel record.

Section 5 - Progressive Disciplinary Action

A. Progressive disciplinary actions normally include the following steps: (Note: except as outlined in Section 5, Paragraph C, an informal meeting is held first to attempt to resolve the issue. See Section 4 above).

1. Verbal warning, (a record serving as notice of this warning may be placed in the divisional personnel file in accordance with Article 3, Section 4, and written notice given to the AEe. The record will not be used as the basis of a progressive disciplinary action proposed after one year from the record's date and should be removed).

2. Written reprimand.

3. Suspension with pay.

4. Suspension without pay.

5. Dismissal (refer to Section 6 below).

B. Documented unprofessional behavior/conduct may be cause to initiate progressive disciplinary action against the AEe. Possible causes of action may include, but are not limited to:

1. Improper or unprofessional behavior/conduct.

2. Refusal to participate in good faith in the remediation process.

3. Criminal conduct, gross misconduct, or malfeasance.

4. Willful violation of lawful directives or established Board policy/Administrative procedures, refusal to comply with communicated or established safety and/or security rules, standards or measures.

C. Disciplinary action will be progressive in nature and appropriate given the cause of action. Spokane Colleges may advance the disciplinary action to a more appropriate level for instances involving criminal conduct, gross misconduct, or malfeasance.

D. Prior to taking any action more severe than a verbal warning or written reprimand, the appropriate Vice President will issue a "Notice of Proposed Disciplinary Action" to the AEe, and copied to AHE. The notice will list the cause(s) of action, the proposed disciplinary action, and outline the facts upon which the proposed action is based. The notice will also stipulate a meeting date/time at which the AEe, with the assistance of representation, may provide evidence and argument against the proposed action. Following the meeting, the Vice President will, if still appropriate, issue a "Notice of Disciplinary Action" to the AEe, copied to AHE.

E. Appeal to Mutually Agreed Appeal Officer: For suspensions with or without pay, the AEe may appeal the disciplinary action to an appeal officer by submitting an appeal request to the College President. The decision of the appeal officer is advisory upon the appointing authority, who shall have the final decision.

The appeal officer may be any individual selected by mutual agreement of the AAd and the AEe. A prepared list comprised of AHE/CCS trained individuals who expressed interest in serving as an appeal officer will be provided to facilitate this process. Neither party is required to select from this prepared list, however. The officer shall be identified within ten (10) calendars days of the appeal request. Should the parties be unable to identify a mutually agreeable appeal officer, the appeal will be referred to the Chief Administration Officer, who will appoint an appeal officer.

The appeal officer will hold a meeting within ten (10) calendar days of selection. In arriving at a decision, the appeal officer may consider any prior disciplinary action including any relevant letters of reprimand. The appeal officer shall make an official recommendation to the College President affirming, modifying or revoking the action proposed. A copy of the written decision of the appeal officer shall be transmitted to the AEe, AHE, and the College President. A final decision from the appeal officer shall be rendered no later than thirty (30) calendar days following the appeal hearing.

The hearing shall be informal and held in closed session. The AEe shall have the right to be represented and to present evidentiary facts. The cost of the hearing, if any, shall be shared equally by both the AEe and the college.

Section 6 - Dismissal of Annually Contracted Academic Employees

A tenured AEe, or an annualized AEe during the term of their employment contract, shall not be dismissed except for sufficient cause. Corrective action appropriate to the specific facts of the case prior to dismissal will be utilized in an attempt to resolve the matter without instituting the formal dismissal procedures. Furthermore, an AEe who holds a probationary appointment shall not be dismissed prior to the written terms of the appointment except for sufficient cause.

A. Informal Meeting: Before any official action is taken relating to a dismissal for sufficient cause, the AEe will be given:

1. Written notice of the sufficient cause(s),

2. An explanation of the evidence supporting the determination of sufficient cause(s), and

3. An opportunity to rebut or refute such determination by either written documentation or in person with the College President.

Any meeting requested by the AEe shall take place no later than ten (10) calendar days from the date of the written notice in Item 1 above. The AEe shall have the right to AHE representation at this meeting.

B. Formal Procedure Relating to Dismissal: After it is determined that formal adjudicative proceedings for dismissal should be initiated, the Chancellor shall specify the grounds constituting sufficient cause for

dismissal, serve written notice of the cause(s) to the affected AEe and to AHE, and provide copies to the Dismissal Review Committee. The notice shall include:

1. A statement of the time, place, and nature of the proceeding (the proceeding must be held on not less than ten (10) days' written notice);

2. A statement of the legal authority and jurisdiction under which the proceeding is to be held;

3. A reference to the allegations of sufficient cause;

4. The effective date of separation from service; and

5. A short and plain statement of the matters asserted.

The affected AEe shall have ten (10) days from the date of the notice of dismissal to make a written request for a proceeding. If the affected AEe does not request such a proceeding from the Chancellor within seven (7) days, the Chancellor will request a written determination from the AEe as to whether they wish to avail themself of the right to a proceeding. If the AEe fails to respond within the ten (10) days provided herein, this failure to request a proceeding shall constitute acceptance of dismissal and waiver of any right to a proceeding. The decision of an AEe not to request a proceeding shall be communicated to the Board of Trustees. Furthermore, a timely written request for a proceeding within the above ten (10) day period is deemed jurisdictional.

C. Procedural Rights of Affected Academic Employees: An affected AEe who has requested an adjudicative proceeding shall be entitled to one (1) formal, contested case proceeding pursuant to the Administrative Procedure Act, RCW 34.05, and shall have the following procedural rights:

1. The right to confront and cross-examine adverse witnesses;

2. The right to be free from compulsion to divulge information which they could not be compelled to divulge in a court of law;

3. The right to be heard in their own defense and to present witnesses, testimony, and evidence on all issues involved;

4. The right to the assistance of the presiding officer in securing the witnesses and evidence pursuant to RCW 34.05;

5. The right to counsel of their choosing who may appear and act on their behalf at the proceeding; and

6. The right to have witnesses sworn and testify under oath.

D. Dismissal Review Committee: The committee shall be composed of two (2) AAds, each from a different college/unit, appointed by the Chancellor, and three (3) AEes. The AEes will be selected by AHE and result

in three (3) committee members, one from each instructional unit, and three (3) alternates, one each per instructional unit. The AEe committee members will be chosen by October 15 of each year. In no case shall a member of the committee sit in judgment of their own case or the case of their spouse or family member. The AAd of the AEe(s) under review shall not be a member of the Dismissal Review Committee. The committee shall elect its own chairperson.

E. Duties and Responsibilities of the Dismissal Review Committee: The general duty of the Dismissal Review Committee shall be to submit recommendations regarding proposed action. Failure of the committee to make written recommendations regarding dismissal within the prescribed time set forth 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 AEe based upon this type of recommendation from the committee.

1. Specific responsibilities of the committee shall be:

a. To review the case of the proposed dismissal;

b. To attend the proceeding and, at the discretion of the presiding officer, to call and/or examine any witnesses;

c. To hear testimony from all interested parties, including but not limited to other AEes and students, and to review any evidence offered by the same;

d. To arrive at its recommendation in conference on the basis of the proceeding as soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal proceeding.

2. The chair will have the added responsibility to:

a. Write recommendations of the committee which will be sent to the presiding officer, the Chancellor, the affected AEe, and the Board of Trustees;

b. Facilitate the committee deliberations and proceedings;

c. Schedule hearing dates and committee deliberation meetings.

F. Presiding Officer Appointment and Duties: The appointment of a presiding officer shall be done in the following manner:

1. Upon receipt of a request for an adjudicative proceeding from an affected AEe, the Chancellor shall notify the Board of Trustees and request that the Board appoint an impartial presiding 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 a member of the Board of Trustees of any community college in the State of Washington, or as provided by RCW 34.05.425.

2. It shall be the role of the impartial presiding officer to conduct the proceeding in accordance with RCW 34.05. The duties of the presiding officer include:

a. Administering oaths and affirmations, examining witnesses, and receiving evidence. (No person shall be compelled to divulge information which they could not be compelled to divulge in a court of law);

b. Issuing subpoenas;

c. Taking or causing depositions to be taken pursuant to rules promulgated by the institution;

d. Regulating the course of the proceeding;

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

f. Disposing of procedural requests or similar matters;

g. Making all rulings regarding the evidentiary issues presented during the course of the review committee proceedings;

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

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

j. Preparing their proposed findings of fact, conclusions of law, and a recommended decision as soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal proceeding;

k. Reviewing and consulting with the chair regarding written recommendation to the Chancellor, the Dismissal Review Committee, the affected AEe, and the Board of Trustees;

l. Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:

i. All pleadings, motions, and rulings; all evidence received or considered;
ii. A statement of any matters officially noticed;
iii. All questions and offers of proof, objections, and rulings thereon; their proposed findings, conclusions of law, and a recommended decision; and

iv. A copy of the recommendations of the Dismissal Review Committee;

m. Deciding with advice from the Dismissal Review Committee whether the proceeding shall be open to the educational community or whether particular persons should be permitted or be excluded from attendance;

n. Assuring that a transcription of the proceeding is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party of the proceeding upon request and payment of costs; and

o. Taking any other action authorized by rule consistent with RCW 34.05.

G. Final Decision by the Board of Trustees: The case shall be reviewed by the Board of Trustees as follows:

1. The case review shall be based upon the record of the proceeding below and on any record made before the Board of Trustees.

2. The Board of Trustees may permit an opportunity for oral and/or written argument by the parties or their representatives.

3. The Board of Trustees may hold such other proceedings as it deems advisable.

4. The final decision to dismiss or not to dismiss shall rest, based on both the facts and the recommended decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the presiding officer.

5. The Dismissal Review Committee's recommendations and the findings, conclusions, and recommended decision of the presiding officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees.

6. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the charged AEe in writing of its final decision and the effective date of dismissal if appropriate.

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

Upon the written mutual agreement of the AEe (after consultation with AHE) and Spokane Colleges, which includes a waiver by both parties of their statutory rights, binding arbitration may be utilized.

I. Effective Date of Dismissal: The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined by the discretion of the Board

of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.).

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

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

Article 13 - Reduction in Force

Annual Departmental and Program Indicators: In an effort to continually monitor and communicate department/program status, a routine exchange of data will be made available annually by October 15 to AEes and Spokane Colleges. Three years of trend information will be provided, where available, for each indicator.

Indicators will include:

1. Enrollment, quarterly and annually;
2. Course/program capacity;
3. Student-to-AEe ratio;
4. Full-time, part-time, and "moonlight" instructional ratios;
5. Occupational "demand/decline" list (SAWDC generated);
6. Inability to hire qualified AEes per recent recruitment "FMQ/DNQ" rates;
7. Other unique department/program data mutually agreed upon by AEe(s) and their AAd may be included.

Either department/program AEes or the AAd may initiate a discussion based on these indicators. Changes to a department/program require a meeting between AEes and the AAd before implementation.

Section 1 - Dismissal for Reduction in Force

The appointing authority shall be deemed to have the authority to terminate the employment contract of any tenured or probationary AEe because of reduction in force (RIF). Sufficient cause for RIF shall include but not be limited to any of the following:

1. Lack of adequate funding;
2. Elimination and/or reduction of programs, courses, or services;
3. Decreases in enrollment in a college or program; or
4. A Washington SBCTC declaration of financial emergency pursuant to RCW 28B.50.873.

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

Section 2 – Pre-RIF Notification

A. When the college administration determines that a reduction in force may be necessary because a program may need to be modified, reduced, or terminated, written notification shall be issued to the appropriate AHE representatives and a data determination meeting, per Paragraph B, will be scheduled.

B. Within ten (10) working days of the written notice, the parties will meet and determine relevant program data to be gathered in preparation for a potential RIF meeting, per Paragraph C. All parties will thereafter gather and share information determined necessary to effectively evaluate the viability of the program to participating AHE representatives and AAds. Relevant data may include, but is not limited to:

1. Program caps and basis for the cap;
2. Student job placement or other positive outcomes (e.g. continuing education, promotion, etc.);
3. Certification/license pass rates;
4. Program accreditation standards, status, or changes;
5. Community and industry needs in the region(s) served;
6. Graduate pay and earning potential, where applicable;
7. Equipment expenses;
8. Facilities expenses, if applicable;
9. Relation of program to other program offerings (e.g. coring);
10. Parallel public education offerings in the vicinity;
11. Program revenue generation and/or cost savings;
12. Industry certification/recognition status; and/or
13. Advisory committee involvement and input.

C. Within ten (10) days of distributing the relevant program data, the AHE representatives and AAds will meet to discuss details of the potential RIF and to review alternatives, if appropriate. The results of this process will be summarized and forwarded to the Chancellor.

Section 3 - Seniority Units

Seniority units are established by Spokane Colleges. Spokane Colleges reserves the right to add seniority units in accordance with program additions or by mutual agreement with AHE. Deletions or combinations of seniority units will be done with mutual agreement with AHE. See Appendix D for the most recently established seniority units.

A. Assignments to Seniority Units: Assignments to seniority units shall be published by November 1 of each year. Disputes regarding such seniority unit assignments shall be resolved through initiation of a grievance at step two of Article 20, Section 1 and expedited arbitration if required.

B. Assignments to a Second Seniority Unit: To be assigned to a second seniority unit, AEes must meet the minimum qualifications listed on a recent job announcement, until replaced by a job description, posted for a position within that seniority unit, as well as the following criteria and credential requirements:

1. The AEe has taught, or can teach as a result of training, a majority of courses representative of the second seniority unit that have been regularly offered within the past three (3) years and, in addition, also qualifies under one of the following two criteria:

a. the AEe has a master's degree preparation in the discipline or equivalent, or

b. the AEe has a minimum of four (4) years' work experience in the field of the seniority unit within the previous ten (10) years.

2. "Representative" courses, as used in Section 3, Paragraph B, Item 1 above shall mean a range of courses taught in that subject area in the past three years. The respective Vice President's office will generate an up-to-date listing of the range of courses taught.

C. Applications for a second seniority unit shall be filed with the AAd, using the application form included in Appendix D-1. The AAd of the unit being applied to will indicate whether, in their opinion, the application meets the criteria in Section 3, Paragraph B, Item 1 above. The application is then forwarded to the appropriate Vice President, who will schedule it for consideration by the Second Seniority Committee, which will consist of three members designated by the District, including the appropriate Vice President from each college and three AHE-appointed AEe members, one of which is an AHE officer. The purpose of the committee shall be to review and decide the application.

D. Approved second seniority units become effective on the date of application for those AEes who apply after July 1, 2004.

E. **Maintenance of Second Seniority Unit**: To continue to accrue seniority in the approved second unit, AEes must meet one of the following criteria:

1. Taught courses in that second seniority unit, or

2. Gained experience in the relevant field or obtained/maintained a relevant professional license/certification.

Failure to maintain the second seniority unit causes seniority in that unit to be frozen at the current seniority level. The Human Resources Office will provide notice to the AEe of their second unit maintenance status at least once every 2 years. If there has been no maintenance activity in the previous six years, the Human Resources Office will freeze seniority accrual in that second unit.

To restart seniority accrual in the second unit, the AEe must meet the criteria in Paragraph E, Items 1 or 2 of this section. Seniority accrual will then begin at the start of the academic year following the date of certification by the Human Resources Office. There is no retroactive accrual for time lost between the freeze date and accrual restart date.

F. Administrators Currently Assigned to Seniority Units: AAds selected from the AEe ranks will remain in a seniority unit but shall accrue no additional seniority. New AAds hired from outside of Spokane Colleges shall not be placed in an AEe seniority unit.

Section 4 - Order of Reduction in Force (RIF)

A. If the number of full-time annually contracted AEes is to be reduced, the Chancellor, with such advice as they deem necessary, shall determine what programs, courses, or services are most necessary. Spokane Colleges reserves the right to establish the number of full-time and part-time AEes to be employed. In making decisions on reductions, the Chancellor will consider factors including, but not limited to:

1. Budget limitations, lack of funds, change in instructional or service programs or courses, or lack of students participating in particular programs, courses, or services;

2. The enrollment, the trends in enrollment, and their effect upon the department or program;

3. The present and anticipated service needs of the colleges and their students and prospective students, including staffing needs;

4. Information concerning academic and administrative vacancies occurring through retirement, resignation, and professional and other leave;

5. Changes in educational policies and goals; or

6. Other similar relevant considerations.

B. Prior to the implementation of RIF of any AEe within Spokane Colleges, the following actions will first be taken:

1. Normal AEe resignations within the affected seniority unit will not be replaced.

2. Voluntary AEe retirements within the affected seniority unit will not be replaced.

3. Normal and regular AEe leaves within the affected seniority unit will not be replaced for the duration of the time that such leave is applicable.

4. Any other position vacated by resignation, retirement, or leave of absence, or any position already vacant, shall first be filled by an affected AEe from Spokane Colleges who is qualified to perform and fulfill the requirements of the vacated position. If this cannot be accomplished, Spokane Colleges will be free to fill the vacant position through the current screening procedure.

C. Within each affected seniority unit, the Chancellor shall observe the following order of RIF:

1. First order of RIF includes adjunct AEes who have assignments within the affected seniority unit (excluding continuing education, non-credit, and self-support).

   This order of RIF may be waived in the event that the Spokane Colleges allocation of state operating funds, including operating fees, as determined by the SBCTC, is reduced from the prior year 4 percent or more. Special funding for rents, utilities, salary and benefits increases, and carry-forward allocations are excluded. This waiver shall cease in the event that 5 percent of full-time positions are RIFed in any academic year (calculated districtwide for AEes funded through state funds).

2. Second order of RIF includes probationary AEes within the affected seniority unit in order of least seniority.

3. Third order of RIF includes tenured AEes in order of least seniority within the affected seniority unit. Tenured AEes who are RIFed into their second seniority unit must restart their five-year evaluation cycle.

D. If a reduction is determined to be necessary within a seniority unit, the order of reduction will be based upon seniority. Seniority shall mean the most recent continuous full-time service as an AEe of Spokane Colleges beginning with its inception in 1967. In the event two (2) or more AEes have the same hire-in date, seniority will be determined by the AEe with the greatest amount of previous employment within Spokane Colleges. If two (2) or more AEes have the same amount of previous employment within Spokane Colleges, seniority will be determined by flipping a coin. AEes involved will be notified of the time and place of such coin flipping. AHE shall be present during the coin flip.

E. **Retraining Leave**: Tenured AEes who, because of program change, reduction, or termination, cannot be effectively assigned may request funds for retraining leaves for up to one (1) year (see Article 7, Section 9). If approved, such requests shall have priority over other leaves and shall be granted before sabbatical leaves. AHE shall be involved in all negotiations concerning the terms and conditions of this type of leave.

Section 5 - RIF Procedure

A. **Determination and Notice**: In the event the Chancellor determines a RIF to be potentially necessary, they shall notify AHE regarding the extent of such reduction; the conclusions reached pursuant to Section 4, Paragraph A; the actions taken pursuant to Section 4, Paragraph B; and shall review any alternatives AHE may present.

B. **Method of Determination and Informal Meetings**:

1. When the Chancellor determines that a RIF is necessary pursuant to Section 1, Paragraphs A, B, and C, and has selected the affected AEes to be reduced, the initial step shall be for the Chancellor to meet with each affected AEe in a personal conference, which shall be an informal meeting for the purposes of RCW 34.05, to discuss the proposed RIF. The matter may be resolved at this time by the use of alternatives such as reassignment, leave of absence, retirement, resignation, etc. AHE shall be notified in writing at least three (3) working days prior to all meetings held with affected AEes.

2. When the Board of Trustees determines that a RIF is necessary pursuant to Section 1, Item 4 ("A Washington SBCTC declaration of financial emergency pursuant to RCW 28B.50.873"), the Chancellor shall select the affected AEes to be reduced and meet with each affected AEe in a personal conference, which shall be an informal meeting for the purposes of RCW 34.05, to discuss the proposed RIF. The matter may be resolved at this time by the use of alternatives such as reassignment, leave of absence, retirement, resignation, etc. AHE shall be notified in writing at least three (3) working days prior to all meetings held with affected AEes. The written notice of RIF and separation from employment pursuant to Section 1, Item 4 will clearly indicate that separation is not due to job performance of the AEe and hence is without prejudice to such AEe and will state that the basis for the RIF is a financial emergency.

C. Notification of RIF: The Chancellor shall notify the affected AEe(s) of their decision within ten (10) days of the informal meeting described in Paragraph B, Items 1 and 2 above.

D. AEe Alternatives: Upon notification of a pending dismissal due to RIF, the affected AEe(s) has two (2) alternatives:

1. The affected AEe(s) shall have the right to a formal proceeding pursuant to RCW 34.05. A written request for such a proceeding must be made within twenty (20) calendar days from the date of the notice of intent to dismiss. If the affected AEe does not request such a proceeding from the Chancellor within seven (7) days, the Chancellor will request a written determination from the AEe as to whether they wish to avail themself of the right to a proceeding.

2. In the event the AEe does not exercise rights to a formal proceeding, they shall be granted ninety-five (95) contracted days' pay for twenty (20) or more years of service, seventy-five (75) contracted days' pay for ten to nineteen (10 – 19) years of service, or fifty-five (55) contracted days' pay for one to nine (1 – 9) years of service in lieu thereof.

E. Formal Proceeding:

1. Procedural Rights of Affected AEes: If the affected AEe chooses the alternative cited in Paragraph D, Item 1 above, they shall be entitled to one (1) formal, contested case proceeding pursuant to the Administrative Procedure Act, RCW 34.05, before a RIF Review Committee and shall have the following procedural rights:

a. The right to confront and cross examine adverse witnesses;

b. The right to be free from compulsion to divulge information which they could not be compelled to divulge in a court of law;

c. The right to be heard in their own defense and to present witnesses, testimony, and evidence on all issues involved;

d. The right to the assistance of the presiding officer in securing the witnesses and evidence pursuant to RCW 34.05;

e. The right to counsel of their choosing who may appear and act on their behalf at the proceedings;

f. The right to have witnesses sworn and testify under oath; and

g. Arguments in the formal proceeding shall be limited to data and reasons for the selection of the AEe(s) facing dismissal due to RIF.

2. **RIF Review Committee Composition**: A separate RIF Review Committee for the express purpose of reviewing RIF cases will be created and composed in the following manner. The committee shall be composed of three (3) AAds appointed by the Chancellor and six (6) AEes. The AEes will be selected by AHE and result in six (6) committee members, three of whom serve as alternates. SFCC, SCC, and SCC-Extension will each be represented among the AEe members, both regular and alternates. The committee members will be chosen by October 15 of each year. In no case shall a member of the committee sit in judgment of their own case or the case of their spouse/partner or family member. The AAd of the AEe(s) under review shall not be a member of the RIF Review Committee. The committee shall elect its own chair. If any member of the RIF Review Committee convened for the purposes of the formal proceeding is potentially affected by the recommendation to be submitted, an alternate member shall be immediately elected

3. **RIF Review Committee Duties**: The general duty of the RIF Review Committee shall be to submit recommendations regarding proposed action. Failure of the committee to make written recommendations regarding dismissal for RIF within the prescribed time set forth shall be deemed a recommendation, neither for nor against RIF, and the appointing authority may proceed with the RIF or continue the appointment of the AEe based upon this type of recommendation from the committee. Specific responsibilities of the committee shall be.

   a. To review the case of the proposed RIF;

   b. To attend the proceeding and, at the discretion of the presiding officer, to call and/or examine any witnesses;

   c. To hear testimony from all interested parties, including but not limited to other AEes and students, and review any evidence offered by same;

   d. To arrive at its recommendation in conference on the basis of the proceeding as soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal proceeding, except that in cases under Section 1, Item 4, the written recommendation must occur within seven (7) days after the conclusion of the formal proceeding; and

   e. To write recommendations of the committee which will be sent to the presiding officer, the Chancellor, the affected AEe(s), and the Board of Trustees.

4. **Presiding Officer**: The presiding officer shall be appointed in the following manner. Upon receipt of a request for a proceeding from an affected AEe, the Chancellor shall notify the Board of Trustees and

request that the Board appoint an impartial presiding 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; or as provided by RCW 34.05.425. In cases arising under Section 1, Item 4, the affected AEe(s) may choose the appointment of a presiding officer as provided for in RCW 28B.50.873.

5. **Role of the Presiding Officer**: It shall be the role of the impartial presiding officer to conduct the proceeding in accordance with RCW 34.05. The duties of the presiding officer include:

   a. Administering oaths and affirmations, examining witnesses, and receiving evidence. (No person shall be compelled to divulge information which they could not be compelled to divulge in a court of law.);

   b. Issuing subpoenas;

   c. Taking or causing depositions to be taken pursuant to rules promulgated by the institution;

   d. Regulating the course of the proceeding;

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

   f. Disposing of procedural requests or similar matters;

   g. Making all rulings regarding the evidentiary issues presented during the course of the review committee proceedings;

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

   i. Allowing the RIF Review Committee to hear testimony from all interested parties, including but not limited to AEe members and students, and review any evidence offered by same;

   j. Preparing their proposed findings of fact, conclusions of law, and a recommended decision as soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal proceeding or within ten (10) days in the case of a RIF for reasons set forth in Section 1, Item 4;

   k. Sending a recommendation to the Chancellor, the RIF Review Committee, the affected AEe, and the Board of Trustees;

l. Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:

i. all pleadings, motions, and rulings;
ii. all evidence received or considered;
iii. a statement of any matters officially noticed;
iv. all questions and offers of proof, objections, and rulings thereon;
v. their proposed findings, conclusions of law, and a recommended decision; and
vi. a copy of the recommendations of the RIF Review Committee;

m. Deciding with advice from the RIF Review Committee whether the proceeding shall be open to the educational community or whether particular persons should be permitted or be excluded from attendance;

n. Assuring that a transcription of the proceeding is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party of the proceeding upon request and payment of costs;

o. Taking any other action authorized by rule consistent with RCW 34.05; and

p. In addition, for cases arising under Section 1, Item 4, following the conditions, procedures, and rights as stated in RCW 28B.50.873.

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

1. The case review shall be based upon the record of the proceeding below and on any record made before the Board of Trustees.

2. The Board of Trustees may permit an opportunity for oral and/or written argument by the parties or their representatives.

3. The Board of Trustees may hold such other proceedings as it deems advisable.

4. The final decision to dismiss or not to dismiss shall rest, based on both the facts and the recommended decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the RIF Review Committee and the presiding officer. The RIF Review Committee's recommendations and the findings, conclusions, and recommended decision of the presiding 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 affected AEe(s) in writing of its final decision and the effective date of dismissal if appropriate.

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

mutual agreement of the AEe (after consultation with AHE) and Spokane Colleges, which includes a waiver by both parties to their statutory rights, binding arbitration may be utilized as an alternative to the appeal process specified in Section 5, Paragraph E of this article.

H. Date of Dismissal: The effective date of a dismissal for RIF shall be such date subsequent to notification of the Board's final written decision as determined by the discretion of the Board of Trustees (e.g. immediately, end of any academic quarter, expiration of the individual employment contract, etc.).

I. Publicity: Except for such simple announcements as may be required covering the time of the proceeding and similar matters, no public statements about the case shall be made by the AEe, the RIF Review Committee, the presiding officer, or the Board of Trustees until all administrative proceedings and appeals have been completed.

Section 6 - Recall

A. Right to Recall: Annually contracted AEes who have been dismissed as a result of this article shall have the right to be recalled. Recall shall be in reverse order of RIF by seniority unit to a full-time position, either a newly created position or a vacancy, provided the AEe is qualified to perform the needed duties of such a position and meets the minimum qualifications. The period of recall shall extend to September 1, three (3) years after the effective date of RIF. AEes on recall status will be mailed copies of position announcements for vacant administrative and annually contracted AEe positions.

B. Factors Considered in Recall: Any AEe's past education, training, degrees obtained, and related instructional and occupational experience shall be factors considered for determining qualifications in filling positions. It is the responsibility of the AEe on RIF to furnish the Spokane Colleges Chief Administration Officer the address to which notices and other pertinent information are to be sent.

C. Benefits Upon Recall: Annually contracted AEes upon recall shall retain all previously accrued benefits, such as unused sick leave. No Spokane Colleges benefits shall accrue or be granted to an individual while on layoff. Benefits may be transferred and/or self-paid to the extent permitted by law.

D. Chancellor Letter: In the event of a RIF, the Chancellor shall write a letter, if requested by the AEe, to other employers stating:

1. The reasons necessitating the RIF, and

2. The qualifications of the AEe and other pertinent information which may assist in securing a position.

E. Right of First Refusal: An AEe on recall shall have the right of first refusal to any part-time assignments in their RIF unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided nothing herein shall require Spokane Colleges to consolidate part-time positions into a full-time position. In the instances where a full-time AEe is on recall status, the number of part-time assignments, if any, made in the applicable RIF unit shall not be increased over the number in existence at the time of RIF by more than the equivalent of one-half (½) of a full-time load.

Section 7 - Program/Unit Elimination

If the appointing authority determines it necessary to eliminate an academic program/unit, and that elimination will not result in the RIF of any tenured or probationary AEe, the program may be eliminated. Notice of program elimination will be given to AEes who have second unit seniority in that program area and to AHE.

Article 14 - Department Chair and Program Lead

Section 1 - Selection

A. Elected department chairs will serve two (2) years. The AAd shall call for an election at the end of that time utilizing the steps outlined below. The standard cycle is to have elections occur during the spring quarter for a department chair assignment to begin July 1. Spokane Colleges and AHE shall mutually agree on a common timeline for department chair elections. Selection procedures shall be in accordance with the steps outlined below.

1. **Step 1 — Notification**: The AAd shall notify all AEes with any assigned load in the department and the appropriate AHE Vice President of the pending election and call for nominations. The notice will include the following information:

   a. The start and end dates of the department chair's term;

   b. The eligibility rquirements to be a department chair and eligibility requirements to vote;

   c. A list of all AEes with any assigned load in the department, indicating which AEes are eligible to run for chair, and indicating which AEes are eligible to vote. (See Paragraph B below for details on eligibility);

   d. The current year's calculated annual stipend amount and release time for that department;

   e. Duties to be assigned to the department chair (as outlined in Article 14, Section 2);

   f. Statement that rotation of department chairs is optional but is encouraged after three consecutive terms.

2. **Step 2 — Applications**: Nominations or applications of eligible members of the department must be submitted in writing within five (5) working days of notification (Step 1). Only full-time tenured AEes from the department are eligible for nomination, except for cases when no tenured AEes are nominated or available.

3. **Step 3 — Issuance of Ballot**: The AAd will verify the eligibility of and alert all candidates of their nomination. An AEe shall notify the AAd within three (3) working days if they want their name removed

from the ballot. Only those names remaining in nomination will be placed on a ballot and be eligible for election.

4. **Step 4 — Ballot Distribution**: Ballots must be prepared and distributed by the AAd to qualified department members within three (3) working days following verification (Step 3).

5. **Step 5 — Ballot Return**: Voting will be by secret ballot; ballots must be received in a sealed envelope by the AAd within six (6) working days of distribution (Step 4).

6. **Step 6 — Ballot Counting**: Ballots will be counted within one (1) working day of their return (Step 5). The AAd and appropriate AHE Vice President, or their designee(s), will be present to open, tally, and certify the votes. If no AEe has a majority of the votes cast, the two (2) top-ranked candidates will then be listed in alphabetical order on a final ballot. In the case of a tie vote, a second ballot will be prepared, and a vote taken within five (5) working days. In the case of two (2) tie votes, the AAd and the appropriate AHE Vice President shall determine the winner by a flip of a coin in the presence of the two (2) candidates.

7. **Step 7 — Notification of Results**: The AAd shall first notify all candidates and then report in writing to the department members, the College President, and the Human Resources Office the results of the election within one (1) working day of counting (Step 6).

B. **Eligibility to Vote**: All annualized AEes who are assigned to the department shall be eligible to vote. Additional considerations regarding eligibility are listed below:

1. Any member of the department who has been denied tenure, has submitted early notice of intent to retire/separate (Article 15, Section 2), or a probationary AEe who has submitted a letter of resignation shall not be eligible to vote.

2. In the event a member of the department is on leave, the AAd will notify the appropriate AHE Vice President, and a good faith effort to contact the member will be made by the appropriate AHE Vice President, or their designee, and the member's vote recorded. The replacement for the AEe on leave is not eligible to vote unless they were otherwise eligible.

3. An AEe eligible elsewhere in the district who has been selected for tenure-track employment in the department to begin in the next academic year is eligible to vote and a good faith effort to contact the replacement will be made by the appropriate AHE Vice President, or their designee.

4. Full-time tenured or tenure-track AEes not assigned to the department but who have taught one-third (1/3) of a load (annualized) for the previous three (3) quarters (excluding summer) will be eligible to vote.

5. Adjunct AEes with longevity or associate status per Article 24 shall have a full vote.

C. Co-chair arrangements are acceptable under the following conditions:

1. Prior to the department chair election, co-chairs share an initial draft with their department outlining a proposed split of the duties and responsibilities, including meeting attendance.

2. Co-chairs run as such during the department chair election.

3. A maximum of two (2) AEes can serve as co-chairs.

D. Newly elected department chairs who are serving for the first time will attend an orientation program during the spring quarter of election, jointly presented by the parties to this agreement, and focused on common chair duties and responsibilities. The Joint Executive Committee will review content prior to presentation.

Section 2 - Duties/Responsibilities

The department chair shall assist in providing quality education to students by representing all the AEes in the department and assisting Spokane Colleges as per this section and consistent with the duties and responsibilities outlined below. The functions of the department chair are advisory in nature and nothing in this article shall confer or imply administrative authority to such AEes. Performance of these duties is not restricted to the academic year, and the department chair has wide discretion to determine when duties will be performed, subject to the needs of the department, direction of the AAd, and/or standard college process timelines. Every effort will be made to restrict department chair duties to the 175 contractual days. However, both parties recognize that there are a limited number of duties (e.g. unexpected staffing changes, student complaints in summer classes, class cancellation, etc.) that may need to occur on non-contractual days.

A. The department chair shall coordinate the activities of the department and assist in integrating the work of the department with that of the rest of the college so that the department contributes significantly to the total educational program of the college. These may include, but are not limited to, the following responsibilities:

1. **Scheduling:** Coordinate the schedules submitted by the department members and develop a proposed schedule of class times and modalities for the department; review the proposed schedule with department members and with the AAd; submit a final schedule to the AAd for review and approval; assist in coordinating class schedules with other departments for support classes; inform the department of any revisions to the schedule as soon as possible. For detailed Information about prioritization, see the Scheduling Matrix (Appendix M).

2. **Budget/Planning:** Coordinate budget/planning information and input from department members as part of the ongoing departmental budget development and planning processes; disseminate information provided by the AAd. Upon request, provide information/recommendations about budgetary matters. Recommend to the responsible budget authority on matters requiring that authority's approval. Department chairs should have access to departmental budget information.

3. **Adjunct Academic Employees:** As part of the scheduling process, coordinate the employment of adjunct and hourly AEes; facilitate the evaluation of adjunct and hourly AEes per Article 24, Section 9. Will

coordinate with and advise the responsible AAd regarding adjunct/part-time hourly employment actions (i.e. hiring, supervising, firing, approving leave, and evaluating).

4. **Equipment:** Assist the AAd in establishing and maintaining a department equipment replacement schedule.

5. **Meetings:** Call and conduct a minimum of one (1) departmental meeting per quarter; communicate the date in advance to the AAd and department members; attend meetings as scheduled by the AAd; and request additional meetings as the need arises.

6. **Textbooks:** Coordinate with the AAd, per Article 3, Section 1, the ordering of textbooks used for unassigned sections of classes taught within the department.

7. **Educational Integrity:** Facilitates departmental efforts to appraise and maintain instructional integrity, such as ongoing evaluation of the department's offerings and remain informed of programs within the department; stay familiar, where appropriate, with advisory committee issues through either meeting attendance, committee minutes review, or other means; facilitate departmental AEes in establishing and assessing course and program learning outcomes, and maintaining content guides; facilitate the completion of program review by the department; become involved in curriculum evaluation and revision; monitor prerequisites to ensure proper placement and consider related student appeals.

8. **Student Issues:** Serve as the next step in appeal (after the student has met with the AEe) for resolving concerns between students and AEes; where appropriate, refer the student to the AEe to discuss instructional complaints/issues; refer concerns to the AAd when, in the department chair's best judgment, it is appropriate to do so (see Article 3, Section 24, Paragraph A); advise students regarding the appropriate venue/process for complaints involving harassment, discrimination and/or similar complaints (per Human Resources requirements).

9. **Program Coordination:** Consider and evaluate off-campus credit for transfer courses which parallel courses within their departments, course substitution, coordinate articulation agreements, and communicate chair-to-chair between campuses; and, as applicable, coordinate communication with advisory committees, and facilitate AEe input for program marketing, recruiting, and new student orientation.

10. **Information Dissemination:** Promptly disseminate information, including AEe development opportunities, received from Spokane Colleges to all members of the department.

11. **Department Representation:** Serve as a point of contact for Spokane Colleges on department-related issues, develop, write and submit information regarding department-related issues including affiliated stipends (Article 24, Section 6, Paragraph B), rewards and awards, position allocation, impacts of granted sabbaticals, special funding and related matters. Co-chairs may both attend department/division/college meetings, but will have no more than one collective vote or voice; co-chairs will only send one chair as the department representative at division chair meetings unless co-chairs and

the AAd mutually agree to include both. It is the attending co-chair's responsibility to inform the other co-chair of decisions, discussions, and any other relevant information.

B. Changes or additional responsibilities assigned to department chairs (beyond those listed above in Section 2, Paragraph A) that apply districtwide will be brought to Joint Executive Committee for discussion regarding compensation/assignment. When changes or additional responsibilities occur in a specific department that are not applicable across the district, the AAd and department chair will meet to discuss per Section 3 below. When no agreement can be reached regarding duties and stipends, such cases will be referred to the Joint Executive Committee.

C. In situations where co-chairs are elected, the co-chairs and AAd shall meet after the election (but prior to the end of that academic year) to review the initial draft of the split of the duties and responsibilities. The co-chairs shall submit to the AAd, in writing, a finalized version of the split of duties and responsibilities for the following academic year. When needed, co-chairs can revise this split of duties and responsibilities, provided any changes are given to the AAd in writing.

Section 3 - Stipend

Department chairs will be paid an annual stipend according to the department chair stipend schedule. The department chair stipend is compensation for additional responsibilities and duties that exceed those identified as professional responsibilities in Article 4, Section 4 and all time necessary to perform the department chair activities listed above in Section 2, Paragraph A.

A department chair is an AEe and must meet their professional responsibilities as listed in Article 4, Section 4 and the chair responsibilities described in Section 2 of this article. Moonlight contracts shall be considered consistent with the terms of Section 2, Paragraph A, Item 1 above and Article 4, Section 5, Paragraphs C and D. Department needs must be met first when assigning moonlight contracts.

A. **Stipend Amount**: The base pay is $2,500 annually. Department chair stipends are capped at a maximum of $15,000 for departments 25 FTEF and under, and at $20,000 for departments over 25 FTEF. The department chair stipend will be paid with the regular semi-monthly payroll.

B. **Determining the FTEF Count**: In addition to this base, department chairs will receive $475 for each full-time equivalent faculty (FTEF) member assigned to their department. For purposes of determining the department chair stipend, the average annual full-time equivalent faculty in the department shall be based on the actual average full-time equivalent annually contracted and adjunct and hourly AEes in the department with state-supported assignments (including eLearning education as defined in Article 5). These criteria apply to the current regular academic quarter as of the tenth (10th) day of the quarter. Such calculations shall be based on adjunct AEes not otherwise annually contracted.

The FTEF count will include the following:

1. Each full-time AEe within the department,

2. Each adjunct AEe's load within the department,

3. Full-time AEes (including the department chair) within the department on moonlight contracts, and

4. If not already accounted for in the above, AEes teaching courses that may be offered by an outside entity with which Spokane Colleges has an agreement.

5. One FTEF equivalent will be included in the calculation for one (1) or more state-required or college-approved program advisory committees within the department.

6. Reassignment/release within the department should not be reduced for the purposes of reporting the department chair assignment. For full-time AEes who are partially or fully released from normal responsibilities and reassigned outside of their own department,

a. If the reassignment/release is to a different department, the reassignment shall be included in the appropriate department chair's FTEF count.

b. If the reassignment/release is not to any department, it should not be included in any department chair FTEF count.

C. Release Time: Department FTEF, calculated in fall quarter and comprised of an average of the preceding winter, spring and current fall quarters, the department chair will receive release on the following schedule:

FTEF greater than/equal to 19.5 =	44.44 percent release from annual contact hours responsibilities.
FTEF between 13.5 and 19.4 =	33.33 percent release from annual contact hours responsibilities.
FTEF between 7.5 and 13.4 =	11.11 percent release from annual contact hours responsibilities.

D. Purchasing Release Time: With mutual agreement of the AAd and department chair, the stipend may be used to purchase up to one-third (1/3) release time at 50 percent of the adjunct replacement cost. Department chairs may purchase additional release time at the full cost of adjunct replacement. All reassigned time for department chairs, if authorized, will be pursuant to Article 4.

E. Co-Chair Stipends: In situations where co-chairs are elected, the co-chairs and their AAd shall meet after the election (but prior to the end of that academic year) to develop, in writing, a split of the department chair stipend and release. The total proposed stipend and release shall not exceed the total amount applicable to the department.

F. Additional Compensation: Assignments beyond those reasonably related to the duties/responsibilities outlined in Section 2 of this article, including department coordination duties required by new initiatives or projects, may be compensated separately under Article 18, Section 11 or Article 24, Section 6, Paragraph B.

Section 4 - Meeting with Administrators During the Academic Year

Department chairs shall meet quarterly with the appropriate Vice President. A calendar shall be developed at the beginning of the academic year which will provide the dates of these quarterly meetings. Meetings with the AAd and the department chairs of each division will be held monthly. Meetings between the department chair(s) and AAd(s) may be requested by either department chair(s) or an AAd(s) as the need arises. Every effort will be made by the AAd(s) to promptly disseminate pertinent information to department chairs.

Section 5 - Department Size

Departments may not be divided nor combined without prior review and discussion with the AEes in the department(s) affected.

Section 6 - Assigning Academic Employees to a Department

Excluding those teaching in continuing education, all AEes shall be affiliated with an appropriate department. Such implementation shall be referred to the Joint Executive Committee meetings.

Section 7 - Evaluation

An evaluation of each department chair will be conducted by the department members, including eligible adjunct AEes, and the AAd a minimum of once every two years. In a new department chair's first term, an evaluation will be conducted once each year. The Department Chair Evaluation form is found in Appendix F. Comments, if any, will be placed in summary format and shall not disclose the commenter. However, if they wish to do so, the AAd may meet with the chair to discuss their individual comments. When evaluations, overall, indicate a performance issue, the AAd and chair will meet to develop an appropriate remediation plan.

For co-chair arrangements, each co-chair shall be evaluated separately, and only on their appropriate duties.

Section 8 – Vacancies and Removal

A. A department chair may be removed from office subject to standards established in Article 3, Section 10. A recall petition signed by the majority of the voting-eligible department members (see Section 1, Paragraph B above) will result in a new election any time after the elected department chair has begun serving the term of office.

B. If a permanent vacancy (e.g., resignation, illness, etc.) occurs, the AAd shall call for an election within thirty (30) days of that vacancy, with the newly elected chair serving for the remainder of the academic year. An election for a normal term will then occur in the spring. If a temporary vacancy occurs due to extended illness or granted leave, the appropriate AHE Vice President shall be notified and the AAd shall call an election. The newly elected chair will serve during the vacancy only.

Section 9 - Program Lead Instructor

A. A program lead AEe may be assigned when there is a program that meets the following criteria:

1. An AAS degree or certificate granting program, and

2. A state-required or college-approved advisory committee, and

3. Specific budget that must be managed by an AEe of the program, and

4. When there is documented evidence of work described in Article 14, Section 2 that is required of a program AEe that regularly and substantially exceeds the 35-hour workweek generally expected of AEes per Article 4, Section 4.

B. The AAd, considering the recommendations of that program's AEes, and in consultation with the chair of that department, may select a program lead AEe and assign in writing a reasonable subset of those duties outlined in Section 2, Paragraph A of this article. Compensation will be a quarterly stipend of $850. When program lead AEes are asked to complete duties outside of the reasonable subset of duties assigned to them from Section 2, Paragraph A, they shall be paid an additional stipend. The program lead AEe stipend may be divided among any number of AEes in the program with the approval of the AAd. If the department chair serves as their program's lead AEe, they shall be compensated separately for that responsibility. Program and/or clinical directors cannot also be compensated as program lead AEes.

Article 15 – Retirement

Section 1 – Retirement, Sick Leave, and VEBA CTC Plan

A. Eligible retiring AEes are entitled to monetary compensation equal to 25 percent of their sick leave balance paid at the AEe's base salary rate at the time of retirement. The monetary compensation is transferred to a VEBA CTC Health Reimbursement trust account, tax free, and can be used to pay qualified out-of-pocket medical/dental premiums and other qualifying expenses.

AEes eligible for compensation for unused sick leave at retirement are required to participate in the VEBA CTC plan unless the plan is terminated by a vote of the AEe group (see Paragraph C below). As a condition of participation in the plan, AEes must sign an enrollment form which includes a "hold harmless" agreement prior to leaving employment or forfeit all rights for any compensation for unused sick leave.

Compensation for unused sick leave shall not be used in computing the retirement allowance. Therefore, no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation.

B. Contributions to an AEe VEBA CTC Health Reimbursement trust account are made by Spokane Colleges in exchange for an amount equal to 3 percent (or as amended consistent with Paragraph C below) of the AEe's base salary. Such contributions shall be made on behalf of all group AEes and shall be characterized as employer contributions. Individual contribution choices are prohibited. The contributions remain in effect unless modified in accord with Paragraph C below. Eligible AEe groups include annually contracted AEes and adjunct AEes. To be eligible for contributions, an AEe must have earned salary. To withdraw contributions, an AEe must be eligible for employer-paid insurance benefits. Contributions are considered reportable compensation for retirement reporting purposes.

C. Subject to Administrative Procedure 2.20.01-F, the VEBA plan remains in effect indefinitely until 10 percent or more of the voting group petitions for a vote to withdraw or change the plan. Spokane Colleges will notify AEes annually of the right to vote on available options. During Fall quarter, if 10 percent or more of the voting group members submit a petition by November 1 to the AHE President calling for a new vote, then within five (5) business days AHE will notify Spokane Colleges of the need for a vote and provide the supporting documentation from the petition to Spokane Colleges. Spokane Colleges will distribute a ballot, based on the petition, by November 15. The ballot shall be approved by AHE. Contribution criteria for the new plan will be based on a simple majority of the returned ballots. The new plan will take effect on January 1 of the ensuing year. Spokane Colleges retains the right to discontinue the program or call for a new vote.

Section 2 – Early Notification of Retirement

Early notification of a tenured or long-time (i.e. 5 or more years) annually contracted AEe's decision to retire or otherwise terminate their employment with Spokane Colleges is desirable so that ample time is available for selection of a replacement and/or planning for a smooth transition.

To encourage early notification, AEes are encouraged to complete the early notification agreement which contains these elements:

A. For agreements signed by both parties prior to or on November 1, for retirement to occur on or after the end of the current academic year, the following applies:

1. The current academic year will be the final 175-day contracted year of employment as an annually contracted AEe.

2. The last day of employment will be between the last faculty workday of a quarter and the first instructional day of a quarter, or by mutual agreement between the AEe and appropriate Vice President.

3. The agreement is irrevocable except in cases of unexpected financial emergency.

4. A one-time incentive payment equal to 8% of the AEe's current annual salary on the last contractual day of their last full quarter or a minimum of $6,500, whichever is higher, to be made with the last paycheck.

5. The payment does not contribute to any retirement plan.

B. For agreements signed by both parties after November 1 but prior to or on February 1, for retirement to occur on or after the end of the current academic year, the following applies:

1. The current academic year will be the final 175-day contracted year of employment as an annually contracted AEe.

2. The last day of employment will be between the last faculty workday of a quarter and the first instructional day of a quarter, or by mutual agreement between the AEe and appropriate Vice President.

3. The agreement is irrevocable except in cases of unexpected financial emergency.

4. A one-time incentive payment equal to 4% of the AEe's current annual salary on the last contractual day of their last full quarter or a minimum of $3,250, whichever is higher, to be made with the last paycheck.

5. The payment does not contribute to any retirement plan.

Section 3 – Employment as Adjunct Academic Employee Post-Retirement

Following retirement as an annually contracted AEe, the retiree may serve as an adjunct AEe. The earliest possible adjunct start date must be one day after the official retirement date.

Article 16 - Employment Screening and Selection Procedures

Section 1 - Academic Employee Screening Committee

A. Screening and selection procedures for annually contracted AEe positions will be conducted according to this article and the Spokane Colleges affirmative action policy.

B. For each open annually contracted AEe position, a screening committee will be formed, to include:

1. An AAd,

2. Three (3) AEes chosen by the members of the department in which the new AEe will serve, or a related area as identified by the department, communicated through the department chair. When possible:

a. A majority will be from the department in which the new AEe will serve.

b. Committee membership will be diversified.

3. A member-at-large (from within or outside Spokane Colleges) recommended by the AEes and AAd of the committee.

At least one committee member will be a content expert in the vacancy's discipline or in a related discipline identified by the department.

Retired, retiring, or separating AEes shall not serve on a screening committee without the express prior approval of the appointing authority.

The appointing authority shall approve the appointments. A stipend (per Section 2) may be provided.

C. The AAd shall chair the committee and be responsible for calling meetings, coordinating schedules and assignments, and preparing the committee's recommendations.

D. The committee will be advised by the Affirmative Action Officer and/or a Human Resources Office representative about comprehensive, professional screening procedures and processes. These resource persons may attend any meeting of the committee.

E. The Human Resources Office will maintain the most recent job announcements by position, and provide templates representative of these announcements to search committees. Sample announcements will indicate which elements are mandatory and which are within the purview of the committee to adapt or modify. The committee will review and adapt the sample announcement to include preferred qualifications or externally required qualifications (or both) that best meet the department's needs. Adaptations and modifications must be consistent with the Master Contract, Chapter 131-16 WAC, and Spokane Colleges affirmative action policy. The draft announcement will be reviewed and approved by the appointing authority and the Human Resources Office. Before forwarding the draft announcement to the Human Resources Office, the appointing authority will inform the committee of any changes, with reasonable time for the committee to respond, or the committee's version will be used. The Human Resources Office will inform the committee of any subsequent changes to the forwarded announcement prior to posting.

F. The committee will assist with developing recruitment strategies, advising on the scope of posting, screening applicant files, checking references, interviewing candidates, and preparing the committee's recommendations. The committee is charged with recommending three (3) finalists, in alphabetical order with strengths and weaknesses clearly delineated for each finalist, who in the consensus opinion of the committee can perform the functions of the position. If the committee is unable to recommend three finalists, the chair may request consideration from the appointing authority to waive this requirement.

G. The appointing authority shall inform the committee of offers of employment or other proposed action relative to the open position.

Section 2 - Schedule for Screening and Selection

A. The screening committee shall adopt a schedule to comply with time frames established by the chair. Every effort will be made to complete the screening committee work within the 175 contractual days.

B. In the event that screening committee meeting attendance is required on non-contractual days, a stipend will be paid. If the committee work is delayed by up to seven (7) hours over a maximum of two (2) days, the AEe members will receive a stipend of $300 for completion of the screening process. If more than seven (7) hours or more than two (2) days are required, a stipend of $600 will be paid.

Article 17 - Insurance Benefits and Payroll Deductions

Section 1 – Benefits

A. Annually contracted and other eligible AEes shall participate in one of the following retirement plans:

1. TIAA,

2. Washington State Teachers Retirement System (WSTRS), or

3. Washington Public Employees Retirement System (WPERS).

Effective July 1, 2011, new AEes with no prior WSTRS or WPERS service will be offered the option to either participate in WSTRS 3 or the TIAA retirement plan. Those AEes who have previously established membership in WSTRS can opt to continue that membership or participate in TIAA. Those with previously established membership in WPERS will be offered the option to participate in WSTRS 3 or TIAA. Those who fail to make a choice within 30 days will be defaulted into TIAA.

B. Employer-paid insurance benefits are available to annually contracted and other eligible AEes in accordance with applicable Health Care Authority.

C. Spokane Colleges agrees to keep AEes informed of insurance benefits that are available to them.

Section 2 - AHE Membership Dues Deductions

A. AHE shall have the exclusive and guaranteed right of automatic payroll deductions of membership dues for all enrolled AEes. AHE shall provide an automatic payroll authorization form to each AEe. Once an AEe has signed the automatic payroll authorization, dues deductions shall be continuous thereafter. Membership can only be terminated by submitting a resignation in writing to the Washington Education Association (WEA), as stated on the enrollment form. After receipt of written confirmation from WEA, Spokane Colleges will make every effort to implement the revocation within two (2) payroll cycles following notice. Termination does not alter an AEe's status as part of the bargaining unit as defined in Article 1. A table of prorated annual dues shall be supplied to the Spokane Colleges Payroll Office by AHE to determine monthly dues deductions. AHE will notify the Spokane Colleges Payroll Office in writing at least 30 days in advance of any changes in its fees.

B. AHE agrees to indemnify Spokane Colleges 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 Spokane Colleges for the purpose of complying with the foregoing provision of this section, provided such action has been authorized by the AEe and such authorization has not been rescinded.

Section 3 - Other Payroll Deductions

Upon appropriate written authorization from the AEe, Spokane Colleges shall deduct from the salary of the AEe those items for which Spokane Colleges is authorized to make deductions, such as but not limited to optional life insurance, long-term disability insurance, medical insurance, tax sheltered annuities, credit union or bank deductions, Combined Fund Drive deductions, and U.S. Savings Bonds deductions, provided Spokane Colleges has the capability to handle the requested deduction without additional expense to Spokane Colleges, and provided further, such deductions are consistent with applicable state regulations.

Article 18 - Salary Schedules

Section 1 - Annually Contracted Salary Schedule (175 days) — Annual Rate

Step	Fall '25 Annual Salary
1	$71,096
2	$73,073
3	$75,049
4	$77,027
5	$79,004
6	$81,996
7	$84,931
8	$87,894
9	$90,856
10	$93,819
11	$96,782
12	$99,745
13	$102,705
14	$105,668
15	$108,630

Notes to Annually Contracted Salary Schedule: Advancement

1) Increments are granted prior to any other movement according to Article 18 (Salary Schedules) and Article 19 (Salary Placement and Movement) of the current Master Contract as amended. The parties agree that during the term of this Master Contract, all earned increment movement, including promotional (tenure) steps, as defined in Article 19, will be fully funded and awarded at the start of the following academic year.

2) The parties agree that for the term of this contract (AY 2025/26, AY 2026/27, and AY2027/28), each year's legislatively approved I-732 general salary increase will be applied effective September 1 (or July 1 for AEes in Corrections) to that year's salary schedules. In AY 2025/26 and again in AY 2026/2027, $1,000 will be added to each step of the salary schedule after any legislatively approved I-732 general salary increase is applied for the year.

3) All step advancements shall be consistent with Washington state law in accordance with Articles 21 (Savings), 22 (Scope), 25 (Corrections), and 26 (Duration) of this agreement.

4) Nursing AEes see Appendix K

Section 2 - Summer School Pay Rate

A. Annually contracted AEes with assignments for the summer quarter (excluding Corrections, see Article 25) will be paid at 25 percent of their current step, up to Step 8, for a full load. All work less than a full load will be paid at a pro-rata fraction of the full load on a normal quarterly basis.

B. Part-time academic assignments, including moonlights, will be paid from the adjunct AEe salary schedule or the appropriate hourly salary schedule (see Article 24, Section 6).

C. During summer quarter, any programs offered as "for credit/self-support" will be allocated to the workload category appropriate to that program as listed in Appendix H, and all other relevant sections of the Master Contract will apply to these assignments.

Section 3 - Adjunct and Hourly Salary Schedules
(See Article 24, Section 6)

Section 4 - Stipends for Department Chairs
(See Article 14, Section 3)

Section 5 - Stipends for Advisors of Student Organizations

A. Stipend Calculation.

1. An annual stipend based on $600.00 per quarter (excluding summer) will be paid annually. This stipend is provided in compensation for basic club functions (e.g., organizing, recruiting, maintaining ASG status), club meetings, and participation in activities. In addition, there is a $200 stipend for each travel activity. A travel activity is defined as an event that occurs off campus. In the interest of safety, AEes participating in travel involving more than five (5) students may request support of an additional AEe(s) to assist with travel. These additional AEes shall receive the same $200 stipend.

2. A longevity stipend of $300.00 shall be granted at the end of the academic year in which earned for each five consecutive years of advising the same specific club (i.e. $300 at the end of each year in years 5 through 9, $600 at the end of each year at the end of years 10 through 14, etc.). A leave of absence does not impact longevity stipend calculations.

B. The following general guidelines and definitions apply:

1. The club advisor stipend is for time spent with students outside the workload defined in Article 4, Sections 3 and 4. It is expected that scheduled class time will not be used for organizational activities and meetings. Exceptions may exist but are program based and approved by the Vice President of Student Services/Affairs, or their designee.

2. Individuals receiving stipends for activity advising shall meet periodically with the Vice President of Student Services/Affairs, or their designee.

3. Club advisors are expected to be present for club meetings, and, when possible, should be present for club activities.

4. For compensation to be processed, club advisors must submit a year-end summary in the format of the AEe's choosing to the director of student activities. To ensure appropriate compensation, the summary should be sure to include qualifying travel and qualifying trainings.

C. Advisor positions are voluntary and are not considered part of the AEe's assigned professional responsibilities as defined in Article 4, Section 4.

D. Advisors can be required to complete up to three 90-minute trainings related to their role as a club advisor. Participation in trainings will be compensated at $50.00 per training. Each club advisor will be notified by the Vice President of Student Services/Affairs, or their designee, at the beginning of the academic year (or within 2 weeks a new club advisor's appointment) of the required trainings for their specific club.

E. The AAd, as defined in the Spokane Colleges Governance Model for Services and Activities Fees, is responsible for the selection of advisors to student clubs and organizations. On or before October 1 of each academic year, the AAd will identify advisor vacancies. Advisor positions are offered first to interested AEes. Notice of known vacancies will be provided to the appropriate AHE Vice President, who will be responsible for seeking and submitting a list of interested AEes to the AAd within ten (10) working days of the request. If no list is provided within ten (10) working days, the offer will be extended to non-AEes. If the offer is given to a non-AEe, it shall be treated as a vacancy the ensuing year and reoffered first to AEes.

1. **Mid-year vacancies:** In the event an advisor vacancy occurs during the academic year, the AAd will send a notice of vacancy to the appropriate AHE Vice President, who will have ten (10) working days from the date of notification of the vacancy to submit a list of interested AEes to fill the vacancy. If no response is provided, the offer will be extended to non-AEes consistent with Paragraph E above.

2. **Student concerns:** Student concerns regarding an advisor shall be processed by the student concerns process (Article 3, Section 24) with the exception that concerns should be processed through the AAd of student activities. Concerns not resolved at this level should be forwarded to the appropriate Chief Student Services Officer.

3. **Advisor removal:** An advisor may be removed from the position subject to standards established in Article 3, Section 10.

Section 6 - Stipends for Coaches and Assistants

Positions: Group 1— Head Coaches	Annual Stipend
Basketball	$15,000
Baseball	$15,000
Track	$15,000
Soccer	$15,000
Volleyball	$15,000
Softball	$15,000
Strength/Conditioning	$15,000

Positions: Group 2— Head Coaches	**Annual Stipend**
Cross Country	$12,000
Tennis	$12,000
Golf	$12,000
Positions: Group 3— Assistant Coaches	**Annual Stipend**
Volleyball	$5,250
Baseball	$5,250
Soccer	$5,250
Track	$5,250
Softball	$5,250
Basketball	$5,250
Strength/Conditioning	$5,250
Positions: Group 4— Assistant Coaches	**Annual Stipend**
Cross Country	$4,200
Golf	$4,200
Tennis	$4,200
Positions: Group 5— Head Coaches	**Annual Stipend**
Timber Sports	$3,320
Positions: Group 6 — Assistant Coaches	**Annual Stipend**
Timber Sports	$2,155

The above amounts shall be reviewed annually, based upon the general salary agreement of the parties per Article 26, Section 2.

Coaching Incentives

1) To encourage stability in coaching, coaches will receive the base stipend plus an additional $1,500 per year incentive for head coaches in Group 1 upon the completion of every three years holding the same head coaching position and a commitment to three additional years coaching. Head coaches in Group 2 will be paid the base stipend plus an additional $1,125 per year incentive for every three years of holding the same position and a commitment to three additional years coaching. Total incentive will not exceed $10,500 per year. Longevity in position will begin with ratification of the 2008-11 contract. Any break in service not approved by the District Director of Athletics or not considered an approved leave of absence will terminate the incentive stipend. Breaks include transfer to another sport or activity.

2) Coaching positions can be terminated by either party for mutually agreed upon circumstances, and unilaterally by Spokane Colleges for just cause using due process. An AEe may cease coaching during the 3-year commitment of the position in question only upon extenuating circumstances or mutual agreement. Coaches will make all efforts to otherwise terminate their coaching positions with one year's advance notice. If, at the end of the 3-year commitment, a coach feels they would be unable to complete the next successive 3-year commitment, the coach may, upon mutual agreement, continue to coach and receive the base stipend plus the previous incentive amount attained.

	Compensation	Incentive
Year 1	Base Stipend	Make 3-year commitment
Year 2	Base Stipend	
Year 3	Base Stipend	
Year 4	Base Stipend	Plus $1,500 (Group 1) or $1,125 (Group 2) for fulfillment of a 3-year commitment and committing to an additional three years
Year 5	Base Stipend	Plus $1,500 (Group 1) or $1,125 (Group 2)
Year 6	Base Stipend	Plus $1,500 (Group 1) or $1,125 (Group 2)
Year 7	Base Stipend	Plus $3,000 (Group 1) or $2,250 (Group 2) for fulfillment of a 3-year commitment and committing to an additional three years
Year 8	Base Stipend	Plus $3,000 (Group 1) or $2,250 (Group 2)
Year 9	Base Stipend	Plus $3,000 (Group 1) or $2,250 (Group 2)

Section 7 - Stipends for Allied Health Program Directors

A minimum annual stipend of $5,000 will be paid to AEes in accredited allied health programs who have been designated program directors in recognition of the program accreditation responsibilities which require activities beyond the thirty-five (35) hour work week. If a program director believes release time or a higher stipend is appropriate, or if a program's accrediting body has a suggested, recommended, or required release time for a program director, the AAd will work with the AEe to determine the appropriate stipend or release time. AHE may be part of those conversations if requested by the AEe. Programs with summer responsibilities shall receive additional compensation for summer.

Section 8 - Stipends for Allied Health Clinical Education Director

A minimum of 10 percent quarterly workload will be assigned to AEes in an accredited allied health program that requires a Clinical Education Director. This is in recognition of the program accreditation responsibilities required, such as but not limited to: scheduling students into clinical sites, coordinating with clinical sites managers, assisting in setting up preceptors, maintaining and developing clinical agreement/contracts, conducting student orientations to site with appropriate paperwork and clinical documentation, making provisions for computer documentation or other paperwork (currently EPIC and MEDITECH), maintaining appropriate numbers and sites with a trained preceptor, working with the program director on accreditation

reports, submitting clinical syllabi, rescheduling, and handling on-site issues that are contract related. These duties are in addition to any duties the AEe has as instructor in these program and program classes.

Section 9 - Stipends for Program Lead Instructor

(See Article 14, Section 9)

Section 10 - Study Abroad Program and Compensation for Related Duties

Study abroad programs include any number of arrangements by which students complete part of their educational program outside of the United States. Program guidelines, including compensation for associated duties, are as outlined by Administrative Procedure 4.70.01-B.

Section 11 - Special Project Stipend

A project stipend may be provided to annually contracted AEes for extraordinary and other special circumstances beyond the expected regular AEe workload. (For Adjunct Project Stipends, aka "affiliated stipends," see Article 24, Section 6, Paragraph B). A special project must have a definable beginning and end. This section is inappropriate for ongoing assignments. An AEe may apply for a special project to the AAd, who shall consider and approve the project as appropriate for this section, or the AAd may authorize the stipend as a part of any assigned project. AHE will be given a list each year (before the start of Fall quarter) of all special project stipends paid during the prior academic year.

Compensation agreements for course design, refreshment, and maintenance should be mutually negotiated prior to the commencement of the work. The AEe developer is entitled to an AHE representative during such negotiations.

Section 12 - Compensation for Prior Learning Assessment

Duties related to the evaluation of prior learning credit (see Article 4, Section 5, Paragraph G), including portfolio evaluation and challenge testing (including test creation, administration and scoring) will be compensated at $25 per credit attempted by the student. This rate applies without regard to the number of credits ultimately awarded. Validation of crosswalks will be paid separately via special project stipend (Section 11 above).

Section 13 - Compensation for College in the High School

College AEes will be compensated $600 for the development and mentorship of each class taught in the K-12 semester for CiHS credit (see Article 4, Section 5, Paragraph H). AEe mentors will be reimbursed for vicinity travel/sustenance and paid at the non-instructional mode per hour (per Article 24, Section 6, Paragraph C) for travel to rural sites that occurs outside of the AEe's total weekly responsibilities.

Section 14 - Compensation for Independent Study and Directed Self-Study Courses

A. Independent study (see Article 4, Section 5, Paragraph N) shall not be included in workload computations. Approved independent study contracts shall be paid on the basis of $50 per credit, per student participant, per quarter.

B. Directed self-study (see Article 4, Section 5, Paragraph O) shall not be included in workload computations. Directed self-study contracts shall be paid on the basis of $100 dollars per credit, per student participant, per quarter.

Article 19 - Salary Placement and Movement

Section 1 - Requirements for Initial Employment for Tenured, Annually Contracted AEes

A. All new liberal arts AEes, including counselors and librarians, must have an earned master's or doctoral degree from an accredited institution, with emphasis in their teaching area.

B. If no master's degree exists in the teaching area, the appointing authority (College President or Chancellor) may grant a one-time exception. When such exception is granted, the appropriate Vice President and the AEe will develop a plan to obtain a master's degree or equivalent.

C. All new adult education AEes must have an earned master's degree in adult education or a related field from an accredited institution.

D. All new professional/technical AEes must have (per WAC 131-16):

1. An earned master's degree from an accredited institution appropriate to the position, or

2. An earned bachelor's degree from an accredited institution appropriate to the position and professional field expertise appropriate to the position, or

3. If neither a master's or bachelor's degree appropriate to the position is generally available (as determined by the appointing authority), then the AEe shall be particularly qualified to provide instruction by possession of all of the following:

a. Sufficiently broad and comprehensive training in the field, and

b. Appropriate, industry-recognized certification when available, and

c. Two years of relevant, current work or teaching experience that particularly qualifies the AEe to provide instruction in the area of specialization.

E. All new dually certified AEes must:

1. Have a master's degree with emphasis in their teaching area, and must be able to meet state professional/technical certification requirements, or

2. The department, with concurrence of the appointing authority, may propose a generally recognized industry standard professional certification/license as a minimum qualification, in lieu of a master's degree.

F. The appointing authority will, at the time of hire, inform new AEes in programs requiring special licensure and/or certification that specific circumstances exist. The appointing authority is also responsible for ensuring that affected AEes are kept informed in a timely manner of these special circumstances and in no case later than February 1 of the calendar year in which the license/certification expires (see also Article 3, Section 13). AEes in programs requiring special licensure or certification must meet and maintain all minimum requirements of the appropriate licensing or accrediting body, and/or SBCTC regulations for professional/ technical educational certification.

Section 2 - Requirements for Initial Employment for Non-Tenured, Annually Contracted AEes

Section 1 requirements apply to annualized AEes, with the exception that where a master's degree is required, an annualized AEe in the final year of a master's program may be granted an exception by the appropriate Vice President, provided the AEe obtains a related master's degree prior to employment contract renewal.

Section 3 - Placement of New AEes on the Salary Schedule

A. The appointing authority may place a new AEe on salary schedule Steps 1, 2, or 3. Based on (but not limited to) listed qualifications for the position, placement shall be:

1. Step 1 for those who meet the minimum qualifications.

2. Step 2 for those who meet a subset of the preferred qualifications.

3. Step 3 for those who meet (or exceed) the preferred qualifications.

B. Placement of new AEes in qualified High Demand areas differs from the placement of other AEes as outlined in Article 19, Section 3, Paragraph A. High Demand compensation was funded beginning in Academic Year 2020-21 by specific legislative action. AEes hired with a start date of AY 2020-2021 or after who are teaching in qualified High Demand areas, may be placed on the salary schedule at Steps 4, 5 or 6. Based on (but not limited to) listed qualifications for the position, placement shall be:

1. Step 4 for those who meet the minimum qualifications.

2. Step 5 for those who meet a subset of the preferred qualifications.

3. Step 6 for those who meet (or exceed) the preferred qualifications.

C. New AEes may appeal initial placement prior to commencing employment with Spokane Colleges (and up through their first year of employment) with AHE representation.

D. Exceptions to initial salary placement beyond Step 3 (or beyond Step 6 for AEes teaching in qualified High Demand areas) may be made in instances where the appointing authority determines that such action would be in the best interest of Spokane Colleges.

E. However, an AEe's education, experience, or both cannot be used for initial placement beyond Step 3 and then used again for subsequent step movement when the AEe reaches Step 6 (the "gate"). The appointing authority and the AEe will, at the time of hire, agree to and sign documentation to this effect.

F. AHE will be notified of all new hires and their initial placements. (See also Article 8, Section 14).

Section 4 - Salary Step Advancement

AEes may advance one (1) salary step every two years, provided the AEe:

1. Completes one Spokane Colleges training program from Paragraph A, Item 1, one training program from Paragraph A, Item 2, one training program from Paragraph A, Item 3, and one training program from Paragraph A, Item 4 below, and

2. Submits, *by June 30* of each year, an annual summary of their professional development activities (see Paragraph B below)

A. Spokane Colleges Training Programs: During each salary step advancement period, the AEe is expected to complete and receive credit for one training program from 1, one training program from 2, one training program from 3, and one training program from 4 below:

1. Family Educational Rights and Privacy Act (FERPA)/Washington State Ethics Law
2. AEe Instructional/Service Development
3. Spokane Colleges Safety and Security Practices
4. One additional Spokane Colleges training program of the AEe's choosing (a.k.a. "A la Carte")

Prior to being offered, training programs will be reviewed by the Joint Executive Committee.

AEes may complete trainings in person or may complete online versions of each training program, available 24/7 from July 1 through June 30. Online versions will not exceed 50 minutes in duration. Additional Spokane Colleges offered programs, provided in a variety of formats, may also be used for advancement credit. The Human Resources Office will assign all programs to a category per this section. Verification of attendance/completion will be obtained by customary means and credit awarded.

NOTE: New annually contracted AEes must attend the New Faculty Orientation (per Article 8, Section 14) in person to receive their first step advancement, and the New Faculty Orientation shall count as their A La Carte training.

AEes will be able to verify online when they have successfully completed sessions. Prior to May 15, the Human Resources Office will send a message to all AEes informing them how to check their progress toward step advancement.

Spokane Colleges training programs may also be used as an activity for purposes of professional/technical certification, consistent with Section 8 of this article.

NOTE: If an AEe is the supervisor of record for paraprofessional staff (per Article 3, Section 17, Paragraph B), then completion of Spokane Colleges supervisory certification training program is required (per Administrative Procedure 2.00.01-B and WAC 357-34). Supervisory certification counts as a Spokane Colleges training under Paragraph A, Item 4 (a.k.a. "A la Carte"), with the exception that the format and length are mandated by the State of Washington.

In the event an action is filed against an AEe for performance of the duties of their employment, the AAd(s) will recommend indemnification to the Board of Trustees, provided the AEe has completed the appropriate training programs and has made a good faith effort to comply with the rules, regulations, and procedures contained therein.

B. Summary of AEe Professional Development Activity: To advance a salary step, the AEe will annually submit, ***by June 30***, a summary of their professional development activities for that year. (See also Article 10, Section 5, Paragraph B).

For purposes of salary step movement, the annual summaries will list the successful completion of at least one (1) professional activity per year representing skills improvement, maintaining currency in the area(s) of professional responsibility, demonstrating community activism or service, and validating the importance of life-long learning. Professional development activities need only be listed, and former criteria of hours spent, justification, agendas, and reading lists are not required.

Annual summaries submitted for step advancement will be acknowledged by the AAd as received, but not otherwise assessed, scored, challenged, or negatively evaluated.

C. AEes who have not been evaluated, per Article 10, or whose evaluations have been delayed for reasons beyond their control, shall not be prevented or delayed from an earned salary step movement.

D. Per Article 3, Section 12, Paragraph B, employment contracts issued prior to the conclusion of salary negotiation may be based on the AEe's salary currently in effect but noting that the stated salary will be adjusted consistent with the outcome of those negotiations.

E. When new full-time faculty are hired as an adjunct prior to their full-time position, the certification date for step advancement will be effective 60 days prior to their full-time start date to receive credit for mandatory trainings.

Section 5 - Time on Step

For purposes of step advancement, AEes hired after the beginning of an academic year will be credited a full year of time-on-step only if employed 87 or more contractual days during their first year of employment. Otherwise, time-on-step will commence the following year.

Section 6 - Tenure Step

In recognition of the additional responsibilities of tenured AEes, AEes initially placed on Step 1 through Step 6 will receive one (1) step advancement at the start of the next fall quarter after tenure has been granted. This

tenure step will be in addition to any regular increment step that may have been earned and will not impact time on step. AEes initially placed on Step 7 or higher will not receive a tenure step advancement. The tenure step may be used to advance an AEe on Step 6 through "the gate" (see section 7 below).

In situations when an AEe's tenure step and a regular step movement are applied at the same time, the step movement from the tenure step shall be applied first, and then the regular increment move shall be applied second.

Section 7 - Step Advancement at and Beyond Step 6

Upon completing Step 6 (i.e. "the gate"), or upon earning tenure while on Step 6, AEes may advance multiple steps based upon the following:

A. AEes who have an earned doctoral degree from an accredited institution, or who have 8 years of related professional experience earned prior to appointment to a full-time AEe position at Spokane Colleges, will be advanced three salary steps and move from Step 6 to Step 9.

B. AEes who have an earned master's degree from an accredited institution, or have 4 years of related professional experience earned prior to appointment to a full-time AEe position at Spokane Colleges, will be advanced two steps and move from Step 6 to Step 8.

C. Related professional experience is considered to be holding a position of responsibility that directly relates to the skills needed while in Spokane Colleges employment.

1. One year's related professional experience in an academic setting is considered to be a full load per teaching category where the AEe has full responsibility for the class setting.

2. Two calendar years of half-time teaching/employment equate to one year of related professional experience.

3. One year's related professional experience outside academia is considered to be 2,080 compensated hours per year.

4. Unless previously used for advanced step placement under this article, current AEes may use past Spokane Colleges adjunct AEe, classified, or exempt experience as "related professional experience."

The appointing authority will review and resolve issues regarding related professional experience. After attainment of Step 7 or higher, earning a first or supplemental academic degree from an accredited institution of higher education will result in one additional step movement, effective the following academic year, per degree earned. This earned additional step movement will not impact time on step.

NOTE: Nursing AEes see Appendix K.

Section 8 - Professional/Technical Certification

A. Certification: Certification is a condition of continued employment for all professional/technical education personnel, per WAC 131-16-094.

B. Initial Certification and Three-Year Professional Development Plan: The institution's chief professional/technical AAd will issue initial certification to new professional/technical AEes at the time of hire. Initial certification lasts three years and requires the AAd and the AEe (with approval by the chief professional/technical AAd) to develop a professional development plan during the first quarter of employment.

This plan identifies priorities for the AEe's professional growth in the skill standards listed in Paragraph C of this section. The initial plan activities will include, at a minimum:

1. Attendance at quality instructional skills course(s) or program(s) which focuses on identified professional development skill standards (equals 1 activity per course/program). The chief professional/technical AAd may exempt this requirement if they determine it appropriate.

2. If first aid certification is required, one first aid course to include specific training in CPR and bloodborne pathogens and resulting in first aid certification during the first quarter of employment, or if first aid certification is not required, another activity during the 3-year plan (equals 1 activity).

3. Attendance at the new professional/technical AEe orientation per WAC 131-16-093 (equals 1 activity).

4. Initial certification is not renewable. The college's or unit's chief professional/technical AAd is responsible for ensuring the courses, training, or programs listed above are available annually.

C. Standard certification: Standard certification shall be issued by the chief professional/technical AAd only upon completion of the requirements of the initial certification's professional development plan. Standard certification must then be renewed on a five-year cycle thereafter.

To maintain standard certification, the professional/technical AEe and the AAd must mutually develop, and the chief professional/technical AAd must approve, a professional development plan (see Appendix J) consistent with the provisions of WAC 131-16. The AEe must complete the plan prior to the next cycle. Each plan will focus on professional development priorities that advance the following skill standards:

1. Managing learning environments
2. Developing outcomes, assessments, and curricula
3. Developing and reviewing programs
4. Providing student instruction
5. Providing support and guidance to students
6. Performing administrative and program management functions
7. Creating and maintaining a professional environment
8. Promoting the program and collaborating with college administration on student recruitment

D. Five-Year Professional Development Plan for Standard Certification: Using the skill priorities listed in Paragraph C of this section and the professional development plan form (Appendix J), the professional/technical AEe shall develop an individualized plan for each five-year cycle.

At a minimum, the plan shall:

1. Address the AEe's ability to provide student instruction, manage learning environments, and develop outcomes, assessments, and curricula;

2. Require completion of no fewer than five (5) professional development activities that demonstrate achievement of the skill priorities identified; and

3. Identify each activity's anticipated measurable outcome and anticipated completion date.

Completion dates are intended to allow the AEe to monitor their own progress. One activity may apply to multiple skill priorities.

E. Activity completion: Each professional/technical AEe is responsible for documenting how accomplished activities satisfy their development plan. The chief professional/technical AAd is responsible for certification, via the standard approval form (Appendix I) or the annual Summary of Professional Development Activity.

Article 20 - Grievance Procedure

Section 1 - Definition and Procedure

Prior to starting the grievance process, the parties should make every effort to resolve any problems informally. A grievance is hereby defined as a complaint by an AEe(s) or AHE regarding the interpretation or application of the terms of this contract by Spokane Colleges. An individual AEe or group of AEes shall have the right to present grievances in accordance with Article 3, Sections 9 and 10. All grievances shall be processed through the AHE President, or their designee. Working day, as used in this article, shall mean an AEe contracted day. (Between spring and fall quarters, working day shall mean calendar days exclusive of holidays and weekends). Such grievances shall be handled in the following manner:

A. At step one, the grievant and the AHE representative, if requested by the grievant, may orally present the alleged grievance to the AAd. Resolution, if any, shall be reduced to writing, and a copy forwarded to AHE and the Chief Administration Officer. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated, and signed by the AEe and the AHE representative and shall state the specific factual basis of the grievance, the provision or provisions of the contract involved, and the remedy sought (per Appendix G). The College President shall be given the written and dated original grievance. The College President shall answer the grievance in writing within fifteen (15) working days thereafter and shall concurrently send a copy of the grievance and the answer to AHE.

B. At step two, if no settlement is reached at step one, the written grievance may be submitted to the Chancellor, or their designee, provided it is filed with the Chancellor, or their designee, not more than ten (10) working days after it is answered in step one. In the spirit of problem-solving, there shall be at least one meeting with the AHE representative(s) prior to any decisions. A representative(s) of AHE shall be present at any meeting called to consider the grievance at this step. The Chancellor, or their designee, shall send their written answer to AHE within fifteen (15) working days. Such answer shall be deemed to be the position of Spokane Colleges.

C. At step three, if no settlement is reached at step two, by mutual agreement the matter may be referred to mediation, or AHE at its sole discretion within twenty-five (25) working days after the date of the step two answer may request by written notice to the Chancellor and the American Arbitration Association that the grievance be arbitrated, provided the grievance presents an arbitrable matter as herein defined.

Section 2 - Time Limits

With respect to Section 1 of this article, the following time limits are established:

A. Any grievance not presented in writing as provided in step one (or step two at the discretion of AHE) of Section 1 above within twenty-five (25) working days after the grievant becomes aware of the facts on which the grievance is based shall be waived for all purposes.

B. Other time limits may be extended by written mutual agreement of the parties.

Section 3 - Arbitration Rules

A. Matters subject to arbitration shall be referred to the American Arbitration Association under voluntary rules except that the selection of the arbitrator shall be by alternately striking an equal number of names. The party to strike first shall be determined by flipping a coin. Expedited rules and procedures of the American Arbitration Association may be utilized upon the written consent of the parties.

B. Grievances initiated during the duration of this contract shall be fully processed in accordance with the terms of this article.

C. Past practice claims concerning matters not specifically and expressly covered by this contract shall have been consistently applied and mutually understood over a significant period of time.

D. The decision of the arbitrator shall be final and binding upon Spokane Colleges, AHE, and the AEe(s) affected consistent with the terms of this contract.

Section 4 - Jurisdiction of Arbitration

Jurisdiction of the arbitrator is limited to the following:

A. All terms and conditions of this contract and any letter or memo of understanding added to this contract signed by AHE and Spokane Colleges are subject to arbitration.

B. An arbitrator has jurisdiction to interpret specific terms of this contract which are applicable to the particular issue presented, but such jurisdiction shall not give the arbitrator authority to supplement, modify, or amend any terms or conditions of this contract.

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

D. Upon request of either party, the merits of a grievance and the procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator who shall resolve the arbitrability of a grievance before hearing the merits of the grievance. In order for either party to claim the grievance is not arbitrable, such a claim(s) must be made known to the other party along with the supporting reasons at the step two level.

E. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

Section 5 - Arbitrator Fees
The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 6 - Grievance Participation
All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Requests by AHE for information needed for processing any grievance shall not be unreasonably denied. Grievance hearings shall be conducted during normal working hours consistent with minimal interference of instructional duties. AEes testifying in such hearings shall suffer no loss of pay.

Article 21 - Savings Clause

Section 1 - Applicable Federal and State Laws
This contract shall be contingent upon legislative authorization and funding; all present and future applicable state and federal laws; and those external rules, regulations, and orders having the full force and effect of law. In the event of a conflict between the above and the requirements of this contract, the above shall prevail over the contract language.

Section 2 - Invalidation
Should any provision or provisions become unlawful by virtue of Section 1 above, or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire contract. If any provision is held invalid, Spokane Colleges and AHE shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

Article 22 - Scope of Agreement

Section 1 - Contract Supremacy
This contract constitutes the negotiated agreements between CCS and AHE and supersedes any previous agreements or understandings, whether oral or written, between the parties. This contract shall supersede any rules, regulations, or policies as found in the Board Policy Manual, resolutions, or practices of CCS which shall be contrary to or inconsistent with its terms to the extent of the conflicting areas only.

Section 2 - Contract Limits
Agreement expressed herein in writing constitutes the entire contract between the parties, and no oral statement shall add to or supersede any of its provisions.

During the term of this contract, only agreements executed in writing and signed by both the AHE President and the Chancellor, as delegated by the Board of Trustees, will be considered valid modifications of this agreement. Such agreements will be maintained in two official files, one in the Human Resources Office and the other with the AHE President. Such agreements shall not extend beyond the term of this contract unless expressly extended in writing and signed by both the AHE President and the Chancellor. No other agreement, oral or written, will be considered enforceable on either party.

Section 3 - Contract Closure
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 contract. Therefore, except as specifically stated in Articles 18 (Salary Schedules), 21 (Savings), 22 (Scope), and 26 (Duration), Spokane Colleges and AHE for the duration of this contract each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this contract, unless mutually agreed otherwise.

Section 4 - Contract Exclusions
Nothing contained herein shall be construed to deny or restrict to any AEe rights and responsibilities they may have under the laws of Washington State and the United States or other applicable regulations.

Section 5 - Contract Effects on Academic Employee Contracts
All AEe contracts shall be issued subject to and consistent with Washington state law and the terms and conditions of this contract.

Section 6 - Contract Negotiation of Subcontracting
Upon the request of AHE, Spokane Colleges agrees to negotiate the effects of subcontracting.

Article 23 - Impasses Procedure

Section 1 - Utilization of Impasse Procedure
For the duration of this contract, the parties agree to utilize the impasse procedure as currently written or mutually modified by the parties.

Section 2 - Impasse Mediation
If the parties are unable to reach agreement within twenty (20) days prior to contract expiration, then an impasse shall be declared, and a mutual request for assistance shall be filed with the Public Employment Relations Commission (PERC) to secure the services of a PERC-appointed mediator or any other mediation service mutually agreed to.

Article 24 - Adjunct AEes

Section 1 - Scope of Article 24
This article refers only to adjunct AEes of Spokane Colleges, and provisions in the contract shall not be construed to include adjunct AEes except those contained herein.

Section 2 - Definition of Adjunct Academic Employees

A. Adjunct AEes shall mean all individuals defined by Article 1, Section 3, Paragraph B.

B. Adjunct AEes are recognized as essential, professional contributors to the educational mission of Spokane Colleges and play an essential role in providing students with a quality and affordable education. Adjunct AEes make major contributions to student learning, program excellence, and in furthering the mission of community and technical colleges. Spokane Colleges encourages the involvement of adjunct AEes in the ongoing operation of the colleges and the district, and in shared governance activities. Spokane Colleges is committed to establishing a full-time/part-time AEe ratio that is fair and that enables the colleges to provide quality education. Each college shall periodically assess its use of adjunct AEes per accreditation standard 4.A.10 and develop a plan for adjustment of full-time/part-time ratios, as determined appropriate, given this commitment and consistent with this standard and best practices established by the SBCTC.

C. The terms of Article 24 shall also be fully applicable to annually contracted AEes during such time that they are performing duties beyond those required to maintain full-time status.

D. It is recognized that adjunct AEes are solely responsible for teaching assigned classes, which is generally agreed to include the following responsibilities:

1. Meeting scheduled classes at scheduled times,

2. Class preparation and for assessing students, and

3. Student consultation.

Adjunct AEes are welcome to participate in appropriate departmental, division, and other college/district meetings and events.

Section 3 - Limitations of Adjunct Employment

A. Employment in an adjunct position or combination of such positions shall not constitute full-time employment with Spokane Colleges.

B. All parties understand that adjunct AEe assignments are temporary, non-continuous, and less than full time and shall not be considered a career path to annually contracted academic positions with Spokane Colleges.

Section 4 - General Provisions Applicable to Adjunct Academic Employees

The following provisions shall be applicable as specified:

A. Articles 1 (Recognition), 2 (Management Rights), 8 (AHE Rights), 14 (Department Chair), 21 (Savings), 22 (Scope), 23 (Impasse), and 24 (Adjunct) are applicable as written.

B. Article 3, Sections 1, 2, 3, 4, 5, 6, 9, 11, 13, 14, 15, 18, 19, 20, 21, 22, 23 and 24 are applicable as written.

C. Article 3, Section 10 (Right to Due Process) shall be applicable during the time between the beginning and ending date specified in the individual contracts and shall not apply to any renewals of such assignments. In case of funding or enrollment problems, due process shall not be applicable until after the first three (3) class meetings. This exclusion of due process does not exclude just cause.

See Section 8 regarding Associate AEes.

D. Article 7, Section 2 (Bereavement Leave) and Section 5 (Civil Duty Leave).

E. Article 3, Section 12 (Individual Contracts) shall not be applicable. However, all adjunct AEes (excluding timesheet assignments) shall be supplied an individual contract delineating the contract pay, the duration of assignment, and other relevant data.

F. Article 13 (Reduction-in-Force) shall not be applicable to adjunct AEes; provided, however, past service, qualifications of the AEe, and program requirements shall all be considered regarding any reduction of AEes.

G. Article 19, Section 1, Paragraph D applies to all professional/technical adjunct AEes. Article 19, Section 9, Paragraph C applies to all adjunct professional/technical AEes teaching two-thirds (2/3) full-time load or more for the equivalent of three quarters, excluding summer.

H. Article 19, Section 1, Paragraphs A and F apply to non-professional/technical adjunct AEes, with the exception that when the adjunct AEe is assigned to one third (1/3) or less of a normal annual load, they may minimally qualify with a bachelor's degree from an accredited institution in the field of that position's educational service and appropriate professional expertise. If a separate program accreditation dictates adjunct qualifications beyond those outlined above, those program standards will apply.

I. Article 19, Section 1, Paragraph C applies to all adult education adjunct AEes with the exception that the adjunct may alternately qualify with a bachelor's degree from an accredited institution and professional experience necessary to carry out their assigned instructional responsibilities.

J. Article 20 shall be applicable to adjunct AEes regarding the administration of the terms of this article.

Section 5 - Adjunct Academic Employee Workloads and Compensation

A. Adjunct AEe workloads shall be assigned as follows:

1. Adjunct AEes normally have a maximum workload assignment of 90 percent of a 100 percent load each quarter as defined in the adjunct salary schedule (see Section 6) and 270 percent maximum annual workload for fall, winter, and spring quarters combined. All contracted, in-class assignments within Spokane Colleges are cumulative in determining the total percent load. These maximum workloads have been established to ensure that adjunct AEes are appropriately utilized consistent with Sections 2 and 3 of this article, and the AAd will monitor adjunct total workload considerate of this intent.

2. Adjunct AEes contracted for fifteen (15) or more contact hours per week shall be eligible for one (1) paid office hour per week in addition to the established contact hours. Utilization of such office hour shall be arranged with the AAd and will not count against maximum load.

3. Adjunct AEes shall not have an offered quarterly assignment canceled two (2) weeks prior to contracted assignment to accommodate a full-time AEe's moonlight contract. Where full-time assignment is necessary to maintain that full-time AEe's load requirement, the adjunct assignment may be canceled.

4. Adjunct AEes shall be paid the appropriate portion of their contract for meeting a credit class that is subsequently canceled.

B. Benefit eligibility

1. Insurance: Adjunct AEes with in-class teaching assignments that are equal to or exceed the following workload requirements shall receive insurance benefits per Article 17, Section 1, Paragraph B, starting the second consecutive quarter:

Category	Average Contact Hours Per Week for the Quarter
A	7.5
B	9.0
C	10.0
D	11.0
E	11.5
F	12.5
G	14.0
H	17.5
I	15.0

2. **Retirement:** Adjunct AEes with in-class teaching assignments that are equal to or exceed the following workload requirements are eligible for retirement benefits per Article 17, Section 1, Paragraph A, starting the second consecutive quarter:

Category	Average Contact Hours Per Week for the Quarter
A	7.5
B	9.0
C	10.0
D	11.0
E	11.5
F	12.5
G	14.0
H	17.5
I	15.0

3. Counselor and librarian assignments are considered in-class teaching for these purposes.

C. Development Leave

1. Leave with pay may be allowed at the discretion of the College President, or their designee, to enable adjunct AEes to make visitations to observe methods, approaches, and techniques for the purposes of coordinating programs and improving instruction and/or service to students. Spokane Colleges may pay the expenses incurred by such visitations to the extent authorized by law and other applicable regulations.

2. At the discretion of the College President, or their designee, adjunct AEes may attend state, regional, and national meetings or conferences of their academic disciplines or occupational specialties. Spokane Colleges may pay the expenses incurred by such visitations to the full extent authorized by state laws and local regulations as now existing or hereafter amended.

3. AHE Leave as outlined in Article 8, Section 10 may also apply.

D. Adjunct AEe Sick Leave

1. **Sick Leave Accrual**: Adjunct AEes are eligible for sick leave as follows:

   a. Following the first quarter of employment, adjunct AEes shall begin accruing sick leave in proportion to their teaching commitment for that quarter.

   b. Adjunct AEes will earn the prorated portion of 5.32 hours of sick leave per month for each month of a contracted in-class teaching assignment. Adjunct AEes on contracted assignments will earn one hour per month for every hour worked in an average day for that month. Adjunct counselor and librarian assignments are considered in-class teaching for these purposes. Leave will be accrued at the end of each academic quarter and posted to the AEe's sick leave account. At no time shall the total hours of sick leave earned per month exceed 7 hours.

c. Sick leave accrued according to this article will accrue from year to year without limit, provided the adjunct AEe maintains active employment. An adjunct AEe returning to Spokane Colleges employment within three years following active employment may petition for reinstatement of their previously accrued sick leave balance. Failure to petition for reinstatement of sick leave within the first year of reemployment will result in the loss of any previously accrued sick leave.

d. Adjunct AEes completing a time sheet will accrue sick leave at the rate of one hour for every 40 hours worked. The combination of the sick leave accrued from the contracted assignment and the hourly time sheet sick leave earned may not exceed seven (7) hours per month.

2. **Sick Leave Use**: Accrued sick leave shall be allowed on contractual days consistent with Article 7, Section 1, Paragraph B, Items 1 through 8.

3. **Shared leave program**: Adjunct AEes may participate in the shared leave program pursuant to the conditions of state law and Spokane Colleges policy.

4. **Compensation for Sick Leave**: The provisions of Article 7, Section 1, Paragraph E, shall apply to remuneration for unused sick leave for adjunct AEes to the extent provided by law.

E. Personal Leave

Benefit-eligible AEes will earn personal leave hours per quarter equal to one day (20 percent of normal weekly contact hours) as defined by their quarterly contract (including summer quarter). Leave can be used for purposes not otherwise covered by this article, provided student assignments are given and there is no additional cost to Spokane Colleges. Personal leave can be taken in hourly increments. When less than a full day of personal leave is taken, it shall be deducted on an hourly basis. Balances do not accrue from quarter to quarter, except for Associate AEes, whose balances will accrue within that academic year.

AEes are to obtain approval from the AAd prior to taking personal leave, except in cases of emergency. Detailed reasons for personal leave need not be disclosed.

If approved by the AAd in advance, unpaid substitute arrangements negate the need to use personal leave.

Section 6 - Salary Schedules

A. Adjunct AEe Salary Schedule

Workload Category	Weekly Contact Hours	100% Load Quarterly Contact Hours	Adjunct and Moonlight Rate Effective Fall '25	Longevity Rate Effective Fall '25	Associate Rate Effective Fall '25	Associate Plus Rate Effective Fall '25
A	15	165	$14,764	$16,001	$17,545	$18,678
B	18	198	$14,764	$16,001	$17,545	$18,678
C	20	220	$14,764	$16,001	$17,545	$18,678

D	22	242	$14,764	$16,001	$17,545	$18,678
E	23	253	$14,764	$16,001	$17,545	$18,678
F	25	275	$14,764	$16,001	$17,545	$18,678
G	28	308	$14,764	$16,001	$17,545	$18,678
H	35	385	$16,190	$17,545	$19,239	$20,482
I	30	330	$14,764	$16,001	$17,545	$18,678

B. Adjunct Project Stipends ("Affiliated Stipends")

Adjunct AEes who are not otherwise employed as annually contracted AEes may be paid for selected projects (in addition to their teaching responsibilities). The AAd will determine the projects and the level of stipend. The individual stipend amount may be paid as a full stipend of up to an annual maximum of $6,000 per AEe per year or prorated as appropriate. The stipend payments are limited to an annual maximum of $100,000 at each college. An accounting of the unit's awarded allocations will be provided annually by the appointing authority to that respective units' AHE Vice Presidents. Adjunct AEes have rights regarding copyright and patents. Both colleges will include a statement on the application form for special project stipends notifying the adjunct AEe of their right to representation in matters related to copyright and patent. Refer to Article 3, Section 20 for additional information.

C. Part-Time Hourly Salary Schedule

Code	Definition	Hourly Rate Beginning July 1, 2025
440000	Non-mode instruction	$40.04
440001/02	Adjunct counselor or librarian	$42.59
440003	Non-instructional academic assignments (includes assessment, advising, etc.)	$32.93
440004	Substitute Instructor	$40.04
440005	Fitness Center Self Support	$21.79
440006	Adjunct Office Hour	$34.52
440007	Allied Health Self-Support	$31.00

D. Community Service/Self-Support Salary Schedule

Category	Applicable to	Rate Beginning July 1, 2025
I	Academic equivalent i.e. curriculum development, class preparation, or otherwise reflective of responsibilities listed in Article 4, Section 4	$36.14
II	Student intent is personal skill development, improvement, retraining – usually non-vocational related	$29.10
III	Social, personal interest, and/or social amenities requiring minimum class preparation (non-vocational, non-academic intent)	$25.24
IV	Workshops or seminars	

The variable rate for workshops can be an hourly rate or a fixed percent of the total class fees collected.

Minimum rates provide a contractual guaranteed minimum. Rates may exceed this amount where funding source allows and the assigned AEe agrees. Upon request of AHE, a list of such exceptions will be provided.

E. Spokane Colleges may assign and compensate AEes other than as defined in this article only in cases where requirements of self-supporting programs make these exceptions necessary or desirable. Upon request of AHE, a list of such exceptions will be provided.

Section 7 - Longevity Status

A. In recognition of long-standing service as an adjunct AEe, those adjunct AEes having completed 9 of the last 12 quarters of employment, excluding summer, in good standing and averaging quarterly load of 50 percent or more over that same period of time as an adjunct or temporary annualized AEe shall receive longevity status (at the completion of their 9th quarter, excluding summer) employed during that academic year. Status will be determined and announced in fall quarter. Adjunct AEes with longevity status shall also be eligible to vote in department chair elections (See Article 14, Section 1, Paragraph B).

B. Longevity status may be retained, with administrative approval, for periods of nonemployment of not more than six (6) quarters, excluding summer.

C. This section does not apply to annually contracted AEes working moonlight contracts.

D. Employment in an adjunct position or combination of adjunct positions shall not constitute full-time employment with Spokane Colleges. All parties understand that adjunct AEe assignments are temporary, non-continuous, and less than full-time and shall not be considered a career path to annually contracted academic positions with Spokane Colleges. As a result, there is no expectancy or right to obtain any type of tenure in an adjunct position or combination of such positions.

Section 8 - Associate Academic Employees

A. Associate: In recognition of long-standing exceptional service as an adjunct AEe, those adjunct AEes having completed 18 of the last 21 quarters of employment in good standing, excluding summer, and averaging quarterly load of 50 percent or more over that same period of time as an adjunct or temporary annualized AEe shall be conferred Associate status starting fall quarter of the academic year following attainment of this status. This status shall be ongoing and may be retained, with administrative approval, for periods of nonemployment of not more than six (6) quarters, excluding summer. Employment in an Associate position or combination of Associate and adjunct positions shall not constitute full-time employment with Spokane Colleges. All parties understand that Associate AEe assignments are temporary, non-continuous, and less than full-time and shall not be considered a career path to annually contracted academic positions with Spokane Colleges.

A good faith conditional assurance of continuing quarterly contracts, averaging at least 50% load, for that academic year, under similar terms and conditions of employment, will be issued to Associate AEes at the

start of each academic year. Associate AEes will receive scheduling priority by course or academic specialty, up to 50% load, over other adjunct contracts within each quarter provided academic qualifications, previous teaching experience of the course(s), and department rotation systems are considered. For detailed information about prioritization, see the Scheduling Matrix in Appendix M. Associate AEes shall also be eligible to vote in department chair elections (See Article 14, Section 1, Paragraph B).

B. Associate Plus: Those Associate adjunct AEes having completed 27 of the last 30 quarters of employment in good standing, excluding summer, and averaging quarterly load of 50 percent or more over that same period of time as an adjunct or temporary annualized AEe shall be conferred Associate Plus status (at the completion of their 27th quarter, excluding summer) employed in this status during that academic year. Associate Plus status will be conferred starting fall quarter of the academic year following attainment of this status. This status shall be ongoing, and all other terms and rights conferred by Associate status shall also apply to Associate Plus status.

C. Evaluation of Associate AEes: (See Section 9, Paragraph D)

Section 9 - Evaluation Process

The purpose of evaluations shall be to maintain quality instruction. These evaluations are one of the considerations for continued employment. However, the lack of an assessment or the existence of a satisfactory assessment does not imply the right to continued employment. All evaluation information shall be treated as confidential to the extent allowed by law.

For online classroom observations, refer to Article 5, Section 3, Paragraph F. For online student evaluations, refer to Article 5, Section 3, Paragraph E.

A. The following general responsibilities are assigned for adjunct/Associate evaluation:

1. Appropriate Administrator (AAd):

a. Consistent with Section 9, Paragraph B, determine which evaluation indices shall be used in the evaluation of each adjunct;

b. Facilitate a self-evaluation for the adjunct AEe;

c. Track classroom observation and student evaluation due dates. Alert the department chair during the quarter when a classroom observation is required;

d. Serve as an observer as needed or as determined appropriate;

e. Notify the adjunct AEe that a student evaluation will need to be conducted on a class of the AEe's choosing;

f. Administer and/or assign administration of the student evaluation;

g. Gather and serve as record custodian for all evaluation documentation;

h. Schedule follow-up evaluation activities, if any, and;

i. Prepare evaluation packets and share/discuss with the adjunct AEe.

2. Department Chair: Recommend a tenured/annualized AEe classroom observer to the AAd.

3. Classroom or Student Service Observer:

a. Utilizing either the form provided in Appendix L-1/2/3, or a department provided form, conduct classroom or student services observation;

b. Consult with the adjunct AEe when the observation will be conducted;

c. Discuss observations with the adjunct AEe; and

d. Return completed observation form to the AAd.

B. Evaluation of New Adjunct AEes: Consistent with the responsibilities assigned in Section 9, Paragraph A above, adjunct AEes new to the college will be evaluated in each of their first two quarters of employment. A minimum of two indices will be used, as follows:

1. In each of the first two quarters, a student evaluation in one class of the adjunct AEe's choosing, and

2. In each of the first two quarters, an AAd observation. A peer observation (peer to be determined by the department) may substitute for one of the two observations by the AAd;

(see Appendix L-1/2/3)

a. A peer observation shall also be conducted in the same quarter as the AAd observation if requested by the department or adjunct AEe.

b. Syllabi for classes taught during the quarter of the AAd's observation will be provided.

In addition to an AAd observation, other contractually approved evaluation formats or additional student evaluations may be utilized at the AAd's discretion and with advance notice provided to the adjunct AEe.

Before the end of the second quarter, a meeting will be scheduled to discuss performance or evaluation information with the adjunct AEe and AAd.

C. Evaluation of Continuing Adjunct: Consistent with the responsibilities assigned in Section 9, Paragraph A above, adjunct AEes having completed two quarters of employment shall receive at least one student evaluation annually in each academic year in which the adjunct AEe is contracted.

Every five (5) years from initial hire, or sooner at the discretion of the AAd, an evaluation of the continuing adjunct AEe will occur. In addition to an AAd observation, other contractually approved evaluation formats or additional student evaluations may be utilized at the AAd's discretion and with advance notice provided to the adjunct AEe. This evaluation information will be forwarded to the AAd for review and an evaluation meeting involving the AAd and adjunct AEe will occur at the end of that quarter.

D. Evaluation of Associate AEes:

1. Associate AEes shall receive at least one student evaluation annually in each academic year in which contracted.

2. During the first year served in Associate status, by May 31 of that year, the Associate AEe will be evaluated using the following indices:

a. A student evaluation in at least one class of the Associate AEe's choosing.

b. An AAd observation (see Appendix L-1/2/3).

c. A peer observation (peer to be determined by the department), may also be completed at the request of the Associate AEe, the department, or AAd (Appendix L-1/2/3).

d. A self-evaluation prepared by the AEe.

e. A formal evaluation conducted by the AAd using the form contained in Appendix L-4.

f. Upon completion of a formal evaluation, an evaluation meeting will be scheduled to discuss performance. Attendees will include the AAd and the Associate AEe.

3. Thereafter, the Associate AEe shall have one student evaluation annually. Every five years thereafter, or sooner at the discretion of the AAd, a formal evaluation consistent with Section 9, Paragraph D, Item 2 above will occur.

As needed, communication regarding performance issues, if any, and/or future adjunct scheduling will occur between the department chair and AAd.

Section 10 - Training Program

During the first quarter in which an adjunct AEe is assigned to 40% workload or more, that AEe will be notified to complete two training modules. Adjunct AEes who are required to complete trainings may select any two trainings approved for AEes. Completion shall occur prior to the next quarter or subsequent contracts will not be issued. Upon completion of two training modules, the adjunct AEe will be compensated $50. Payment is limited to once per academic year. This training is optional for all other AEes. Annually contracted AEes assigned a moonlight contract per Article 4, Section 5, Paragraph C are not required to complete the program and are ineligible for compensation under this program.

Article 25 - AEes Assigned to Corrections

Section 1 - Scope

This article refers only to AEes of Spokane Colleges, funded by Corrections contracts (exclusive of city/county jail facilities), and other provisions in the contract shall not be construed to include AEes covered by this article except those contained herein.

Section 2 - Definition

For the purpose of this document, an annually contracted AEe is defined as any instructor, counselor, or librarian who is issued an annual contract by Spokane Colleges for assignment to an education center program operated by Spokane Colleges in a Corrections facility, where such program and/or position is funded by the Corrections contract.

Section 3 - Master Contract Provisions Applicable

The following articles shall be applicable to Corrections AEes or as modified as follows: Articles 1 (Recognition); 2 (Management Rights); 3 (Working Conditions) Sections 1, 2, 3, 4, 5, 6, 8, 9, 11, 14, 15, 16, 17, and 20; 7 (Leave); 8 (AHE Rights); 16 (Screening); 17 (Benefits); 18 (Salary Schedules) Sections 1, 2, and 3; 19 (Schedule Placement); 20 (Grievance); 21 (Savings); 22 (Scope); 23 (Impasse); 25 (Corrections); and 26 (Duration).

Section 4 - Right to Due Process

No AEe shall be reprimanded, disciplined or reduced in compensation without just cause. In the event that informal meetings fail to resolve the problem, any charges which are made shall be reduced to writing and made available to the AEe. An AEe shall have the right to have one representative of their choosing present at any meeting wherein the AEe believes they may be reprimanded and disciplined. The superintendent of the Corrections facility may deny access to anyone considered to be a security problem for purpose of admittance to a Corrections facility. AEes denied admission to the Corrections facility shall be placed on paid leave pending review. AEes permanently denied access to the facility are subject to the provisions of Section 13 (Dismissal).

Section 5 - Terms of Contract

Annually contracted AEes shall be employed for the period specified in their annual contract. There shall be no presumption of continued employment beyond the contract term. Article 3, Section 12 shall be applicable except that the individual contracts shall be issued within seven (7) days following the execution of the contract with the contractor, rather than May 15.

Annually contracted AEes who have completed three consecutive annual contracts shall have the right to an annualized contract for the following contractual year. This right will be exercised on a seniority basis and is subject to funding, confirmation of acceptable performance as determined through the evaluation process, continued ability to meet Department of Corrections program requirements, and continued qualification to perform the tasks assigned.

Section 6 - Reduction in Force (RIF)

Annually contracted AEes may be terminated due to RIF prior to the written term of their individual contract with thirty (30) days' notice. Past service, qualifications of the AEe, and program requirements shall all be considered regarding any RIF of annually contracted AEes. Reasons for RIF may include, but are not limited to:

1. Lack of funds,

2. Inadequate enrollment,

3. Reduction or termination of the interagency agreement with the Corrections facility, and/or

4. Changes in educational policy and/or goals.

Section 7 - Corrections Academic Employee Evaluation

All annually contracted Corrections AEes will participate in a performance evaluation as described in Article 10, Section 4 (Evaluation of Annualized Academic Employees). For adjunct AEes in Corrections, evaluations will occur consistent with Article 24, Section 9 (Evaluation Process).

Section 8 - Assignments

A. Article 4, Sections 1, 3, and 4 shall be applicable with the addition to Appendix H instructional Corrections workload of (28), except (30) for Corrections contracts, normal weekly contact load in Category G and Corrections counselor assignment of thirty-five (35) normal weekly contact load in Category H.

B. Campus-based AEes when working at a Corrections site will be paid based upon the campus workload category.

C. Transferable academic courses that are taught at a Corrections site by AEes assigned to Corrections will be paid at workload Category B. Transferable academic courses are defined as specifically named courses on any of the college's Direct Transfer Agreements (DTA).

Section 9 - Orientation and Training

A. Corrections AEes shall participate in the orientation process for the Corrections facility to which they are assigned. In addition, AEe attendance at periodic Corrections facility security training programs is required along with attendance at Spokane Colleges orientation days.

B. Corrections AEes may utilize the following trainings for salary step advancement:

DOC Yearly Required Training	Spokane Colleges Training Category Equivalent
DOC PREA for all Non-CCD Staff	19.4.A.3
DOC Fire Prevention and Extinguisher Training	19.4.A.3
DOC Prison Safety Dynamics Security	19.4.A.3

DOC Introduction to Informational Governance	19.4.A.4
DOC Infectious Disease Prevention	19.4.A.3
DOC Ethics in Public Service	19.4.A.1
DOC Emergency Management Systems	19.4.A.3
DOC Outdoor Heat Exposure	19.4.A.3
DOC Washington State IT Security Awareness	19.4.A.3
DOC Washington State Suicide Awareness	19.4.A.2
DOC Respiratory Protection Program	19.4.A.3
DOC Prison Rape Elimination Act for all Non-CCD Staff	19.4.A.2
DOC Who we Are – A Chronicle of Racism in America	19.4.A.2 *and* EDI-AR (Anti-Racism)
DOC Transgender Training	19.4.A.2 *and* EDI-AR (Inclusion)

Section 10 - Security Regulations

Annually contracted AEes shall adhere to all security regulations and requirements of the Corrections facility. All applicable security regulations, rules, and policies must be provided to the Corrections AEe as a part of orientation, in security briefings, or in written format.

Section 11 - Tenure and Transfers

AEes assigned to education centers in Corrections facilities will not be in the tenure track and shall have no automatic right to transfer between Corrections facilities or other instructional units in Spokane Colleges.

Section 12 - Professional Licensure and Certification

Each AEe is responsible for maintaining a current license or certification as required by the position and/or as required by law.

Section 13 - Dismissal

Corrections AEes may be terminated prior to the termination date of their individual contract only for just cause. Just cause may include violation of any published rules and regulations promulgated by the contractor. The AEe shall remain in full-pay status for five (5) working days following the dismissal process. If the AEe chooses not to grieve the dismissal pursuant to Article 20, they shall receive an additional fifteen (15) days.

Section 14 - Adjunct Corrections AEes

A. Adjunct Corrections AEes are those individuals who do not hold annual contracts in a Corrections facility.

B. Adjunct Corrections AEes normally have a maximum workload assignment, in any one quarter, of 90 percent of the thirty-five (35) hours per week workload. The maximum annual workload for fall, winter and spring quarters combined will be 270 percent.

C. Adjunct Corrections AEes are hired for one quarter only with no assurance of future contracts.

D. Adjunct Corrections AEes shall be paid according to Article 24, Sections 5 and 6.

E. Sections 3, 4, 7, 9, 10, 12, and 13 of this article also apply to adjunct Corrections AEes.

Section 15 - Academic Calendar

A. Annual contracts shall be a two-hundred and twenty (220) day assignment for annually contracted Corrections AEes at 125.5% of the appropriate step of the salary schedule. An annual calendar will be developed, to be reviewed/updated quarterly, between each AEe and their AAd to meet the programmatic needs of the Department of Corrections. The 220-day schedule should include 8 faculty workdays, 2 campus development days, and 12 safety muster days (one per month, based on DOC schedule).

B. DOC scheduled safety muster days (1 per month) will be designated non-instructional days. Attendance at DOC scheduled safety training for those days is required unless it is not part of the AEe's contracted workdays. Department meetings may also be scheduled for no more than two hours on these days. The remainder of the seven-hour day is designated as a faculty workday.

C. This calendar will include one non-instructional AEe workday to be scheduled at the end of each quarter, with the balance to be mutually scheduled between the AEe and the AAd.

D. An AEe may make changes or adjustments to their calendar, with agreement of the AAd, provided the AEe gives a minimum of five (5) working-days' notice about proposed changes. In the event an alternative calendar becomes necessary, the determination will be made and communicated to the AEes as soon as possible.

Section 16 - Personal Leave for AEes Assigned to Corrections

AEes assigned to Corrections who are on a 220-day contract shall receive 28 hours of personal leave. Personal leave may be taken in accordance with Article 7, Section 3.

Section 17 – Additional Duties for Corrections AEes

Spokane Colleges acknowledges that due to the nature of Corrections work, it is appropriate and equitable for faculty to be compensated for additional work time beyond their 35-hour work week (Article 4, Section 4, Paragraph A). With the AAd's advance permission, faculty working beyond 35 hours will receive additional compensation via non-instructional timesheets or faculty stipends.

Article 26 - Duration

Section 1 - Length of Contract

This contract shall remain in full force and effect from its execution through June 30, 2028.

Section 2 - Salary/Benefits Funding

All expenditures for salaries and/or fringe benefits required by this contract are subject to the availability of legislatively appropriated funds. Such subjects shall be reopened in the event the Legislature provides additional funds for such specific purposes or in the event of inadequate funding.

Section 3 - Contract Reopeners

Provisions of this contract may be reopened at any time by mutual consent of the parties.

Section 4 - New Contract Negotiations

On and after September 1, 2027, this contract shall be considered open for negotiation.

Section 5 - Limited Contract Openers

During the life of this contract, each party may unilaterally refer up to three issues to a Joint Task Force. The definition and scope of issues shall be determined by the Joint Executive Committee prior to the establishment of any task force. By mutual agreement, additional issues may be referred to a Joint Task Force. Upon such referral a task force shall be established as follows:

A. A separate task force will be appointed for each issue.

B. Each party selects up to five members from current AEes or AAds, respectively, which shall constitute the task force.

C. Timelines for the task force will be established by the Joint Executive Committee or its designees.

D. The goal of the task force is to reach agreement and prepare a recommendation which will become an addendum to this contract upon ratification by both parties.

E. If the task force cannot reach a mutually agreed upon recommendation, a mediator, who will not make binding recommendations, will be used. Mediated sessions will not exceed three unless extended by mutual agreement.

F. If the Joint Executive Committee fails to accept or agree on a modification to a recommendation, a mediator, who will not make binding recommendations, will be used to facilitate resolution of the issue. Mediated sessions will not exceed three unless extended by mutual agreement.

G. Any mediator used in this process will be mutually selected and any expenses shared equally by the parties.

H. Agreement by the Joint Executive Committee on a task force issue will be referred to the Board of Trustees and AHE membership for ratification.

I. If agreement cannot be reached through the efforts of a mediator the process is ended and bargaining obligations of the parties shall be deemed fulfilled.

Signatures

Signed this 20th day of May, 2025, at Spokane, Washington, acknowledging ratification and approval of agreed upon terms for a 2025/28 Master Contract between the parties.

For the Association for Higher Education (AHE)	For the Spokane Colleges (CCS) Board of Trustees
Beverly Daily, President CCS Association for Higher Education (AHE)	**Todd Woodard**, Chair Spokane Colleges Board of Trustees

AHE Bargaining Team Members	Spokane Colleges Bargaining Team Members
Jason Eggerman, Lead Bargainer for AHE	Patrick McEachern, Lead Bargainer for Spokane Colleges
Rob Deyo	Jeff Brown
Jackie Franklin	Bonnie Glantz
Ronda Moorhead	Jaclyn Jacot
Tim Roe	Sarah Martin, Ph.D

Appendices

Appendix A - Copyright Ownership and Patent Ownership

7.50.00 COPYRIGHT OWNERSHIP

7.50.01 Definitions

For the purposes of the copyright ownership policy of Washington Community College District 17, the following words shall have the indicated meanings:

A. "Creative Work" or "Work" shall refer to original, intellectual, literary, or artistic creations including, but not limited to, books, manuals, texts, lectures, addresses, study guides, plays, poems, music, pictures, photographs, films, film strips, slides, tapes, records, program units, computer software, and other instructional materials and products. "Creative Work" or "Work" shall not include articles submitted to or published in scholarly and professional journals or class notes produced in connection with regularly scheduled courses of instruction.

B. "Creator" shall mean any employee, group of employees, registered student or group of registered students, or any combination thereof which authors or produces a creative work.

C. "District" shall refer to Washington Community College District 17.

7.50.02 Purpose

It is the policy of the District to encourage and assist the Creator to produce creative works.
It is the purpose of the District's copyright policy to clarify the respective rights of the District and its employees by establishing policies governing the ownership, control, use and disposition of creative works.

This policy is not intended to affect the right of employees of the District to own, control, use and dispose of works which are created by the individual without assistance, support, or sponsorship from the District.

7.50.03 Works Created Without District Assistance, Support or Sponsorship

An employee or group of employees of the District who produce(s) a creative work without the assistance, support or sponsorship of the District shall retain full right of ownership, control, use and disposition over the work. The employee(s) shall be solely responsible under such circumstances for copyrighting the creative work.

7.50.04 Works Created With District Assistance, Support or Sponsorship

A. For purposes of this policy, a work is created with the assistance, support or sponsorship of the District under any of the following circumstances:

1. When the Creator utilizes any District funds, equipment, facilities, staff services, or other resources in connection with the creation of the work which are not normally assigned to any employee or student as necessary to perform regularly assigned duties, scholarly pursuits and research or class preparation. For purposes of this subsection, sponsorship shall not include reasonable and normal use of assigned office space, typewriters and other office equipment and research materials, nor shall it include classroom and laboratory materials and equipment normally available for use by students as part of regularly scheduled classroom activities.

2. When any portion of the work is created during time for which the Creator receives compensation from the District, except for those portions of the work which may be created from time to time as part of regular classroom preparation or student assignments, or from grants or contracts administered or sponsored by the District.

3. When the Creator is compensated by the District for developing the creative work.

B. Whenever the Creator produces a creative work with the assistance, support or sponsorship of the District, the District shall have full right of ownership, control, use and disposition over the work, subject to Paragraphs C and D, and 2.70.05 below of this Section. The District may copyright such a creative work when it appears that copyrighting will be in the best interest of the District.

C. Whenever the Creator produces a work with the assistance, support or sponsorship of the District, the District shall be the sole recipient of any and all income derived from the ownership, use, sale or disposition of the work until the District has been reimbursed for all District expenses incurred during the creation, development and production of the work. Reimbursement costs shall be determined by a standard schedule, based on the scope of the work, equipment and staff time used, publication costs and any and all special costs. At such time as the District has been reimbursed for all expenses incurred during the creation, development and production of a creative work, the District and the Creator shall each receive 50 percent of any remaining or future income derived from the creative work.

D. Whenever the development of a creative work has been supported by a grant or contract, the District and the Creator shall be obligated to adhere to the conditions of the grant or contract. The copyright status of a creative work supported by a grant or contract and the distribution of income derived from the ownership, use, sale or disposition of a creative work supported by a grant or contract shall be subject to the provisions of Paragraphs B and C of this Section except when subsections 2 and 3 are contrary to the express or implied conditions or requirements of the grant or contract.

7.50.05 Separate Contractual Agreements

Notwithstanding any other provisions of Policy 2.70.00, the District or the Creator shall have authority to enter into a separate contractual agreement. Such an agreement may, where appropriate and in the best interest of the District, (1) limit or restrict the District's right of ownership, control or use or disposition over a work produced with the assistance, support or sponsorship of the District, or (2) increase or

decrease the Creator's share of the income derived from a creative work after the District has been reimbursed for all expenses incurred during the creation, development and production of the work.

Whenever either the District or the Creator wishes to enter into a separate contractual agreement pursuant to this subsection, it shall be the responsibility of either party to negotiate the terms of the agreement prior to the beginning of the actual development of the creative work.

7.60.00 PATENT OWNERSHIP

7.60.01 Ownership

Ownership of all patents for inventions created by a District employee within the scope of such employee's regular duties or for inventions commissioned by the District by assignment for use in any District sponsored program or activity shall be determined contractually prior to the invention of the product.

7.60.02 Assignment of Patent Rights

Any person hired by the District to invent a product shall remain the inventor of the product; however, such a person shall be bound to assign the patent rights to the District in writing, and a certificate of acknowledgment under the hand and official seal of a person authorized to administer oaths within the United States shall be prima facie evidence of the execution of such an assignment.

7.60.03 Use of Employee Patented Products

The District reserves the right to use as it may see fit an employee's invention without the payment of royalties, providing that such invention was created while the employee was a bona fide employee of the District, and that such invention was created expressly for use in the employee's work assignment at the time of creation.

7.60.04 Contracted Inventions

The patenting of inventions produced by District employees through grants or contracts from other agencies, organizations or corporations shall be done according to the contractual agreement between the District and such other entities.

Appendix B-1 – Process for Student Evaluation of AEes

This process is intended to ensure that:

1) Student evaluations are conducted in a professional, unbiased manner;
2) All parties involved are committed to confidentiality;
3) A very limited number of people are involved in the process; and
4) The procedure is applied consistently and uniformly throughout Spokane Colleges.

STEPS

A. Student evaluations are conducted pursuant to Article 10, Section 2 for tenured AEes, and Article 10, Section 4, Paragraph A, Item 1 for annualized AEes and Article 24, Section 9 for adjunct AEes, and Article 9, Section 4, Paragraph F for probationary AEes. Each AEe agrees to work with the appropriate AAd to ensure evaluations are scheduled and conducted according to the articles referenced.

B. To ensure consistency and uniformity, standard forms have been developed for each type of AEe, and copies may be requested from the appropriate administrative office (see Appendices B-3A through B-3C). Upon mutual agreement with the AEe and AAd, and with AHE approval, there is some flexibility with respect to the format and content of the assessment instrument.

C. When using form B-3A, the evaluation will include the introductory statement listed in Appendix B-2 (Instructions for Conducting Student Evaluations). For evaluations using instruments other than B-3A, appropriate and comparable instructions should be used instead.

D. Appropriate support staff will prepare packets for the class selected by the AEe. The packets consist of pre-printed assessment envelopes, sufficient copies of the form for each student in the class, and a copy of Appendix B-2 (Instructions for Conducting Student Evaluations).

E. The AEe will request a volunteer to read the opening statement, hand out the forms, and collect them afterward. The AEe will then leave the room.

F. If using the form from Appendix B-3A, prior to handing out assessment forms, the volunteer must read the statement in Appendix B-2 in its entirety. The volunteer must be available to stay throughout the class session to collect the completed assessments and be able to deliver them in the sealed envelope to the AAd's office immediately following the assessment. ***Forms are not to be returned to the AEe or department chair.***

G. To ensure the anonymity of the student evaluators as well as the AEe, it is the AAd's responsibility to ensure ratings are summarized and handwritten comments transcribed in a confidential manner. Compiling of ratings and transcription of comments shall not be delegated to work study students.

H. The AAd provides copies of the typed comments and the numeric summary to the AEe, including AAd comments (as appropriate), as soon as possible, but not later than the end of the following quarter.

Original forms as filled in by students are retained in the division files in accord with Article 10, Section 6.

Appendix B-2 – Instructions for Student Evaluation of AEes

Instructions for Student Evaluation of Academic Employees

SPOKANE COMMUNITY COLLEGE | SPOKANE FALLS COMMUNITY COLLEGE

Instructions for Conducting Student Evaluations

Faculty Member _____

Course (number and section) _____

Date of Student Evaluation _____

INSTRUCTIONS TO THE FACULTY MEMBER BEING EVALUATED

1. Select an appropriate volunteer who will read the introductory statement, stay in the classroom until all of the evaluations are turned in, collect all evaluations and put them in the envelope, seal envelope, and take evaluation packet to the appropriate administrative office immediately following the class.
2. The faculty member being evaluated will leave the room during the time students are completing the evaluation instrument.

INSTRUCTIONS TO VOLUNTEER

1. Hand out evaluations.
2. Read the introductory statement:

INTRODUCTORY STATEMENT

Purpose

This evaluation is meant to determine your perception of the instructor's teaching performance in this course.

Anonymity

- In order to encourage honest and candid responses, you should remain anonymous.
- Therefore, do **not** write your name on the evaluation.
- Your responses will be typed before your instructor sees them.

The Rating

- Please circle or cross out the number that best represents your rating for each of the statements. "7" is the highest rating, and "1" is the lowest rating. "NA" means that you did not observe or do not believe the statement applies to this class. You may use either a pencil or a pen to mark your response.
- If there are open-ended questions, please answer them to the best of your ability, using the back of the form if necessary. You may also make comments or suggestions of your own, also using the back of the form if necessary.
- Please take the time to complete these questions and make comments. The instructor appreciates your specific responses.

3. Hand out evaluations and keep a copy for yourself.
4. Remain in the classroom until all evaluations are completed and turned in.
5. Collect all evaluations and put in the envelope; seal envelope.
6. Take evaluation packet to the office or room number indicated below, immediately following the class.
   DO NOT RETURN TO THE FACULTY MEMBER BEING EVALUATED OR THE DEPARTMENT CHAIR.

Return to: Name _____ **(do not return to any other individual)**

Room _____

Building _____

16-104 (05/25) Marketing and Public Relations

Appendix B-3A – Student Evaluation Form

SPOKANE COMMUNITY COLLEGE

Student Evaluation Form

SPOKANE FALLS COMMUNITY COLLEGE

Course Title _____

College _____ Instructor Name _____

Date _____ Time of Day _____ Year/Quarter _____

TO THE STUDENT: Your instructor and those making faculty assignments wish to obtain your opinion regarding the quality of instruction in this course. The information will be used primarily for professional development. Please be fair and objective in filling out this form. Please circle the number which best represents your opinion. If you have no basis for responding to a particular statement, circle NA, which means "not applicable." This form is kept confidential, and comments are typed prior to review.

1)	**I find the instructional methods helpful for my learning.**							
	1 Hardly Ever	2	3	4 Usually	5	6	7 Almost Always	NA Does Not Apply
2)	**The assignments, activities, labs, etc. are relevant.**							
	1 Hardly Ever	2	3	4 Usually	5	6	7 Almost Always	NA Does Not Apply
3)	**The instructor provides clear directions for assignments, activities, labs, etc.**							
	1 Hardly Ever	2	3	4 Usually	5	6	7 Almost Always	NA Does Not Apply
4)	**I have regular opportunities to demonstrate my learning.**							
	1 Hardly Ever	2	3	4 Usually	5	6	7 Almost Always	NA Does Not Apply
5)	**The instructor provides helpful feedback.**							
	1 Hardly Ever	2	3	4 Usually	5	6	7 Almost Always	NA Does Not Apply
6)	**The instructor is available to students.**							
	1 Hardly Ever	2	3	4 Usually	5	6	7 Almost Always	NA Does Not Apply
7)	**The instructor is willing to help students.**							
	1 Hardly Ever	2	3	4 Usually	5	6	7 Almost Always	NA Does Not Apply
8)	**Through this course, I increased my knowledge and/or competence.**							
	1 Not at All	2	3	4 Somewhat	5	6	7 Definitely	NA Does Not Apply
9)	**My overall opinion of the instructor's teaching is:**							
	1 Poor	2	3	4 Average	5	6	7 Superior	NA Does Not Apply
10)	**My overall opinion of this course is:**							
	1 Poor	2	3	4 Average	5	6	7 Superior	NA Does Not Apply

Please write comments on the back in the spaces provided.

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Comments:

1. What did you like best about the instructor's teaching?

2. What did you like best about this course?

3. Was there anything the instructor could have done differently to improve your learning?

Appendix B-3B – Student Evaluation - Counselors

SPOKANE COMMUNITY COLLEGE

Student Evaluation Form – Counselors (Non-Instructional)

SPOKANE FALLS COMMUNITY COLLEGE

Reason for Visit ☐ Academic Planning ☐ Academic Concerns ☐ Transfer Credit Consultation ☐ Career Counseling ☐ Emotional Support ☐ Other

College _____ Counselor Name _____

Date _____ Year/Quarter _____

TO THE STUDENT: Your counselor and those making counseling assignments wish to obtain your opinion regarding the quality of counseling you have received. The information will be used primarily for professional development. Please be fair and objective in filling out this form. Please circle the number which best represents your opinion. If you have no basis for responding to a particular statement, circle NA, which means "not applicable." This form is kept confidential, and comments are typed prior to review.

1)	**The counselor provided me with information about the requirements for my program/pathway.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply
2)	**The counselor assisted me in clarifying my goals and/or identifying steps on how to reach them.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply
3)	**If needed, the counselor helped me connect with campus resources.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply
4)	**The counselor explained things in a way I could understand.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply
5)	**The counselor made me feel welcome.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply
6)	**The counselor listened to me, and I felt heard.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply
7)	**The counselor helped me with the reason for my visit.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply

Please write comments on the back in the spaces provided.

Comments:

1. What was most helpful about your interaction with this counselor?

2. If anything, what could the counselor have done differently?

Appendix B-3C – Student Evaluation - Librarians

SPOKANE COMMUNITY COLLEGE

Student Evaluation Form – Librarians

SPOKANE FALLS COMMUNITY COLLEGE

Reason for Visit ☐ Classroom Lesson ☐ Library Presentation/Workshop ☐ Reference Desk ☐ Other

College _____ Librarian Name _____

Date _____ Year/Quarter _____

TO THE STUDENT: Your librarian and those making librarian assignments wish to obtain your opinion regarding the quality of library services you have received. The information will be used primarily for professional development. Please be fair and objective in filling out this form. Please circle the number which best represents your opinion. If you have no basis for responding to a particular statement, circle NA, which means "not applicable." This form is kept confidential, and comments are typed prior to review.

1)	**The librarian explained things in a way I could understand.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply
2)	**Interacting with the librarian helped me increase my knowledge.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply
3)	**The librarian helped me increase my research skills.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply
4)	**The librarian addressed my questions.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply
5)	**If needed, the librarian helped me connect with resources.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply
6)	**The librarian listened to me, and I felt heard.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply
7)	**The librarian made me feel welcome.**							
	1	2	3	4	5	6	7	NA
	Strongly Disagree			Neutral			Strongly Agree	Does Not Apply

Please write comments on the back in the spaces provided.

Comments:

1. What was most helpful about your interaction with this librarian?

2. If anything, what was something the librarian could do differently next time that might be more helpful for you?

Appendix C-1A – Probationary Academic Employee Performance Evaluation Report: Instruction

SPOKANE COMMUNITY COLLEGE

Probationary Academic Employee Performance Evaluation Report: Instruction

SPOKANE FALLS COMMUNITY COLLEGE

Year _____ Quarter: ☐ Fall ☐ Winter ☐ Spring ☐ Summer Date _____

Name: _____ Probation year: ☐ 1 ☐ 2 ☐ 3

College: _____ Department _____ Subject Field _____

Rating: S = Satisfactory performance (comments and/or suggestions for improvement are optional)
R = Steps for improvement required (committee must specify)
N = Not observed or not applicable

AREA EVALUATED	RATING	EXEMPLARY COMMENTS AND/OR SUGGESTIONS FOR IMPROVEMENT
Instructional Skills		
1. Demonstrates competence in subject matter or area of assignment.		
2. Gives clear explanations, assignments, and directions; encourages an open learning atmosphere in the classroom.		
3. Demonstrates proper implementation of course objectives.		
4. Monitors individual student's progress; maintains appropriate records; keeps students informed of their progress.		
5. Effectively uses materials and resources.		
Employee's Relationship with Students		
1. Shows respect for and interest in students; shows consistency and fairness in dealing with students; demonstrates an understanding of differences in students' abilities.		
2. Is available at scheduled times for student conferences; is willing to provide assistance.		
3. Is actively involved in student consulting.		
Employee's Relationship to Administration, Faculty, and Staff		
1. Works effectively with administration, faculty, and staff.		
2. Offers to share professional knowledge.		
3. Involved in the general system of the community college; attends faculty meetings—department, division, as well as campus.		
4. Reacts positively to constructive suggestions from administration and/or colleagues.		

AREA EVALUATED	RATING	EXEMPLARY COMMENTS AND/OR SUGGESTIONS FOR IMPROVEMENT
Employee's Professional Characteristics		
1. Demonstrates good judgment; uses discretion and tact in communications concerning school and staff.		
2. Demonstrates reliability in carrying out assignments.		
3. Follows established policies of college and district; works through appropriate channels.		
4. Demonstrates progress towards becoming an active contributor to the college/department.		
Employee's Professional Improvement		
1. Maintains professional competency through participation in college classes, institutes, conferences, workshops, and/or work experience.		
2. Supports professional organizations relevant to their profession.		
3. Endeavors to implement improvement suggestions given in written form by the tenure committee.		
Other Comments		
Note: Documentation of any other areas of concern (including problems/situations peripheral to academic assignment).		
Special Areas for Evaluation May Be Established		
Note: At the time special areas for evaluation are established, a letter explaining the reasons for them must accompany the committee report.		

Tenure Recommendations (if applicable)**:**

☐ Tenure

☐ Continued Probation

☐ Non-tenure

Evaluators:

_____

_____

_____

_____

_____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Employee's signature _____

Appendix C-1B – Probationary Academic Employee Performance Evaluation Report: Counselor

SPOKANE COMMUNITY COLLEGE

Probationary Academic Employee Performance Evaluation Report: Counselor

SPOKANE FALLS COMMUNITY COLLEGE

Year _____ Quarter: ☐ Fall ☐ Winter ☐ Spring ☐ Summer Date _____

Name: _____ Probation year: ☐ 1 ☐ 2 ☐ 3

College: _____ Department _____ Subject Field _____

Rating: S = Satisfactory performance (comments and/or suggestions for improvement are optional)
R = Steps for improvement required (committee must specify)
N = Not observed or not applicable

AREA EVALUATED	RATING	EXEMPLARY COMMENTS AND/OR SUGGESTIONS FOR IMPROVEMENT
Counseling Skills		
1. Refers students to appropriate resources and services.		
2. Demonstrates ability to assess students' needs, examine options and implement strategies for academic success.		
3. Assist students in educational planning, career exploration and/or goal setting.		
4. Is knowledgeable regarding degree and certificate requirements or assisting students in transitioning to college and career.		
5. Demonstrates knowledge of and is able to communicate strategies for student success.		
Employee's Relationship with Students		
1. Shows respect for and interest in students; shows consistency and fairness in dealing with students; demonstrates an understanding of differences in students' abilities.		
2. Is available at scheduled times for students conferences, is willing to provide assistance.		
Employee's Relationship to Administration, Faculty, and Staff		
1. Works effectively with administration, faculty, and staff.		
2. Offers to share professional knowledge.		
3. Involved in the general system of the community college; attends faculty meetings—department, division, as well as campus.		
4. Reacts positively to constructive suggestions from administration and/or colleagues.		

AREA EVALUATED	RATING	EXEMPLARY COMMENTS AND/OR SUGGESTIONS FOR IMPROVEMENT
Employee's Professional Characteristics		
1. Demonstrates good judgment; uses discretion and tact in communications concerning school and staff.		
2. Demonstrates reliability in carrying out assignments.		
3. Follows established policies of college and district; works through appropriate channels.		
4. Demonstrates progress towards becoming an active contributor to the college/department.		
Employee's Professional Improvement		
1. Maintains professional competency through participation in college classes, institutes, conferences, workshops, and/or work experience.		
2. Supports professional organizations relevant to their profession.		
3. Endeavors to implement improvement suggestions given in written form by the tenure committee.		
Other Comments		
Note: Documentation of any other areas of concern (including problems/situations peripheral to academic assignment).		
Special Areas for Evaluation May Be Established		
Note: At the time special areas for evaluation are established, a letter explaining the reasons for them must accompany the committee report.		

Tenure Recommendations (if applicable)**:**

☐ Tenure

☐ Continued Probation

☐ Non-tenure

Evaluators:

_____

_____

_____

_____

_____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Employee's signature _____

16-108 (05/25) Marketing and Public Relations

Appendix C-1C – Probationary Academic Employee Performance Evaluation Report: Librarian

SPOKANE COMMUNITY COLLEGE

Probationary Academic Employee Performance Evaluation Report: Librarian

SPOKANE FALLS COMMUNITY COLLEGE

Year _____ Quarter: ☐ Fall ☐ Winter ☐ Spring ☐ Summer Date _____

Name: _____ Probation year: ☐ 1 ☐ 2 ☐ 3

College: _____ Department _____ Subject Field _____

Rating: S = Satisfactory performance (comments and/or suggestions for improvement are optional)
R = Steps for improvement required (committee must specify)
N = Not observed or not applicable

AREA EVALUATED	RATING	EXEMPLARY COMMENTS AND/OR SUGGESTIONS FOR IMPROVEMENT
Instructional Skills		
1. Demonstrates competence in subject matter or area of assignment.		
2. Is well prepared and organized.		
3. Gives clear explanations; encourages an open learning atmosphere in the classroom.		
4. Tailors presentation to particular class and student level.		
5. Effectively uses materials and resources.		
Employee's Relationship with Students		
1. Shows respect for and interest in students.		
2. Communicates well with students.		
3. Makes themself easily accessible to students needing help.		
Employee's Relationship to Administration, Faculty, and Staff		
1. Works effectively with administration, faculty, and staff.		
2. Offers to share professional knowledge.		
3. Involved in the general system of the community college; attends faculty meetings—department, division, as well as campus.		
4. Reacts positively to constructive suggestions from administration and/or colleagues.		

AREA EVALUATED	RATING	EXEMPLARY COMMENTS AND/OR SUGGESTIONS FOR IMPROVEMENT
Employee's Professional Characteristics		
1. Demonstrates good judgment; uses discretion and tact in communications concerning school and staff.		
2. Demonstrates reliability in carrying out assignments.		
3. Follows established policies of college and district; works through appropriate channels.		
4. Demonstrates progress towards becoming an active contributor to the college/department.		
Employee's Professional Improvement		
1. Maintains professional competency through participation in college classes, institutes, conferences, workshops, and/or work experience.		
2. Supports professional organizations relevant to their profession.		
3. Endeavors to implement improvement suggestions given in written form by the tenure committee.		
Other Comments		
Note: Documentation of any other areas of concern (including problems/situations peripheral to academic assignment).		
Special Areas for Evaluation May Be Established		
Note: At the time special areas for evaluation are established, a letter explaining the reasons for them must accompany the committee report.		
1. Reacts positively to constructive suggestions from administration and/or colleagues.		

Tenure Recommendations (if applicable)**:**

☐ Tenure

☐ Continued Probation

☐ Non-tenure

Evaluators:

_____

_____

_____

_____

_____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Employee's signature _____

16-107 (05/25) Marketing and Public Relations

Appendix C-2 – Academic Employee Performance Appraisal Summary

SPOKANE COMMUNITY COLLEGE

Academic Employee Performance Appraisal Summary

SPOKANE FALLS COMMUNITY COLLEGE

Appointment Type: ☐ Annualized ☐ Tenured

Employee's name _____ Department _____

Administrator's name _____

Date _____ Last appraisal date _____

Evaluation Materials Received

a. Self-Evaluation Date _____

b. Professional Activities Report(s) Date _____

c. Student Evaluations Date _____

d. Peer Evaluation Date _____

e. Administrative Evaluation Date _____

f. Tentative Professional Development Plan Date _____

I. Areas of Strength

II. Areas for Development

III. Immediate Administrator's Comments (including how this academic employee supports the college's core themes and meets other contractual and professional responsibilities)

Immediate administrator's signature _____ Date _____

IV. Academic Employee's Comments (optional)

Academic employee's signature _____ Date _____

Original – HRO

Copy – Academic Employee and Appropriate Administrator

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Appendix D – Seniority Units: As of April 2025

1. Accounting
2. Addiction Studies
3. Adult Basic Education
4. Agriculture Production
5. Anatomy and Physiology
6. Anthropology
7. Applied Education
8. Architectural Technology
9. Art
10. Astronomy
11. Audio Engineering
12. Automotive Collision and Refinishing Technician
13. Automotive Technology
14. Aviation Maintenance
15. Baking, Commercial
16. Biology
17. Botany
18. Business Technology
19. Engineering Design Technology
20. Chemistry
21. Computer Information Systems
22. Computer Science
23. Cosmetology
24. Counselors
25. Culinary Arts
26. Communication Studies
27. Cybersecurity/Information Systems
28. Dental Assisting
29. Diesel/Heavy Duty Equipment
30. Drama
31. Early Childhood Education
32. Economics
33. Education
34. Electrical Maintenance Technician
35. Electronics Engineering Technology
36. Engineering
37. English
38. English as a Second Language (ESL)
39. Film
40. Fire Science Technology
41. First Aid
42. Robotics and Mechatronics
43. French
44. General Business
45. Geography
46. Geology
47. Graphic Design
48. Health
49. Health Fitness Technician
50. Health Information Management
51. Hearing Instrument Specialist
52. Heating, Ventilation, Air Conditioning, and Refrigeration
53. History
54. Horticulture
55. Hotel and Restaurant Management
56. Humanities
57. Integrated Community Services
58. Interior Design
59. Interpreter Training Program -Deafness
60. Invasive Cardiovascular Technology
61. Japanese
62. Journalism
63. Librarian
64. Librarian Technician
65. Machine Shop Technology
66. Management/Marketing
67. Mathematics
68. Medical Assistant
69. Medical Office Specialist
70. Microbiology
71. Music, General
72. Music, Performance
73. Music, Theory
74. Natural Resources Management
75. Noninvasive Cardiovascular Technology
76. Nursing
77. Occupational Therapy Assistant
78. Orthotic-Prosthetic Technician
79. Paralegal
80. Pharmacy Technician
81. Philosophy
82. Photography, Applied
83. Physical Education
84. Physical Therapist Assistant
85. Physics
86. Political Science
87. Pre-Hospital Care
88. Psychology
89. Radiology
90. Reading
91. Respiratory Care
92. Sociology
93. Spanish
94. Surgical Technology
95. Welding and Fabrication
96. Zoology

Appendix D-1 – Application for Second Seniority Unit Consideration

SPOKANE COLLEGES SCC | SFCC

Application for Second Seniority Unit Consideration

Note: Seniority units are established by Spokane Colleges. Spokane Colleges reserves the right to add seniority units in accordance with program additions or by mutual agreement with the Association for Higher Education (AHE). Deletions or combinations of seniority units will be done with mutual agreement with the AHE. Seniority units established as of July 1, 2025 are listed in Appendix D of the Master Contract. Please refer to that section of the contract when applying for second unit status.

CURRENT INFORMATION

Faculty Member Name: _____
Please print Date of application*

Educational Unit: ☐ SCC ☐ SFCC

Division/Department: _____
Mail Stop #

Current Seniority Unit: _____
Unit number Unit Name

***Note: Approved second seniority units become effective on the date of application.**

APPLICATION INFORMATION

Prospective Seniority Unit: _____
Unit number Unit Name

I meet the minimum qualifications for this seniority unit as evidenced by the following (attach supporting documentation as appropriate):

☐ I possess the knowledge, skills and abilities identified on a recent job announcement posted for a position within this seniority unit, and

☐ I have taught, or can teach as a result of training, a majority of courses representative of this second seniority unit within the past three (3) years and, in addition, also qualify under one of the following two criteria (provide supporting documentation, as appropriate [e.g., courses taught, and when taught]):

- ☐ I possess a master's degree preparation in the discipline or equivalent, or
- ☐ I have at least 4 years' work experience in the field of this seniority unit within the last 10 years.

CONSIDERATION AND APPROVAL PROCESS

As appropriate administrator for the unit applied for, it is my opinion based upon the information submitted that this application meets the criteria in Article 13 Section 1 and should be approved.

_____ _____
Signature of Appropriate Administrator (i.e. Dean) Date

Route to your Vice President for Committee Consideration

☐ Approved by the Second Seniority Committee (Article 13(3) c & d)

☐ Denied by the Second Seniority Committee (Article 13(3) c & d)

_____ _____
Signature of appropriate Vice President Date

Routing upon Second Seniority Committee decision is as follows:

Original to HRO Copy to Employee Copy to Appropriate Administrator Copy to VP Office

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Appendix E – Procedure for Reduction in Force (RIF)

<table>
<tr><td colspan="3">1.) Meeting to discuss details and develop alternatives if appropriate.
Pre-RIF Notification - Article 13, Section 2, Paragraphs A and B
[Step 2 must occur within ten (10) days]</td></tr>
<tr><td colspan="3">2.) Determination of need of RIF and notice to AHE - Article 13, Section 5, Paragraph A</td></tr>
<tr><td>3.) Chancellor - Article 13 Section 1

1. Lack of adequate funding
2. Elimination and/or reduction of programs, courses, or services
3. Decreases in enrollment in a college or program</td><td>OR</td><td>3.) Board - Article 13, Section 1

4. A Washington SBCTC declaration of financial emergency pursuant to RCW 28B.50.873</td></tr>
<tr><td colspan="3">4.) Notification by Chancellor to AHE and AEe of informal meeting - Article 13 Section 5, Paragraph B, Items 1 and 2
[Step 5 must occur within three (3) days]</td></tr>
<tr><td colspan="3">5.) Informal meeting with each affected AEe - Article 13 Section 5, Paragraph B, Items 1 and 2
[Step 6 must occur within ten (10) days]</td></tr>
<tr><td colspan="3">6.) Decision by Chancellor and notification to AEe - Article 13 Section 5, Paragraph C
[Step 7 must occur within ten (10) days]</td></tr>
<tr><td colspan="3">7.) Decision by AEe of alternatives - Article 13 Section 5, Paragraph D
[Step 8 must occur within ten (10) days if a formal proceeding is requested]</td></tr>
<tr><td>8.) Request for formal proceeding
Article 13 Section 5, Paragraph D, Item 1</td><td rowspan="7">OR</td><td>8.) No request for formal proceeding
Article 13 Section 5, Paragraph D, Item 2</td></tr>
<tr><td>9.) Formal proceeding
Article 13 Section 5, Paragraph E</td><td>9.) Ninety-five days' pay for twenty years employment
Seventy-five days' pay for 10-19 years employment
Fifty-five days' pay for 1-9 years employment</td></tr>
<tr><td>10.) Review by Board of Trustees
Article 13 Section 5, Paragraph, F</td><td>10.) Dismissal - Article 13, Section 5, Paragraph H</td></tr>
<tr><td>11.) Notification of Board decision
Article 13 Section 5, Paragraph F, Item 4
[Step 12 must occur within 30 days]</td><td rowspan="4">11.) Right to recall – Article 13, Section 6.</td></tr>
<tr><td>12.) Right to appeal decision of Board of Trustees
Article 13 Section 5, Paragraph G</td></tr>
<tr><td>13.) Dismissal - Article 13 Section 5, Paragraph H</td></tr>
<tr><td>14.) Right to recall – Article 13, Section 6</td></tr>
</table>

Appendix F – Department Chair Evaluation

SPOKANE COMMUNITY COLLEGE

Department Chair Evaluation

SPOKANE FALLS COMMUNITY COLLEGE

Department chair's name _____ Date_____

(Please put comments at the end of this form.)
***NOTE**: For co-chairs, please evaluate each co-chair only on their assigned duties.*

CATEGORY	EXCEEDS MY EXPECTATIONS	MEETS MY EXPECTATIONS	BELOW MY EXPECTATIONS (requires comment)	NOT OBSERVED NOT APPLICABLE
Scheduling Coordinate the schedules submitted by the department members and develop a proposed schedule of class times and modalities for the department; review the proposed schedule with department members and with the dean; submit a final schedule to the dean for review and approval; assist in coordinating class schedules with other departments for support classes; inform the department of any revisions to the schedule as soon as possible.				
Budget Coordinate budget/planning information and input from department members as part of the ongoing departmental budget development and planning processes; disseminate information provided by the dean. Upon request, provide information/recommendations about budgetary matters. Recommend to the responsible budget authority on matters requiring that authority's approval.				
Adjunct Faculty As part of the scheduling process, coordinate the employment of adjunct and hourly faculty; facilitate the evaluation of adjunct and hourly faculty. Will coordinate with and advise the responsible dean regarding adjunct/part-time hourly employment actions (i.e. hiring, supervising, firing, approving leave, and evaluating).				
Equipment Assist the dean in establishing and maintaining a department equipment replacement schedule.				
Meetings Call and conduct a minimum of one (1) departmental meeting per quarter; communicate the date in advance to the dean and department members; attend meetings as scheduled by the dean; and request additional meetings as the need arises.				
Textbooks Coordinate with the dean, the ordering of textbooks used for unassigned sections of classes taught within the department.				
Educational Integrity Facilitates departmental efforts to appraise and maintain instructional integrity, such as ongoing evaluation of the department's offerings and remain informed of programs within the department; stay familiar, where appropriate, with advisory committee issues through either meeting attendance, committee minutes review, or other means; facilitate departmental faculty in establishing and assessing course and program learning outcomes, and maintaining content guides; facilitate the completion of program review by the department; become involved in curriculum evaluation and revision; monitor prerequisites to ensure proper placement and consider related student appeals.				

Student Issues Serve as the next step in appeal (after the student has met with the faculty) for resolving concerns between students and faculty; where appropriate, refer the student to the faculty to discuss instructional complaints/issues; refer concerns to the dean when, in the department chair's best judgment, it is appropriate to do so; advise students regarding the appropriate venue/process for complaints involving harassment, discrimination and/or similar complaints.				
Program Coordination Consider and evaluate off-campus credit for transfer courses which parallel courses within their departments, course substitution, coordinate articulation agreements, and communicate chair-to-chair between campuses; and, as applicable, coordinate communication with advisory committees, and facilitate faculty input for program marketing, recruiting, and new student orientation.				
Information Dissemination Promptly disseminate information, including faculty development opportunities, received from CCS to all members of the department.				
Department Representation Serve as a point of contact for CCS on department-related issues, develop, write and submit information regarding department-related issues including affiliated stipends, rewards and awards, position allocation, impacts of granted sabbaticals, special funding and related matters.				

Department Chair Evaluation (continued)

Additional comments:

Appendix G – Grievance Report Form

SPOKANE COLLEGES scc | sfcc

Grievance Report Form

Distribute this form at each step to the following:
1. Chancellor
2. College president or vice president
3. Immediate supervisor
4. Human Resources Office (receives original signed copy)
5. AHE
6. Grievant

Copies of the Grievance Report Form are available from the AHE Grievance Committee and the Human Resource Office.

Grievant's name _____ Date filed _____

Assignment _____ Building _____

STEP I

A. Date alleged grievance occurred _____

B. 1. Specific factual basis of grievance

_____

_____

2. Specific provision(s) of contract allegedly violated

_____

_____

3. Remedy sought

_____

_____

Grievant's signature _____ Date _____

AHE representative's signature _____ Date _____

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C. Date received by the college president or vice president _____

D. Disposition by the college president or vice president* [within fifteen (15) working days]

_____

_____

Signature of the college president or vice president _____ Date _____

E. Date received by AHE _____

F. Position of the grievant and AHE* [within ten (10) days]

_____

_____

☐ Step I—answer satisfactory ☐ Step II—review desired

AHE representative's signature _____ Date _____

STEP II

A. Date received by the chancellor or their designee _____

B. Disposition by the chancellor or their designee* [within fifteen (15) working days]

_____

_____

Chancellor's signature _____ Date _____

C. Date received by AHE _____

D. Position of the grievant and AHE* [within twenty-five (25) working days]

_____

_____

☐ Step II—answer satisfactory ☐ Arbitration requested**

AHE representative's signature _____ Date _____

* Add additional page if necessary
** Requires signature of the AHE president or designee

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Appendix H – Workloads by Discipline or Program

Last Updated: April 2025

NOTE: Some disciplines have a mixture of workload categories. Workload categories are also subject to change. Refer to curriculum documents for current workload categories of specific courses.

COURSE ID	DISCIPLINE OR PROGRAM	CATEGORY	WEEKLY CONTACT HOURS
ABE	Adult Basic Education (ABE, GED, ESL) – Non-Credit	F	25
ABF	Automotive Collision and Refinishing Technician	F	25
ACCT	Accounting	A	15
AE	Adult Education	A	15
AE	Adult Education	B	18
AGGEN	Agriculture, General	B	18
AGHRT	Agriculture/Horticulture – Lecture	A	15
AGHRT	Agriculture/Horticulture – Lab	B	18
AGHRT	Agriculture/Horticulture – Activity	D	22
AIRC	Heating, Ventilation, Air Conditioning & Refrigeration – Lecture	A	15
AIRC	Heating, Ventilation, Air Conditioning & Refrigeration – Lab	F	25
ANTH	Anthropology	A	15
APLED	Applied Education – Lecture	A	15
APLED	Applied Education – Lab	C	20
AQUAT	Aquatics	C	20
ARCFT	Aviation Maintenance Technology	F	25
ARCHT	Architectural Technology	D	22
ART	Art – Lecture	A	15
ART	Art – Studio	C	20
AS	Addiction Studies – Lecture	A	15
AS	Addiction Studies – Activity	C	20
ASL	American Sign Language	A	15
ASTR	Astronomy – Lecture	A	15
ASTR	Astronomy – Lecture/Lab	B	18
AUDIO	Audio Engineering – Lecture	A	15
AUDIO	Audio Engineering – Lab	C	20
AUTO	Automotive Technology – Lecture	A	15
AUTO	Automotive Technology – Lab	F	25
BAK	Baking: Professional Pastries and Specialty Cakes	G	28
BIOEQ	Biomedical Equipment Technician – Lecture	A	15
BIOEQ	Biomedical Equipment Technician – Lab	D	22
BIOL	Biology – Lecture	A	15
BIOL	Biology – Lecture/Lab	B	18
BMGT	Bachelors in Applied Management	A	15
BOT	Botany – Lecture/Lab	B	18
BT	Business Technology – Lecture	A	15
BT	Business Technology – Lab	C	20
BUS	Business, General – Lecture	A	15
BUS	Business, General – Lab	C	20
BUS	Business, General – Lab	E	23
CAPPS	Computing/Computer Applications – Lecture	A	15
CAPPS	Computing/Computer Applications – Activity	C	20

CATT	Computer Application Technology Training	A	15
CET	Civil Engineering Technology	D	22
CHEM	Chemistry – Lecture	A	15
CHEM	Chemistry – Lecture/Lab	B	18
CHIN	Chinese	A	15
CIS	Computer Information Systems – Lecture	A	15
CIS	Computer Information Systems – Lab	C	20
CMST	Communications Studies	A	15
COS	Cosmetology – Lecture	A	15
COS	Cosmetology – Lab	F	25
CS	Computing – Computer Science	A	15
CUL	Culinary Arts – Lecture	A	15
CUL	Culinary Arts – Lab	F	25
CYBR	Cybersecurity	A	15
DENT**	Dental Assisting – Lecture	A	15
DENT**	Dental Assisting – Lab	B	18
DRMA	Drama – Lecture	A	15
DRMA	Drama – Lecture/Lab (Performance)	C	20
DVOP	DevOps Engineering	A	15
ECED	Early Childhood Education – Lecture	A	15
ECED	Early Childhood Education – Activity	C	20
ECHO**	Echocardiography – Lecture	A	15
ECHO**	Echocardiography – Lecture/Lab	B	18
ECON	Economics	A	15
EDT	Engineering Design Technology – Lecture	A	15
EDT	Engineering Design Technology – Lab	C	20
EDUC	Education/Education Paraprofessional, Special Ed – Lecture	A	15
EDUC	Education/Education Paraprofessional, Special Ed – Activity	C	20
EFDA**	Expanded Function Dental Auxillary – Lecture	A	15
EFDA**	Expanded Function Dental Auxillary – Lab	B	18
ELECT	Electronics Engineering Technician – Lecture	A	15
ELECT	Electronics Engineering Technician – Lab	D	22
ELMT	Electrical Maintenance and Automation	D	22
EMS**	Emergency Medical Services – Lecture	A	15
EMS**	Emergency Medical Services – Activity	B	18
ENGL	English	A	15
ENGL	English – Center	E	23
ENGR	Engineering – Lecture	A	15
ENGR	Engineering – Lab	B	18
ENVS	Environmental Sciences – Lecture	A	15
ENVS	Environmental Sciences – Lab	B	18
ESL	English as a Second Language – Academic Track	B	18
ESL	English as a Second Language – Community Track	F	25
FILM	Film	A	15
FLPT	Robotics Mechatronics Technology – Lecture	A	15
FLPT	Robotics Mechatronics Technology – Lab	F	25
FMT	Health/Fitness Technician – Lecture	A	15
FMT	Health/Fitness Technician – Activity	C	20
FMT	Health/Fitness Technician – Activity	D	22
FRCH	French	A	15

FS	Fire Science Technology	C	20
FSCI	Fundamentals of Science	B	18
FYE	First Year Experience	A	15
GENST	General Studies – Lecture	A	15
GENST	General Studies – Activity	C	20
GEOG	Geography	A	15
GEOL	Geology – Lecture	A	15
GEOL	Geology – Lecture/Lab	B	18
GOVT	Government, Student – Lecture	A	15
GOVT	Government, Student – Lab	C	20
GRDSN	Graphic Design – Lecture	A	15
GRDSN	Graphic Design – Lab	C	20
GUID	Guidance	A	15
HED	Health Education	A	15
HEQ	Diesel/Heavy Duty Equipment – Lecture	A	15
HEQ	Diesel/Heavy Duty Equipment	F	25
HIM**	Health Information Management – Lecture	A	15
HIM**	Health Information Management – Lab	B	18
HIS**	Hearing Instrument Specialist	B	18
HIST	History – Lecture	A	15
HIST	History – Activity	C	20
HLTH	Health	A	15
HM	Hotel and Restaurant Management	A	15
HUM	Humanities – Lecture	A	15
HUM	Humanities – Activity	C	20
IBH	Integrated Behavioral Health	A	15
ICS	Integrated Community Services	A	15
ICT**	Invasive Cardiovascular Technology – Lecture	A	15
ICT**	Invasive Cardiovascular Technology – Lecture/Lab	B	18
INTDS	Interior Design – Lecture	A	15
INTDS	Interior Design – Activity	C	20
IS	Computing – Information Systems	A	15
ISIT	Information Systems / Information Technology	A	15
ITP	Interpreter Training Program	A	15
JAPN	Japanese	A	15
JOURN	Journalism – Lecture	A	15
JOURN	Journalism – College News	B	18
LA	Paralegal	A	15
LMLIB	Library and Information Services	A	15
LSEC	Legal Administrative Assistant – Lecture	A	15
LSEC	Legal Administrative Assistant – Activity	C	20
MA**	Medical Assistant – Lecture	A	15
MA**	Medical Assistant – Lecture/Lab	B	18
MACH	Machine Shop Technology – Lecture	A	15
MACH	Machine Shop Technology – Lab	F	25
MATH	Mathematics	A	15
MMGT	Management	A	15
MSEC	Medical Office Specialist – Lecture	A	15
MSEC	Medical Office Specialist – Lab	C	20
MIS	Management Information Systems	A	15

MUSIC	Music, General and Theory	A	15
MUSIC	Music, Performance	C	20
MUSIC	Music, Private Lessons	D	22
NATRS	Natural Resources Management – Lecture	A	15
NATRS	Natural Resources Management – Lab	B	18
NURS**	Nursing Program (R.N., L.P.N.) – Lecture	A	15
NURS**	Nursing Program (R.N., L.P.N.) – Lab	B	18
NUTRI	Nutrition	A	15
OCEA	Oceanography	A	15
OR PR	Orthotic-Prosthetic Technician – Lecture	A	15
OR PR	Orthotic-Prosthetic Technician – Lab	F	25
OTA**	Occupational Therapy Assistant – Lecture	A	15
OTA**	Occupational Therapy Assistant – Lab	B	18
PALEO	Paleontology	A	15
PE	Physical Education – Lecture	A	15
PE	Physical Education – Activity	C	20
PE	Physical Education – High Risk Activity	D	22
PHARM**	Pharmacy Technician – Lecture	A	15
PHARM**	Pharmacy Technician – Lecture/Lab	B	18
PHIL	Philosophy	A	15
PHOTO	Photography	C	20
PHYS	Physics	B	18
POLS	Political Science	A	15
PSYC	Psychology	A	15
PTA**	Physical Therapist Assistant – Lecture	A	15
PTA**	Physical Therapist Assistant - Lab	B	18
RAD**	Radiology Technology – Lecture	A	15
RAD**	Radiology Technology – Lecture/Lab	B	18
ROBO	Robotics Mechatronics Technology – Lecture	A	15
ROBO	Robotics Mechatronics Technology – Lab	F	25
RT**	Respiratory Care – Lecture	A	15
RT**	Respiratory Care – Lecture/Lab	B	18
SAL	Salish	A	15
SOC	Sociology	A	15
SONO**	Diagnostic Medical Sonography – Lecture	A	15
SONO**	Diagnostic Medical Sonography – Lecture/Lab	B	18
SPAN	Spanish	A	15
SURG**	Surgical Technology – Lecture	A	15
SURG**	Surgical Technology – Lecture/Lab	B	18
VASC**	Vascular Technology – Lecture	A	15
VASC**	Vascular Technology – Lecture/Lab	B	18
WATER	Water Resources Technology – Lecture	A	15
WATER	Water Resources Technology – Lab	B	18
WELD	Welding and Fabrication – Lecture	A	15
WELD	Welding and Fabrication – Lab	F	25
ZOOL	Zoology	B	18
	Work-based learning and Journeyperson	H	35
	Counselors	I	30
	Librarians	I	30
	Non-Credit	H	35

	All Other Activities	H	35
	Corrections are G, except weekly contact hours will equal 30 per State Corrections contract	G	30
	Coop Ed Work Experience	J	-
	Allied Health Clinicals (including Biomedical Tech)	K	-

NOTE 1: The programs marked with a double asterisk (**) will use the Allied Health Practicum calculation listed in Article 4, Section 5, Paragraph J for clinical practicums. Allied Health Clinicals is category K.

NOTE 2: Cooperative Education will use the calculation listed in Article 4, Section 5, Paragraph I. Cooperative Education Work Experience is category J.

NOTE 3: By October 15 of each year, Spokane Colleges will send a copy of the course/workload catalogue listing to the AHE president.

Procedure for Consideration/Determination of Workload Changes

1. Each college's curriculum committee will follow their approved procedures as stipulated and act as the review and mandatory approval entity for submitted curriculum including, but not limited to, course title, course outline, course description, course learning outcomes, ripple effects, typical student schedule, and as charged, workload categories.
2. The curriculum committee, as part of its deliberation, will reference workload categories as listed in the Master Contract.
3. The curriculum committee will review the workload category submitted on the Course Information Sheet, and if there is no concern brought forward by the instructor initiating the curriculum, department chair, dean, Chief Academic Officer, or the curriculum committee itself, the category is approved as submitted.
4. If the appropriateness of the workload category assignment is questioned by any of the above stated parties the curriculum committee will send their recommendation on workload category assignment, along with a statement of rationale to the Spokane Colleges Workload Category Review Committee.
5. The district-wide Spokane Colleges Workload Category Review Committee, composed of four AHE representatives and four AAds who serve through the duration of the current Master Contract, will:
   a. Take into account, at a minimum, curriculum packets forwarded by the curriculum committee, the fiscal implications of proposed changes, and any other written information provided;
   b. Meet with any interested party prior to making a workload category determination;
   c. Suggest modifications to the curriculum committee's recommendation and/or regarding implementation of that recommendation (e.g. scheduled or staged implementation); and
   d. Submits its decision to the Chancellor and the AHE President for consideration and final action.
6. If the committee cannot come to consensus on a recommendation, the request is referred to the next bargaining session.

Appendix I – Professional Certification Activities Report Form

SPOKANE COMMUNITY COLLEGE

Professional Improvement / Development Units Professional / Technical Certification Activities Report Form

SPOKANE FALLS COMMUNITY COLLEGE

RECEIVED DATE STAMP

Professional/technical certification requires prior approval

Date _____

Name _____ SID no _____

Phone _____ MS _____

Description of activity (If it is a repeated activity, justify how it differs from the previous request.)	**Expected Completion Date**	**Actual Completion Date**

Index*	**Describe how activity advanced your professional development plan**

*Professional/Technical Certification Activities: Using the attached reference index, provide the link to the five-year plan.

Documentation must be attached upon completion for evaluation of pro/tech certification.

Applicant's signature _____ Date _____

Dean's signature _____ Date _____

Evaluation to be completed by chief professional/technical administrator

COMPLETION DATE STAMP

Activity awarded for

Pro/Tech Certification

Certification Activity awarded by _____ Date _____

Chief professional/technical administrator's signature

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Appendix J – Professional Development Plan

SPOKANE COMMUNITY COLLEGE

Professional Development Plan

SPOKANE FALLS COMMUNITY COLLEGE

Name _____

Plan timeline: FROM _____ TO _____

College/unit _____ Department _____

1. The certification process for professional-technical/dually certified academic employees includes assessing the attainment of the standards contained in the professional-technical skill standards listed on the reverse of this form, and the completion of this professional development plan.

   The certification process for professional-technical/dually certified faculty also requires the attainment of five (5) activities within a five (5) year period of time for the renewal of standard certification. The professional development plan identifies those skill standards and priorities for professional growth and certification. Faculty need to
   delineate certification activities per the instructions on the reverse of this document.

   The undersigned have assessed and considered all required skill standards and have identified the following as professional growth priorities for this certification period.

1. Activity (describe)

   Outcome anticipated:

   Anticipated completion date _____

If appropriate, the skill standard(s) addressed (see index):	A	B	C	D	E	F	G	H
	☐	☐	☐	☐	☐	☐	☐	☐

2. Activity (describe)

   Outcome anticipated:

   Anticipated completion date _____

If appropriate, the skill standard(s) addressed (see index):	A	B	C	D	E	F	G	H
	☐	☐	☐	☐	☐	☐	☐	☐

3. Activity (describe)

   Outcome anticipated:

   Anticipated completion date _____
   If appropriate, the skill standard(s) addressed (see index):

A	B	C	D	E	F	G	H
☐	☐	☐	☐	☐	☐	☐	☐

4. Activity (describe)

   Outcome anticipated:

   Anticipated completion date _____
   If appropriate, the skill standard(s) addressed (see index):

A	B	C	D	E	F	G	H
☐	☐	☐	☐	☐	☐	☐	☐

5. Activity (describe)

   Outcome anticipated:

   Anticipated completion date _____
   If appropriate, the skill standard(s) addressed (see index):

A	B	C	D	E	F	G	H
☐	☐	☐	☐	☐	☐	☐	☐

Academic employee Date

Dean Date

Route to: chief professional/technical officer

Criteria for Approval of Professional/Technical Activities For Certification

To maintain standard certification, professional/technical academic employees and the appropriate administrator must mutually develop and the chief professional/technical administrator must approve a professional development plan consistent with the provisions of WAC 131-16. The academic employee must complete the plan prior to the next 5 year cycle as a condition of employment.

The professional development plan shall identify the skill priorities for that professional/technical academic employee's professional growth. A plan to achieve the skill priorities shall be developed for each five-year cycle. The plan shall address, at a minimum, the academic employee's ability to provide student instruction, manage learning environments and develop outcomes, assessments and curricula. The plan shall require completion of no fewer than five professional development activities that support achievement of the skill priorities identified in the professional development plan. The plan shall identify each activity(s) anticipated measurable outcome. One activity may apply to multiple skill priorities. It is the responsibility of the academic faculty member to describe how the activity achieves the priority(s) and the responsibility of the chief professional/technical administrator to certify achievement. For additional information, including performance indicators and technical knowledge benchmarks, visit the skillstandardswa.org website.

Index	Skill Standards	#	Suggested/Possible Activities
A	**Manage learning environments**	A1	Research, evaluate and obtain required equipment, systems, tools, supplies, and/or materials
		A2	Set up, maintain and repair instructional systems, equipment and/or tools
		A3	Develop a growth and replacement plan for systems, equipment and/or tools
		A4	Lead students and supervise learning environments
		A5	Research, select, evaluate and maintain off-campus learning environments with assistance of industry partners
		A6	Evaluate and monitor the safety of the instructional areas and practices
		A7	Identify, evaluate, and implement new instructional strategies and technologies
B	**Develop outcomes, assessments, and curricula**	B1	Identify, evaluate, and modify outcomes
		B2	Create, evaluate, and modify curriculum
		B3	Create, evaluate, and modify assessments
		B4	Implement curriculum, outcomes, and assessments
		B5	Integrate curriculum with other faculty in the department and in other instructional areas/institutions
C	**Develop and review programs**	C1	Develop, review, and update program course plan to align with maps and Guided Pathways Principles
		C2	Recruit and work with advisory committee and employers to meet changing needs of the program and industry
		C3	Identify, evaluate, and modify program outcomes and assessments
		C4	Identify and develop core and support courses
		C5	Maintain (or obtain) program accreditation
		C6	Research, identify, and evaluate trends and implement current industry standards
		C7	Coordinate program development with other college programs and institutions

Index	Skill Standards	#	Suggested/Possible Activities
D	Provide student instruction	D1	Prepare and/or gather current instructional materials
		D2	Provide individual and group instruction
		D3	Initiate, develop, and implement student assessments
		D4	Modify instructional material and methods based on student and industry assessments and feedback
		D5	Promote professionalism in the learning environment
E	Provide support and guidance to students	E1	Provide students with access to the instructor
		E2	Provide information or referrals to meet student needs
		E3	Provide students with career advising and assist with job placement
		E4	Provide academic advising
		E5	Serve as student activity advisor as applicable
F	Perform administrative and program management functions	F1	Perform documentation and record keeping duties
		F2	Lead and manage instructional and program assistants
		F3	Mentor, orient, and support new and part-time faculty
		F4	As appropriate, develop criteria, recruit, and/or make recommendations regarding hiring of faculty
		F5	Provide input for program schedules, and colleges printed and electronic publications
		F6	Develop and maintain budgets
		F7	Research and assist with writing and implementing rants and targeting financial resources
G	Create and maintain a professional environment	G1	Collaborate with college staff, faculty, students, and internship/externship site personnel
		G2	Work with program advisory committee
		G3	Maintain current knowledge of the field
		G4	Participate in professional networking
		G5	Develop a professional development plan
H	Promote the program and collaborate with college administration on student recruitment	H1	Participate in campus, high school and/or community organization activities and educational partnerships
		H2	Consult on promotional planning
		H3	Develop promotional plan
		H4	Consult on implementation of recruiting activities

Appendix K – Nursing Salary Schedule

Step	Fall '25 Annual Salary
1	$98,031
2	$103,016
3	$106,752
4	$110,487
5	$114,218
6	$117,952
7	$121,686
8	$125,419
9	$129,148
10	$132,881

This nursing schedule, as it differs from Article 18, Section 1, was funded beginning with the 2019-21 biennium by legislative action (SB2158). The parties agree that if this Nurse Educator funding is discontinued by the legislature, Nursing AEes will revert to the schedule then provided in Article 18, Section 1 and bargaining will be reopened to discuss reversion and placement.

A. Salary Step Placement: Nursing AEes will be initially placed following evaluation in accordance with Article 19, Section 3.

B. Salary Step Advancement: Nursing AEe shall advance one step on the salary schedule every two years, in accordance with Article 19 Section 5.

C. Summer School Pay Rate: Anually-contracted Nursing AEes with assignments for summer quarter will be paid consistent with Article 18, Section 2, with the exception that the above salary schedule will be utilized.

D. Adjunct AEe Salary: For Nursing adjunct AEes, including annually contracted AEes on moonlight contracts, the adjunct salary schedule in Article 24, Section 6, Paragraph A will be increased by $200 per credit hour. HB 2158 funds allocated specifically to Nursing Educators (as defined by legislative intent, Laws of 2019, ch. 405. §5) will be utilized to fund this increase. The parties agree that if Nurse Educator funding is discontinued by the legislature, this increase will revert to the schedule provided in Article 24, Section 6, Paragraph A.

Appendix L-1 – Instructional Observation Form

SPOKANE COMMUNITY COLLEGE

Instructional Observation Form

SPOKANE FALLS COMMUNITY COLLEGE

Instructor:	**Date**:
Course:	**Observer:**

This is the required form for all adjunct instructional observations. This form may also be used for non-adjunct instructional observations but is not required for annually contracted faculty.

Content Knowledge **(e.g. Does the instructor have mastery of and currency in their field or discipline? If appropriate, does the instructor demonstrate safe and effective use of equipment, tools, or technology?)**:
Instructional Methods **(e.g. What teaching strategies or techniques are used in the learning environment?)**:
Student Understanding/Interaction **(e.g. Does the instructor support students? Do they check with students to see if they are understanding? If appropriate, do students ask questions and is the instructor receptive? What kind of feedback is given? Etc.)**:

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Other Observations:
Overall Summary of Observation:

Signatures Required for Adjunct Observations only:

I have discussed this observation with the adjunct faculty and informed them the dean will place this observation in their division file.

Observer Signature: **Date:**

My signature below indicates that I have seen this observation. It does not necessarily indicate agreement with the contents.

Adjunct Signature: **Date:**

Appendix L-2 – Counselor Non-Intructional Observation Form

SPOKANE COMMUNITY COLLEGE

Observation Form: Counselor Non-Instructional Work

SPOKANE FALLS COMMUNITY COLLEGE

Counselor: _____ **Date:** _____

Appointment Type: _____ **Observer:** _____

This is the required form for all adjunct counselors being observed while doing non-instructional work (e.g. student consultations). This form may also be used for non-adjunct counselors when observing non-instructional work, but it is not required for annually contracted faculty.

Content Knowledge *(e.g. Does the counselor have mastery of, and currency in, their pathways or programs? Are they diverse and broad in scope of content knowledge?):*
Advising/Counseling Approach *(e.g. What approach or techniques are used during the session?):*
Student Understanding/Interaction *(e.g. Does the counselor support students? Do they check with students to see if they are understanding? Do they refer to other resources if applicable? Do they ask questions and give feedback? Do they consider the larger student context? etc.):*

Other Observations:
Overall Summary of Observation:

Signatures Required for Adjunct Observations only:

I have discussed this observation with the adjunct faculty and informed them the dean will place this observation in their division file.

Observer Signature: **Date:**

My signature below indicates that I have seen this observation. It does not necessarily indicate agreement with the contents.

Adjunct Signature: **Date:**

Appendix L-3 – Librarian Non-Intructional Observation Form

SPOKANE COMMUNITY COLLEGE

Observation Form: Librarians

SPOKANE FALLS COMMUNITY COLLEGE

Librarian: _____ **Date:** _____

Type of Work / Interactions: _____ **Observer:** _____

This is the required form for all adjunct librarians. This form may also be used for non-adjunct librarians, but it is not required for annually contracted faculty.

Activities Observed *(e.g. Individual instruction at reference desk or online, creating learning resources or tutorials, impromptu instruction to groups, library programming, outreach, hosting of events, etc.):*
Methods and/or Content Knowledge *(e.g. Did the librarian demonstrate research competence? Did they show a breadth of knowledge of available resources? Did they deliver instruction or help effectively based on the need of the student? etc.):*
Communication Skills *(e.g. Did the librarian engage in active listening? Were they able to provide concise and relevant information? Were they responsive and wiling to explore options? etc.):*

Other Observations:
Overall Summary of Observation:

Signatures Required for Adjunct Observations only:

I have discussed this observation with the adjunct faculty and informed them the dean will place this observation in their division file.

Observer Signature: **Date:**

My signature below indicates that I have seen this observation. It does not necessarily indicate agreement with the contents.

Adjunct Signature: **Date:**

Appendix L-4 – Associate Faculty Formal Evaluation Form

SPOKANE COMMUNITY COLLEGE

Associate Faculty Formal Evaluation

SPOKANE FALLS COMMUNITY COLLEGE

Completed by Appropriate Administrator

Associate Academic Employee Evaluated _____

Appropriate Administrator _____ Date _____

Job Title _____

CATEGORY	EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	BELOW EXPECTATIONS (requires comment to be attach	NOT OBSERVED /NOT APPLICABLE
1. Displays a competence in assigned subject matter and arrives well prepared	☐	☐	☐	☐
2. Provides timely, accurate and appropriate feedback to students	☐	☐	☐	☐
3. Maintains an appropriate learning environment and manages classroom	☐	☐	☐	☐
4. Provides clear explanations, assignments and directions to students	☐	☐	☐	☐
5. Evaluates student progress regularly and provides appropriate feedback	☐	☐	☐	☐
6. Maintains appropriate student records	☐	☐	☐	☐
7. Demonstrates proper use of class/lab time	☐	☐	☐	☐
8. Effectively uses instructional equipment, materials and resources	☐	☐	☐	☐
9. Demonstrates respect for/interest in students	☐	☐	☐	☐
10. Demonstrates a professional attitude and behavior	☐	☐	☐	☐
11. Reacts positively to constructive suggestions	☐	☐	☐	☐
12. Works effectively with administration, faculty and staff.	☐	☐	☐	☐
13. Follows established procedures and exercises responsible stewardship of assets/resources	☐	☐	☐	☐

I have discussed this evaluation with the associate academic employee, provided them a copy, and have informed them that it will be placed in the official personnel file.

Signature of Appropriate Administrator _____ Date _____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the contents.

Associate academic employee's signature _____ Date _____

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Appendix M – Academic Year AEe Assignment/Scheduling Matrix

Summary of and supplement to the Master Contract, which governs workload:

1. Tenure-track (tenured) AEes must have 100% of a workload before any annualized, moonlight or adjunct assignments are approved. This is a scheduling priority, as tenured AEes are paid for a 100% contract even if the AEe works less than 100% (Article 4, Section 3; Article 4, Section 5, Paragraph E; and budget principals).
   a. Approved reassignments, release time and approved/paid leaves should be counted in determining 100% assignment. Do not count special assignments (extra duty assignments that have stipends attached – chair, coaching, advising, etc.).
   b. Assignments are coordinated by the department chair but approved by the dean. Chairs are not AEe supervisors/managers and are not responsible for final approval or resulting errors/omissions. The responsibility for assignments/schedules ultimately resides with the approving dean. (Article 14, Section 2, Paragraph A, Item 1; as well as Article 4, Section 3).
   c. There is no contractual right to a specific course, modality, location, day of week, etc. (See Caveat #3). Scheduling should occur as necessary to meet the needs of students and the college, unless specified by job announcement/description. AEes have the right to choose the modality (online, hybrid, face-to-face, etc.) for their requested classes.
      i. **Caveat 1**: Priority assignment of online courses developed by a tenured AEe prior to July 1, 2015 (see Article 5, Section 3, Paragraph D).
         1. Priority assignments stop after 167% for that quarter.
         2. There is no priority assignment for courses developed after July 1, 2015.
         3. Priority assignment does not apply to annualized AEes.
      ii. **Caveat 2**: The department chair has discretion to incorporate preferences, requests and/or established department rotation systems when organizing/facilitating a proposed schedule. The department chair will work with program leads on scheduling for their program. The proposed schedule, however, remains subject to the dean's final approval.
      iii. **Caveat 3**: Workday limitations (Article 4, Section 7) separate the workday into three possible intervals or blocks: morning, afternoon and evening. No AEe may be assigned to more than two (2) consecutive blocks in any one day unless required to maintain a full load. For example, assignments in the morning and afternoon blocks are acceptable, while assignments in the morning, afternoon and evening blocks are not acceptable.
   d. Tenured AEes are assigned by the college in which they were tenured. There is no contractual right to cross-district AEe assignment as part of 100% load.
2. After #1 is accomplished, the same assignment process is applied to annualized AEes. They must receive 100% load as well (for the same reasons as above), but only after tenure-track AEes have been assigned 100% load.

3. Tenured AEes on a 2nd RIF list who need to make their 100% load have priority for classes on their 2nd RIF list before other annually contracted AEes may request moonlights.
4. Once #1, #2, #3 are met, annually contracted AEes have preference to moonlight contracts subject to the limitations and considerations listed in Article 4, Section 5, Paragraph D. Tenured AEes may be assigned cross district for purposes of moonlight contracts, but do not have a contractual right to bump that college's annually contracted AEes. Rather, treat cross-district moonlight assignments as adjunct for scheduling purposes (Article 4, Section 5, Paragraph D).
5. Once #1, #2, #3, and #4 have been met, the balance of your schedule is filled by adjuncts. First priority is those currently employed "associate" adjuncts per Article 24, Section 8. Associates who have any assignment during the academic year automatically accrue scheduling priority for that academic year. Priority does not extend to the next academic year. Tenured AEes on a 2nd RIF list, who are requesting moonlights, shall be considered the same as associate adjuncts. Although they do not have priority for such requests, consideration will be given for maintenance of secondary RIF.
6. Finally, last priority will be given to "non- associate" adjunct AEes, as well as any cross-district moonlight contracts.

Summer Session AEe Assignment/Scheduling: the above applies specifically to academic year (fall, winter, and spring) scheduling. Summer scheduling/assignments are addressed elsewhere in the Master Contract. The following are specific to summer quarter only:

1. Summer quarter assignments shall normally be less than full load, except in block programs (Article 4, Section 5, Paragraph L).
2. Annually contacted AEes will be given preference for part-time/summer assignments within their respective departments (Article 4, Section 5, Paragraph M). Annually contracted AEes with assignments for summer quarter (excluding Corrections, See Article 25) will be paid at 25% of their current step up to the maximum of step 8 (Article 18, Section 2, Paragraph A).
3. All other assignments are on a part-time/adjunct basis and paid from the adjunct AEe salary schedule or the appropriate hourly salary schedule (Article 18, Section 2, Paragraph B).
    a. Assignment of annually contracted AEes from outside their respective department, including cross-district, are treated as part-time/adjunct assignment for purposes of scheduling.
    b. Once assigned, however, that assignment carries compensation rights per Article 18, Section 2, Paragraph A (i.e. current step up to the contractual maximum) for annually contracted AEes.
4. The AAd makes the final selection/assignments based upon academic qualification, teaching experience, department rotation systems and budgets (Article 4, Section 5, Paragraph M).

Appendix N – Student Concerns Involving Faculty – Introduction and Advice to Students

Student Concerns Involving Faculty: Introduction and Advice to Students

It is possible that during your time at Spokane Community College (SCC) or Spokane Falls Community College (SFCC) you may have a concern about something in one of your classes. SCC and SFCC have collaboratively developed the following process to help students bring forward a concern in a productive way. This document outlines the process for bringing a concern forward, suggestions on approaches for communicating a concern, and steps towards resolving the concern. If you have a concern and are considering bringing it forward, here are some things to think about:

- **Partner with us to create a successful educational experience!** Learning how to speak up for yourself in a way that is true to your experience and is also respectful of the processes that are in place is an important aspect of your learning and growth as a student. You are always encouraged to bring forward concerns, because effective communication is the best way to solve a problem and work productively together.
- **Conflict is normal.** When many people come together with different ideas about the world and how things should be, there are bound to be conflicts. Remember that conflict and differences in opinion about how to do things, especially in a college setting, are normal and expected. If concerns are addressed constructively, challenging situations can also create significant opportunities for learning, growth, and improvement.
- **Talk with your faculty!** We encourage you to seek out conversations with your faculty members in a respectful, non-confrontational manner if a concern arises. All faculty know that students will have questions about a class procedure, assignment expectation, grading scale, etc. Faculty design their courses around teaching and learning best practices and welcome student questions that seek clarification. As you will see below, the first step of this process is to have an informal conversation with the faculty about your concern.
- **Resolution.** The goal of this process is to create a dialogue that will address your concern. Resolution does not mean that everyone gets what they want; it means that everyone has been heard and considered.

What Concerns Are Handled Under This Process?

This process is for students who have a concern about the way a faculty is carrying out their responsibilities. The goal of this process is to create a dialogue that will address your concern. This procedure is not meant to address other kinds of issues that students might want to bring

forward such as discrimination, sexual misconduct, errors on a transcript, how to seek a retroactive withdrawal, miscalculation of a final grade, etc. There is information at the bottom of this document listing such concerns.

Prior to Contacting the Faculty About a Concern

- Read through the syllabus and related documents regarding course policies, grading scales, assignment due dates, etc. Read through hard copy and Canvas pages for course policies.
- Check Canvas (gradebook, assignment comments, email inbox, or class-wide announcements) for feedback from the faculty on an assignment or to review the assignment rubric.
- You may also need to check any physical copies of submitted materials for faculty comments or items that were passed out in class that described how an assignment would be graded.
- Review any previous communications with the faculty to make sure your concern has not already been addressed.
- Consider the resolution you are hoping for at the end of this process.

What If I Have Questions Before I Contact the Faculty?

Students should start this process by contacting their faculty first; there is no need to go through anyone else. If you have more questions about the process and would like clarification before contacting the faculty, the following employees are available:

> *SCC Students: Please contact the Retention Specialist (509-533-8591; Building 6, Room 115A) or Student Resource Navigator (509-533-7196; Building 6, Room 102H)*
>
> *SFCC Students: Please contact the Student Support Services Office Manager (509-533-3553; Building 17, Room 117)*

These employees can meet with you to walk you through how this procedure works, help you identify relevant contacts such as the department chair, the dean, and the Vice President if needed, and provide you with overall guidance and tips about how to prepare and proceed.

Guidelines for Sending Emails to Faculty

Whenever you send a professional email, consider it through the eyes of the person who will receive it. Remember that people receive many emails every day, so be sure that yours is clear, respectful, and to the point:

- Check your syllabus for the faculty's preferred method of communication.

- Send any emails through your Canvas or Bigfoot email account so they are not mistaken for spam.
- Emails should include a clear, brief subject line about the nature of the email (e.g., Grade on Assignment #3 in English 101).
- Address faculty by title and last name (you can find this information in the syllabus) unless they have indicated otherwise.
- Use full sentences and pay attention to spelling and punctuation.
- Be precise about what you are seeking clarification on and why.
- Watch your own email or Canvas inbox carefully for a response.

Locating Contact Information for Faculty

Faculty typically list their contact information on the syllabus or within Canvas. You can also check the Faculty and Staff Directory on your college's homepage.

Locating Contact Information for Department Chairs

You can get contact information for the Department Chair by asking your faculty. Or you can contact the following staff members at each college:

> *SCC Students: Please contact the Retention Specialist (509-533-8591; Building 6, Room 115A) or Student Resource Navigator (509-533-7196; Building 6, Room 102H)*
>
> *SFCC Students: Please contact the Student Support Services Office Manager (509-533-3553; Building 17, Room 117)*

Student Concerns Involving Faculty – Process & Steps

An informal conversation is often the best way to resolve the issue. Therefore, Steps 1, 2, and 3 described in this section are the "informal" phase of this process.

Step 1: Communicate With the Faculty

How do I do this? Step 1 is to communicate with the faculty with whom you have the concern and describe your concern. Whenever possible, you and the faculty are encouraged to have this conversation either in person, by phone, or by video conference. You can send an email to request a conversation. See above for best practices in sending an email to the faculty. During the conversation, tell the faculty about your concern and how you would like to resolve it.

When will I hear back? The faculty will respond within five (5) instructional days. If you have made at least two good faith attempts utilizing different methods to contact the faculty on instructional days (such as sending an email, attending posted office hours, or leaving a voice message) and received no response, you can move on to Step 2.

What happens next? You and the faculty will have a conversation and work towards addressing your concern. If the concern is resolved at Step 1, there is no need for further action. If your concern is not resolved after communicating with the faculty, you can move on to Step 2 and contact the department chair for assistance.

Step 2: Communicate with the Department Chair

How do I do this? If your informal concern is not resolved in Step 1, you will next speak with the faculty's department chair. The department chair is a representative for the faculty's department but does not supervise the faculty.

***Note**: if the faculty is also the department chair, you will instead meet with a different department chair of the faculty's choosing to complete the Step 2 process. If you're not sure who to meet with, you can ask the faculty or these points of contact:*

> *SCC Students: Please contact the Retention Specialist (509-533-8591; Building 6, Room 115A) or Student Resource Navigator (509-533-7196; Building 6, Room 102H)*
>
> *SFCC Students: Please contact the Student Support Services Office Manager (509-533-3553; Building 17, Room 117)*

The department chair will first confirm with the faculty that you attempted to contact them during instructional days for Step 1 resolution. The department chair will then work to address your concern between you and the faculty. At any point during the informal process, the department chair may schedule an informal meeting between you, the faculty, and the department chair to attempt to address your concern.

When will I hear back? The department chair will respond to you within five (5) instructional days after hearing your informal concern.

What happens next? You and the Department Chair will have a conversation and work towards addressing your concern. If the concern is resolved at Step 2, there is no need for further action. If your concern is not resolved after communicating with the department chair, you can move on to Step 3.

***Note**: In some exceptional circumstances, the dean may determine that the informal process can be initiated at Step 3.*

Step 3: Communicate with the Dean

How do I do this? If your concern is not addressed at Step 2 by meeting with the department chair, you will next speak with the dean who supervises the faculty. At any point during the informal concerns process, the dean may call an informal meeting between you, the faculty, the department chair, and the dean to attempt to address your concern.

When will I hear back? The dean will respond to you within ten (10) instructional days of receiving the concern. If the dean does not respond, you may contact the appropriate Vice President for assistance.

What happens next? You and the Dean will have a conversation to address your concern. If the concern is addressed at Step 3, there is no need for further action. If your concern has not been addressed through the informal concerns process, you may file a formal complaint using the Formal Student Complaint Process Form. This form must be submitted to the Dean's office within ten (10) instructional days of the Dean's Step 3 response. Failure to do so causes the complaint to be denied as untimely.

***Note**: The source of this process is the Master Contract between the Community Colleges of Spokane (i.e. Spokane Colleges) Board of Trustees and the CCS Association of Higher Education.*

Processes and Resources to Address Other Issues

If you have an issue that is not addressed by the student concern process, you can contact the college employees at the bottom of this page for information about these other processes and resources:

- Title IX reporting, which includes gender discrimination and sexual misconduct
- Discrimination
- Grade change request (miscalculation of final grade)
- Error on transcript
- Retroactive withdrawal
- Financial aid appeal
- Complaint about campus facilities
- Security/safety concern
- Concern about student conduct, including academic dishonesty
- Concern about a fellow student, threat of harm to self or others (non-emergency)

SCC Students: Please contact the Retention Specialist (509-533-8591; Building 6, Room 115A) or Student Resource Navigator (509-533-7196; Building 6, Room 102H)

SFCC Students: Please contact the Student Support Services Office Manager (509-533-3553; Building 17, Room 117)

Appendix N-1 – Formal Student Complaint Process Form

SPOKANE COMMUNITY COLLEGE

Formal Student Complaint Form For Faculty

SPOKANE FALLS COMMUNITY COLLEGE

Spokane Colleges has established procedures to assist students who feel they have a complaint or concern relating to an action by a Spokane Colleges faculty member. The formal student complaint process is intended to provide a means for investigating and resolving student complaints and should be followed if, *and only* if, the informal resolution process has not been resolved to a student's satisfaction. Please carefully review the informal process guidelines to ensure that all steps have been exhausted before continuing on with completing this form.

Student Information

Student ctcLink ID _____ Student Name _____

Student Contact Information (email and/or phone): _____

Course and Instructor Name: _____

Student Complaint (Please Complete The Informal Complaint Process Before Proceeding.)

Date of Dean's Step Three Response to Informal Student Concern: _____

Date of Student's Formal Complaint: _____

Student Statement/Complaint:

_____

_____

_____

_____

_____

_____

_____

_____

(attach additional pages as necessary)

Dean Intake And Assessment

The dean assesses the formal complaint and makes a determination of whether the complaint is appropriate for further consideration.

Date the Dean Received the Student's Formal Complaint: _____

_____

☐ The student's complaint *is not* appropriate for further consideration.

- Notify the student in writing no later than ten (10) instructional days after receipt of the formal complaint. Attach response to this form. Complaint is terminated and may only be considered further by appeal to Vice President (see below).

Date of Dean's Determination Notification: _____

☐ The student's complaint *is* appropriate for further consideration.

- Within ten (10) instructional days of receiving the formal complaint send a copy to the faculty member and AHE.

Date Dean Forwarded Copy of Complaint to Faculty Member: _____

Faculty Response

The faculty submits to dean a written response to the formal complaint within ten (10) instructional days of being notified by the dean. Attach written response to form. The faculty can either:

☐ assert the informal process was not followed, or
☐ provide the dean a written response to the complaint.

Date Faculty Member Received Dean's Notification: _____

Date of AHE Notification: _____

Date of Faculty Member's Response to Complaint: _____

Division Response

A meeting to discuss the complaint and draft the division's official response is scheduled by dean within ten (10) instructional days of receiving the faculty's written response. Meeting includes the dean, faculty and AHE representative. Others may participate at the mutual agreement of the dean and faculty.

Date Dean Received Faculty Member's Written Response: _____

Date of AHE Notification: _____

Date of Division Response Meeting: _____

The dean will provide the division's formal response to the student within five (5) instructional days after the above meeting. Attach the response to this form. This serves as the official division response to the complaint.

Vice President Appeal

If the complaint is not resolved to the student's satisfaction, she or he may appeal to the Vice President within ten (10) instructional days after the division's response. The Vice President's response will be attached to this form and serves as the college's final official response to the complaint.

Date Student Filed Appeal to the VP: _____

Date of Vice President Response: _____

Date of AHE Notification: _____

Appendix O – Non-fraternization

CCS is committed to providing an environment conducive to individual development and learning. CCS and AHE recognize that a sexual or emotionally intimate relationship between AEes and students, or between AEes and those whom they supervise, may pose legal risks to the AEe, student, third parties and the college. Accordingly, AEes are prohibited from entering into a sexual or emotionally intimate relationship with anyone with whom they have a current supervisory or AEe/student relationship.

Limitations and Requirements

Sexual or emotionally intimate relationships between an AEe and a student or AEes and those whom they supervise may pose risks to the AEe, student, subordinate, third parties, and department morale. A sexual or emotionally intimate relationship between an AEe and a student or a subordinate can lead to a complaint of sexual harassment when the student or subordinate perceives they were exploited.

In addition, other AEes or students may express concern about undue access or advantage, favoritism, restricted opportunities, or unfavorable treatment as a result of the relationship. To ensure that the advising, mentoring, evaluation, and supervision of students or subordinates are conducted fairly, AEes are prohibited from entering into a sexual or emotionally intimate relationship with students or subordinates with whom they have a current 'supervisory' relationship.

For the purpose of this policy, the term 'current' is defined as within the last two (2) quarters and/or a reasonable anticipation that a supervisory role may exist in the next quarter.

The term 'supervisory' is defined as a position of power or authority. A 'supervisory' relationship may exist on or off campus in curricular, co-curricular, or extracurricular activities.

This policy does not apply to sexual or emotionally intimate relationships that are prohibited by law under RCW 9A.44 or relationships that violate discrimination or sexual harassment laws and policies.

Some professionals employed by the college (i.e. counselors, nurses, childcare workers and others) may have different, more stringent professional standards that must be met for continued licensure and/or certification. This does not preclude or replace any guidelines published by a particular professional organization. CCS expects its AEes to abide by the guidelines of any professional organization to which they are members in addition to the standards set forth in this policy.

Definitions

Supervisory responsibility: any supervisory role perceived as a position of power or authority to include, but not limited to instruction, academic or club advising, coaching, service on tenure committees, oversight of internship, assignment of grades, evaluation or effective ability to recommend in an institutional capacity for employment, scholarships, rewards or awards. "Supervisory responsibility" may occur on or off campus, in curricular, co-curricular, or extra-curricular activities.

Currently having a sexual or emotionally intimate relationship: generally, a sexual or emotionally intimate relationship has occurred within the recent past and/or is ongoing, or there exists a reasonable anticipation that a supervisory responsibility may exist in the immediate future.

Sexual or emotionally intimate relationship: an intimate, interpersonal relationship that involves physical or emotional intimacy.

Emotional intimacy: a deeply personal relationship, perpetuated by the AEe, that is not physical but may or may not include conversations or messages of a sexual nature.

Declaration and Mitigation Process

To ensure the instruction, advising, mentoring, evaluation, and supervision of students or subordinates is conducted fairly, AEes involved in sexual or emotionally intimate relationships with students or subordinates must report the relationship to the appropriate supervisor or dean with the intent to seek options to mitigate the potential conflict of interest.

This prohibition does not apply to marriage, registered domestic partners, and relationships that pre-dated either or both persons' affiliation with the district.

The AEe and supervisor/dean will develop a written plan that will describe the steps taken to ensure that there is no longer an actual, apparent, or perceptible impropriety. The written plan must be approved by the Human Resources Office.

Violations

In the event that the relationship is determined to be non-consensual, discriminatory, prohibited by law, or a conflict of interest exists, an investigation will be conducted by the Human Resources Office.

The action taken will be proportional to the severity of the offense as determined by the totality of the circumstances of the incident (the nature, frequency, intensity, location, context, method of discovery, and duration of the alleged behavior), the college's policies and procedures, student handbook, and/or AEe negotiated agreement.

Retaliation

No AEe or student shall suffer penalty or retaliation (including actions that may dissuade a reasonable person from reporting) for reporting a relationship. Retaliation against any person for bringing forward a concern or participating in the investigation of a complaint under this process, including creating a hostile work environment, forms independent grounds for taking appropriate disciplinary action.

Malicious and Frivolous Allegations

CCS will discipline members of the college community who knowingly make false or frivolous allegations of prohibited AEe/student or supervisor/subordinate relationships. No compliant will be considered malicious or frivolous solely because it cannot be corroborated.

Glossary

For guidance on commonly used terms only. Does not amend contract references or definitions.

Academic consulting – As used in Article 4, Section 4, to provide a student guidance and assistance within the AEe's expertise, as opposed to the broader academic advising work typically performed by AEe counselors.

Academic employee (AEe) — Any instructor, counselor, or librarian who is employed by Spokane Colleges.

Accredited institution of higher education — An institution recognized as having met the quality standards of a reliable accrediting agency recognized by the U.S. Department of Education or listed as such by the Council for Higher Education Accreditation.

Adjunct and part-time hourly academic employees (AEes) — All individuals not covered by annual contracted positions definition above, including annually contracted AEes during such time that they are performing duties beyond those required to maintain full-time status.

Administrator — Individual designated by Spokane Colleges to perform administrative duties 50 percent or more of the time. "Appropriate administrator" (AAd) for personnel-related/performance decisions is the designated supervisor-of-record. "Appropriate administrator" for operational processes, including the gathering of materials supporting personnel-related/performance decisions, may be another administrator with delegated responsibility.

Annually contracted AEes — AEes who fill annually contracted positions and are issued annual contracts. The term annually contracted generally includes tenured AEes, tenure-track AEes, and annualized AEes.

Balloon payment – Term that refers to the larger-than-normal Payroll deduction that typically occurs on an annually contracted AE's June 25th check (if they have selected the 19 equal payments option). Generally, this is done to pay AEe Payroll deductions during non-contracted periods, such as the summer.

Bucket class – Describes the use of a holding course for enrolling students who will progress at different rates until it is determined which level they have completed. For example, students enroll in one (5-credit) course that is designated as ENGL 99/101. The student will earn credit in one (but not both) of those courses, depending on their level of achievement.

Corequisite Class – Describes a situation where a prerequisite for a higher-level course in a sequence is taken at the same time as the higher-level course. For example, the student enrolls in both MATH 88 and MATH 107 courses (two five-credit courses). The two courses are typically paired/linked together and taught by the same instructor. Dependent upon completion of the courses, the student receives 5-credits for MATH 88, as well as 5-credits for the completion of MATH 107.

Civil duty leave – Leave granted to AEes who are required to report for jury duty service, served a subpoena, or performing other civil duties, including but not limited to, fire-fighting, search and rescue, or donation of blood. Leave for a subpoena must be on the employer's behalf or for a legal proceeding which is unrelated to the personal or financial matters of the AEe.

Classroom – Encompasses all sites where learning occurs, to include mediums that have no physical boundaries.

College in the High School (CiHS) – Per RCW 28A.600.290, CiHS is a dual enrollment program where college courses are taught by college-approved high school teachers, mentored by college AEes to foster alignment of secondary and postsecondary curriculum. The grade is transcripted by the college, and the student earns both high school and college credit.

Combining – As defined in Article 4, Section 14, a voluntary practice whereby an AEe may choose to combine two or more courses with unique item numbers in such a way that they are compensated at the rate of one class. Combining is different than Flex and does not apply to Learning Communities.

Crosswalk – Recognized tables showing equivalent course credit for industry, military or other professional training, licenses and certifications.

Dead Day – Contracted workday that typically falls on the workday immediately preceding the start of the three scheduled Final Exam days. Dead Day is a non-instructional day but can be used for scheduling in-person exams for online classes. In CTE programs, AEes may utilize dead day in a way that best serves the needs of their instructional program.

Derivative work – A new work which is based upon, or which has evolved from, an original work and which could not have been possible but for the original work. For example, a movie based upon a book is a derivative of the book.

Emotional intimacy – A deeply personal relationship, perpetuated by the AEe, that is not physical but may or may not include conversations or messages of a sexual nature.

eLearning – the use of electronic media, educational technology and information and communication technologies (ICT) in education. The term eLearning encompasses hybrid classes, flex classes, as well as classes that are taught 100% online.

Exempt — Any individual designated by Spokane Colleges to professional exempt, administrative or executive duties 50 percent or more of the time.

Faculty/Campus Development Days – As described in Article 4, Section 9, contracted AEe workdays that are generally scheduled in the middle of Fall and Spring quarters for the purpose of department work. They are not days for Spokane Colleges to schedule division, all-college, or district work, trainings, or programs.

Flipped or Inverted Instruction – A pedagogical form of blended learning where students gain first exposure to new material outside of class, usually via reading or lecture videos, and then use class time, with the instructor's personalized guidance and interaction, to assimilate that knowledge.

Faculty development leave — Leave granted for a specified period of time for the purpose of updating and/or developing knowledge, skills or abilities that add value to the organization.

Flex/Optional Modality – As defined in Article 5, Section 3, Paragraph M, a "Flex" class is one in which a group of students enroll in a single class with one item number. Each student can then choose to complete

coursework online or face-to-face. This choice by students is not an either-or choice, meaning they may switch between doing coursework online and attending face-to-face classes as they feel meets their needs. As stated in Article 5, Section 3, Paragraph M, Item 4, flex classes must be scheduled as such before students begin enrolling, and the combining of a face-to-face class and an online class (with two different item numbers) is not considered Flex.

FTEF – Full Time Equivalent Faculty

FTES – Full Time Equivalent Student

Hostile work environment – Hostile, disrespectful, or abusive speech and/or conduct that is severe or pervasive enough to create an intolerable environment in the opinion of a reasonable person.

Hybrid – A class where online instruction displaces some, but not all, face-to-face class time.

In loco parentis – A legal doctrine describing a relationship similar to that of a parent to a child. It refers to an individual who assumes parental status and responsibilities for another individual, usually a young person, without formally adopting that person.

Learning Community – Typically refers to two or three classes where both/all AEes participate in all scheduled meetings of the classes.

Leave without pay – Unpaid approved absence from work for a specified period of time for medical, family/parental, or other personal reasons.

Linked class – Refers to a class where the same cohort of students is concurrently enrolled in two or three classes, each taught by a different AEe. Those classes are linked by shared assignments and AEe collaboration outside of class.

Military leave – Leave of absence granted to report for active duty, active training duty, or fulfill an obligation to the uniformed services of the United States or the State of Washington.

Moonlight assignment – Term used to refer to any contract signed by annually contracted AEes beyond their normal 100% workload. For example, teaching an extra class (beyond one's 100% workload) would be considered a "moonlight" assignment.

OFM – Office of Financial Management

Online – A class where 100% of the instruction and interaction between an AEe and student is done online (proctored exams still allow for this classification).

Overload – Term generally used to refer to additional students added to online classes beyond the standard 25-student cap. For example, (as discussed in Article 5, Section 3, Paragraph I), an AEe teaching an online class might allow 30 students into their class. Since this is 5 students above the standard 25-student cap, those 5 additional students would be considered "overload" students for that section.

Paraprofessional – Employee who is employed to assist in certain academic functions, but not assigned professional teaching, counseling or librarian responsibilities except for classified employees performing duties in accordance with a state classification.

Personal leave – Contractually provided leave of absence, subject to advance supervisory approval.

Professional Activities Report (PAR) – As applicable to Article 10, produced by the AEe every five years as part of the post-tenure evaluation process. Submitted to the AAd in preparation for post-tenure review. Can include or be a summary of the annual SPDAs (see below) but should be comprehensive given its use in the final evaluation.

Professional leave – Preapproved leave provided for the purpose of sabbaticals or retraining.

Reassignment/Release time – Refers to partial or complete release from academic professional responsibilities or reassignment to other activities or projects which benefit the organization. The terms "reassignment" and "release" are generally used interchangeably. For example, an AEe might have a partial reassignment to work on research or curriculum projects. Or, an AEe might receive release time to serve in AHE leadership or as department chair

Reconfiguring – Differentiation of tasks and services in course design, delivery, and assessment such that responsibilities are spread among several AEes who each specialize in one of the roles.

RIF – Reduction in Force

SCC-Extension – Those units formerly part of the Institute of Extended Learning (IEL) and now under the administrative structure of SCC.

Seniority – Status, priority, or precedence achieved by length of service at Spokane Colleges.

Sick Building Syndrome (SBS) – A combination of ailments associated with an individual's place of work or residence and is generally related to poor indoor air quality, caused by flaws in the heating, ventilation, and air conditioning (HVAC) systems. Other causes have been attributed to contaminants produced by outgassing of some types of building materials, volatile organic compounds, molds, improper exhaust ventilation of light industrial chemicals used within, lack of adequate air filtration or poor fresh air exchange.

Sick leave – An employee right exercised, subject to qualification, accrual and reporting. The leave provides paid release from work for reasons of personal or family illness or injury. May also be used for treatment and care related to the illness/injury.

Student Supporter (as applied to the student concern process) – Non-employee who provides support to the complaining student but otherwise does not speak or provide legal counsel on the student's behalf.

Summary of Professional Development Activity (SPDA) – As applicable to Article 19, Section 4, Paragraph B, a summary produced annually by an AEes seeking step advancement. Written list, in no specific format, is submitted by the AEe and acknowledged when received by the AAd. The SPDA is used for purposes of step movement qualification only and is not evaluated.

Summer quarter for counselors/librarians – Defined as between July 1st and August 31st and is paid at the regular summer rate (Article 18, Section 2).

Tenured faculty – Any AEe holding a position on a permanent basis, subject to fulfillment of specified requirements outlined in the Master Contract.

Unbundling – Parsing or reassigning AEe responsibilities to paraprofessionals, staff, subcontractors, or other non-AEes.

Workday – Unit for professional responsibility, not measured by hours. For AEes the morning, afternoon and evening shall each be considered a time block. Such AEes will not be assigned to more than two (2) consecutive time blocks in any one (1) day unless required to maintain a full load. (For more information, see Article 4, Section 7).

Work year – The number of contracted days for annually contracted AEes shall be one hundred seventy-five (175) as scheduled in the approved college calendar.

Workplace bullying – The tendency of individuals or groups to use persistent aggressive, disrespectful or unreasonable behavior against another. It may include a combination of tactics creating the perception of personal attack, workplace ostracism, misuse of position and/or other intimidating behavior. Forms may include, but are not limited to e-mail, voice mail, web postings, or personal interactions.