

Skagit Valley College

COLLECTIVE BARGAINING AGREEMENT

For the 2025-2026, 2026-2027, and 2027-2028
Academic Years

Between the

BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 4

and the

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

COLLECTIVE BARGAINING AGREEMENT 2025-2028

PREAMBLE	1
ARTICLE 1	RECOGNITION 1
1.1	GENERAL RECOGNITION. 1
1.2	ADMINISTRATIVE DUTIES. 1
ARTICLE 2	MEMBERSHIP, DUES, AND CONTRIBUTIONS 1
2.1	MEMBERSHIP. 1
2.2	NOTIFICATION TO EMPLOYEES. 1
2.3	AUTHORIZATION OF UNION DEDUCTION. 1
2.4	REVOCATION OF MEMBERSHIP. 2
2.5	PAYROLL DEDUCTION AND INDEMNIFICATION. 2
ARTICLE 3	FEDERATION RIGHTS 2
3.1	USE OF FACILITIES. 2
3.2	POSTINGS. 2
3.3	COMMUNICATIONS. 3
3.4	BOARD MEETINGS. 3
3.5	INFORMATION. 3
3.6	ADMINISTRATIVE PROCEDURES ACT HEARING NOTICES. 3
3.7	FACULTY LIST. 3
3.8	FEDERATION RELATED MEETINGS. 3
3.9	DISTRIBUTION OF AGREEMENT. 4
3.10	NEW HIRE NOTIFICATION. 4
3.11	REASSIGNED TIME FOR FEDERATION PRESIDENT. 4
3.12	REASSIGNED TIME FOR FEDERATION LEAD NEGOTIATOR. 4
3.13	ASSOCIATE FACULTY LIAISON. 5
ARTICLE 4	FACULTY RIGHTS 5
4.1	INDIVIDUAL RIGHTS. 5
4.2	RIGHTS OF MEMBERS IN BARGAINING UNIT. 5
4.3	DISCIPLINARY ACTION. 5
4.4	SAFETY. 5
4.5	STAFF LOUNGE. 6
4.6	LIABILITY PROTECTION. 6
4.7	TRAVEL. 6
4.8	PARKING, PROXIMITY CARDS, AND KEYS. 6
4.9	COPYRIGHTS AND PATENTS. 7
4.10	POLICY AND PROCEDURES MANUAL. 7
4.11	INDIVIDUAL CONTRACTS. 7
4.12	ACADEMIC FREEDOM. 8
4.13	PERSONNEL FILES. 8
4.14	VOLUNTARY TRANSFER. 8
4.15	POSTINGS (FULL-TIME). 9
4.16	RESIGNATION. 9
4.17	SEPARATION OF ASSOCIATE FACULTY. 9
4.18	RETIREMENT. 9
4.19	NON-DISCRIMINATION AND PREVENTION OF SEXUAL HARASSMENT. 9
4.20	FULL-TIME FACULTY YEARS OF SERVICE. 10
4.21	EMERITUS STATUS. 10
ARTICLE 5	FACULTY WORKLOAD STANDARDS..... 11

COLLECTIVE BARGAINING AGREEMENT 2025-2028

5.1	FULL-TIME INSTRUCTIONAL, COUNSELING AND LIBRARY FACULTY RESPONSIBILITIES.	11
5.1.4	COLLEGE IN THE HIGH SCHOOL	12
5.2	WORKLOAD STANDARDS: TENURED AND TENURE-TRACK INSTRUCTIONAL FACULTY.	14
5.3	WORKLOAD STANDARDS: COUNSELORS AND LIBRARIANS.....	17
5.4	COUNSELING FACULTY RESPONSIBILITIES.	18
5.5	LIBRARY FACULTY RESPONSIBILITIES.	19
5.6	WORKLOAD STANDARDS: ASSOCIATE FACULTY RESPONSIBILITIES.	19
5.7	FLEXIBLE SCHEDULING.....	21
5.8	ACADEMIC CALENDAR.....	22
5.9	DEPARTMENT CHAIR POSITION DESCRIPTIONS.	23
5.10	WORKLOAD STANDARDS: DEPARTMENT LIAISON POSITION RESPONSIBILITIES.....	28
5.11	CERTIFICATION.	28
ARTICLE 6	FACULTY SUPPORT FACILITIES	29
6.1	FACILITIES, EQUIPMENT, AND SUPPLIES.	29
6.2	OFFICES.	29
6.3	FACILITIES.....	29
6.4	FACULTY SUPPORT.	29
ARTICLE 7	FACULTY PROFESSIONAL DEVELOPMENT	29
7.1	PROFESSIONAL DEVELOPMENT EDUCATION.....	29
7.2	PROFESSIONAL DEVELOPMENT ATTENDANCE.....	30
7.3	PROFESSIONAL DEVELOPMENT FUNDING.	30
7.4	PROFESSIONAL DEVELOPMENT REQUIREMENTS.....	31
7.5	TUITION AND FEE WAIVER.	33
7.6	EXCEPTIONAL FACULTY AWARD FUNDS.	33
7.7	SABBATICALS FOR PROFESSIONAL IMPROVEMENT.	34
ARTICLE 8	EVALUATION	36
8.1	MANAGEMENT RIGHTS:	36
8.2	TENURE-TRACK AND FULL-TIME TEMPORARY FACULTY EVALUATION.....	36
8.3	POST-TENURE EVALUATION.	37
8.4	EVALUATION ASSOCIATE FACULTY.	37
8.5	EVALUATION TOOLS.....	37
ARTICLE 9	LEAVE PROVISIONS (HEALTH, BEREAVEMENT AND EMERGENCIES).....	39
9.1	SICK LEAVE	39
9.2	SICK LEAVE ACCRUAL – TENURED AND TENURE-TRACK FACULTY.	40
9.3	SICK LEAVE ACCRUAL - ASSOCIATE FACULTY.	40
9.4	SICK LEAVE USAGE	40
9.5	DEDUCTION FOR USE.	42
9.6	RECORDING LEAVE.....	42
9.7	EXHAUSTION OF SICK LEAVE.....	42
9.8	INSURANCE DURING LEAVES/CONTINUATION OF BENEFITS.....	43
9.9	SICK LEAVE NOTIFICATION	43
9.10	VERIFICATION.....	43
9.11	RETURN TO WORK/FITNESS FOR DUTY.....	43
9.12	TRANSFER OF SICK LEAVE.....	44
9.13	SHARED LEAVE.....	44
9.14	SICK LEAVE ANNUAL BUYOUT	44
9.15	UNUSED ACCRUED SICK LEAVE.	44
9.16	ACTIVE EMPLOYMENT.	44
9.17	REINSTATEMENT OF SICK LEAVE.	44

COLLECTIVE BARGAINING AGREEMENT 2025-2028

9.18	SEPARATION FROM EMPLOYMENT	45
9.19	REMUNERATION FOR UNUSED SICK LEAVE AT RETIREMENT.	45
9.20	VEBA PARTICIPATION VOTE.....	45
9.21	BEREAVEMENT AND EMERGENCY LEAVE.	46
9.22	CIVIL DUTY LEAVE.	47
9.23	MILITARY LEAVE.	47
9.24	PERSONAL LEAVE.	47
9.25	UNPAID LEAVE OF ABSENCE FOR HEALTH OR PROTECTED LEAVE PURPOSES.	48
9.26	PAID FAMILY MEDICAL AND LEAVE PROGRAM	50
9.27	UNPAID LEAVE OF ABSENCE FOR NON-HEALTH OR NON-PROTECTED LEAVE PURPOSES.	50
9.28	UNAUTHORIZED ABSENCES.	50
ARTICLE 10	PROBATIONARY EMPLOYMENT AND TENURE	50
10.1	AUTHORITY TO GRANT TENURE.....	50
10.2	PURPOSE OF TENURE REVIEW.....	50
10.3	DEFINITIONS RELATED TO TENURE REVIEW.	51
10.4	ADMINISTRATION OF THE TENURE REVIEW PROCESS.....	52
10.5	SELECTION OF TENURE REVIEW COMMITTEE MEMBERS.....	53
10.6	DUTIES AND RESPONSIBILITIES OF THE TENURE REVIEW COMMITTEE.....	54
10.7	CRITERIA FOR EVALUATING CANDIDATES.....	54
10.8	TENURE REVIEW COMMITTEE PROCEDURES	56
10.9	TENURE REVIEW COMMITTEE DOCUMENTATION AND REPORTING	58
10.10	DECISION TO AWARD OR WITHHOLD TENURE	59
ARTICLE 11	ECONOMIC PROVISIONS	60
11.1	FULL-TIME FACULTY COMPENSATION.	60
11.2	TURNOVER SAVINGS.	62
11.3	HIGH DEMAND POSITIONS.	62
11.4	NURSING EDUCATOR POSITIONS.	64
11.5	FULL-TIME TEMPORARY FACULTY (NON-TENURED AND NON-TENURE TRACK) CONTRACTS	65
11.6	ASSOCIATE FACULTY COMPENSATION.....	66
11.7	MULTI-QUARTER CONTRACTS FOR ASSOCIATE FACULTY POSITIONS.	72
11.8	BEYOND NORMAL TEACHING LOAD PAY.	73
11.9	EXTRA DUTY AND SUMMER PAY.	74
11.10	DEPARTMENT CHAIR COMPENSATION.	77
11.11	BACHELOR’S DEGREE DEPARTMENT CHAIR COMPENSATION.	77
11.12	DEPARTMENT LIAISON COMPENSATION.....	77
11.13	RETIREMENT PROGRAMS.	78
11.14	RETIREMENT CONTRIBUTIONS AND DEDUCTIONS.....	78
11.15	SUPPLEMENTAL RETIREMENT CALCULATIONS.....	78
11.16	REEMPLOYMENT FOLLOWING RETIREMENT	79
11.17	INSURANCE PROGRAMS.....	79
11.18	PART-TIME EMPLOYEE ELIGIBILITY FOR HEALTH INSURANCE BENEFITS.....	79
11.19	INSURANCE DURING LEAVES.....	79
11.20	PAID FAMILY MEDICAL LEAVE PREMIUMS.	79
ARTICLE 12	DISCIPLINE.....	80
12.1	INTENT.....	80
12.2	ATTEMPT AT INFORMAL RESOLUTION.....	80
12.3	RIGHT TO REPRESENTATION.	80
12.4	INVESTIGATIONS.	80
12.5	DISCIPLINE.	82

COLLECTIVE BARGAINING AGREEMENT 2025-2028

ARTICLE 13	GRIEVANCE PROCEDURE	84
13.1	PURPOSE AND DEFINITIONS.....	84
13.2	INFORMAL LEVEL.....	84
13.3	FORMAL LEVEL	84
ARTICLE 14	DISMISSAL FOR SUFFICIENT CAUSE OR REDUCTION IN FORCE.....	87
14.1	DISMISSAL FOR SUFFICIENT CAUSE.....	87
14.2	DISMISSAL OF TENURED OR PROBATIONARY FACULTY AS THE RESULT OF REDUCTION IN FORCE.	88
14.3	REDUCTION IN FORCE UNIT LIST.....	89
14.4	DISMISSAL REVIEW COMMITTEE.	91
14.5	APPOINTING THE HEARING OFFICER AND HEARING PROCEDURES.	93
14.6	DISMISSAL FOR SUFFICIENT CAUSE PROCEDURES.	98
14.7	PROCEDURES FOR DISMISSAL OF TENURED FACULTY DUE TO REDUCTION IN FORCE.	99
14.8	CONFIDENTIALITY OF REPORTS.....	101
ARTICLE 15	MANAGEMENT RIGHTS	101
15.1	MANAGEMENT RIGHTS.	101
ARTICLE 16	SAVINGS CLAUSE.....	102
16.1	CONTRACT IMPAIRMENT.....	102
16.2	SAVINGS CLAUSE.....	102
ARTICLE 17	SCOPE OF AGREEMENT	102
17.1	SCOPE OF AGREEMENT.....	102
17.2	ENTIRE AGREEMENT.	102
17.3	ZIPPER CLAUSE.	102
17.4	LEGISLATIVE FUNDING.....	103
17.5	SPECIAL EXCLUSIONS.....	103
ARTICLE 18	UNINTERRUPTED EDUCATIONAL ACTIVITIES	103
ARTICLE 19	LABOR RELATIONS.....	103
19.1	JOINT LABOR MANAGEMENT COMMITTEE.	103
19.2	EMPLOYEE RELATIONS PROCEDURE.	103
ARTICLE 20	DURATION	104
SIGNATURE PAGE.....		105
APPENDIX A: TENURED AND TENURE-TRACK AND ASSOCIATE COMPENSATION SCHEDULE		106
APPENDIX B: FACULTY EARLY RETIREMENT PROGRAM.....		109
APPENDIX C: DISTRICT DEPARTMENT LIST		113
APPENDIX D: DISTRICT-WIDE SUPERVISING ADMINISTRATORS		114
APPENDIX E: DEPARTMENT CHAIR SPREADSHEET		115
APPENDIX F: REDUCTION IN FORCE UNITS		116
APPENDIX G: PROGRAM/COURSE		117
APPENDIX H: HIGH WAGE CALCULATIONS		119
APPENDIX I: DISMISSAL FOR SUFFICIENT CAUSE TIMELINE		120
APPENDIX J: DISMISSAL REDUCTION IN FORCE TIMELINE		123

APPENDIX K: FACULTY EVALUATION – CONSOLIDATED PORTFOLIO..... 127

APPENDIX L: COURSE CAPS 128

PREAMBLE

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

Article 1 RECOGNITION

1.1 General Recognition.

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

1.2 Administrative Duties.

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

Article 2 MEMBERSHIP, DUES, AND CONTRIBUTIONS

2.1 Membership.

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

2.2 Notification to Employees.

The employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Federation's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Federation. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

2.3 Authorization of Union Deduction.

Within thirty (30) calendar days from when the Federation provides written notice of employee's authorization for deduction in accordance with the terms and conditions of

their signed membership card, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Federation. The Employer will provide payments for the deductions to the authorized Federation representative within five (5) working days of issuance of payroll checks.

2.4 Revocation of Membership.

An employee may revoke their membership and authorize cancellation of their payroll deduction of dues by the employee providing written notice to the Federation. The Federation will subsequently provide written notice to the Employer of the revocation of membership and dues cancellation. After receipt of the confirmation from the Federation, every effort will be made to make the cancellation effective on the first payroll and no later than the second payroll after payroll's receipt of the notice.

2.4.1 Revocation does not alter an employee's status as part of the bargaining unit covered by this Agreement.

2.5 Payroll deduction and indemnification

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

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

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

Article 3 FEDERATION RIGHTS

3.1 Use of Facilities.

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

3.2 Postings.

The Federation or its affiliates shall have the right to post notices of its activities and matters of concern on bulletin boards and electronic sites assigned for its use. The

Federation or its affiliates may use other College District bulletin boards or electronic resources in accordance with District policy related to such postings.

3.3 Communications.

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

3.4 Board Meetings.

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

3.5 Information.

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

3.6 Administrative Procedures Act Hearing Notices.

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

3.7 Faculty List.

The Employer agrees to provide the Federation President, within a reasonable time during each academic year, the names, addresses, email addresses, telephone numbers (privacy requests excepted), and designated supervising administrator of all full-time faculty. A list of associate faculty showing name, address, email, telephone number (privacy requests excepted), and administrative unit shall be provided to the Federation President and Associate Faculty Liaison by the third week of the quarter. Annually, Joint Labor Management Committee will review the associate faculty roster and provide for corrections to designated supervising administrator and administrative unit.

3.8 Federation Related Meetings.

The Federation shall have the right to send one or more representative(s) to legislative committee hearings, SBCTC meetings, or Federation regional or statewide meetings/conferences. The Federation agrees to pay the costs of a substitute that may be necessary, in the judgment of the appropriate administrator, to fulfill the

representative's assignment during the individual's absence. Travel and related expenses shall be borne by the Federation.

3.9 Distribution of Agreement.

Copies of this Agreement will be available electronically to all members of the bargaining unit within thirty (30) days of its execution.

3.10 New Hire Notification.

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

3.11 Reassigned Time for Federation President.

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

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

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

3.12 Reassigned Time for Federation Lead Negotiator.

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

- 3.12.1 The lead negotiator shall provide representation of the bargaining unit for changes to Article 11 based on salary allocations as approved by the legislature and stipulated in Article 20;
- 3.12.2 The lead negotiator will also be responsible for ongoing negotiation issues

and research as directed by SVCFT.

3.13 Associate Faculty Liaison.

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

3.13.1 The role of the Associate Faculty Liaison will be to communicate associate faculty concerns to SVCFT and College administration.

3.13.2 The Associate Faculty Liaison will be paid 5 FCU's for each of fall, winter, and spring quarters at their current associate faculty rate. SVCFT will reimburse the College for 50% of the actual costs for this position.

Article 4 FACULTY RIGHTS

4.1 Individual Rights.

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

4.2 Rights of Members in Bargaining Unit.

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

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

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

4.3 Disciplinary Action.

No faculty shall be reprimanded, disciplined, or reduced in compensation without just cause and due process. The faculty disciplinary process is outlined in Article 12. This section shall not apply in matters regarding tenure review or dismissal handled pursuant to Articles 10 and 14, respectively.

4.4 Safety.

Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All faculty shall follow current safety rules and procedures. Faculty shall be given immediate notice of any known present or imminent danger to body or property, whether from physical or human origin. The *All Hazards Emergency Response Plan*, located on the SVC intranet, provides a guide for responding to emergencies and disasters.

Faculty are encouraged to report observed behavior that warrants concerns for the safety and well-being of the community, or the safety of an individual by filing an SVC CARE Team Incident Report.

Incident Report Forms are available to report any campus safety issues, crimes, accidents, dangerous conditions, or suspicious activity. This includes violations of college and campus rules, policies, and procedures.

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

4.5 Staff Lounge.

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

4.6 Liability Protection.

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

4.7 Travel.

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

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

4.8 Parking, Proximity Cards, and Keys.

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

- 4.8.1 The Employer will make available to members of the bargaining unit the required key(s) or proximity card(s) necessary to perform their job(s).
- 4.8.2 All keys and proximity cards will be returned at the time of separation of employment. Associate faculty will return SVC property at the end of the quarter unless they have been issued a contract for a subsequent quarter.

4.9 Copyrights and Patents.

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

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

4.10 Policy and Procedures Manual.

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

4.11 Individual Contracts.

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

- 4.11.1 Each year the Employer shall provide all annually contracted faculty a contract and/or re-appointment letter no later than sixty (60) calendar days

prior to the ensuing academic year.

4.12 Academic Freedom.

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

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

4.13 Personnel Files.

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

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

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

4.14 Voluntary Transfer.

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

4.15 Postings (Full-time).

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

4.16 Resignation.

4.16.1 Resignation of full-time faculty. A full-time faculty member resigning a position for the subsequent instructional year shall notify the appropriate supervising administrator and submit a letter of resignation to the President. Once the President accepts the resignation in writing to the faculty member, the resignation cannot be revoked unless agreed to by the President.

4.16.2 Resignation of associate faculty. An Associate faculty member resigning shall notify the appropriate supervising administrator and submit a letter of resignation. A copy of the letter will be provided to Human Resources.

4.17 Separation of Associate Faculty.

An associate faculty's supervising administrator will provide notice of separation when active status ends per Article 9.16. Separation of associate faculty will take effect on the first of the following month, unless notice is given on the first working day of the month.

4.18 Retirement

Any faculty member who plans to retire at the end of the current contract must submit a signed declaration of their intent to retire to the President. Once the President accepts the retirement in writing to the faculty member, the retirement cannot be revoked, unless agreed upon by the President.

Early notification of retirement stipends are paid in accordance with Article 11.13.2.

The Human Resources Office shall assist the retiring faculty member in determining benefits.

4.19 Non-Discrimination and Prevention of Sexual Harassment.

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

4.20 Full-time Faculty Years of Service.

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

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

4.21 Emeritus Status.

In recognition of the contributions of its retired faculty, an emeritus status of distinction may be granted to eligible retiring faculty who are members in good standing at the College.

- 4.21.1 Eligibility. Faculty members with ten (10) or more years of continuous employment at the College, who retire as members of any Washington State Retirement System, and are in good standing, shall be eligible for emeritus status with certain lifetime privileges for their contribution to the College.
- 4.21.2 Recommendation/Award. Faculty meeting the above eligibility requirements may request Emeritus status. Conferring of this title is not automatic upon retirement. The President will review requests and recommend those candidate(s) in good standing and who have demonstrated meritorious service to the College to the Board of Trustees for their approval.
- 4.21.3 Emeritus Privileges. A complete listing of privileges can be obtained by contacting the Human Resources Office. Emeriti faculty member are not eligible for employee health benefits or compensation.
- 4.21.4 Responsibility of Emeritus Faculty. Emeritus faculty who provide services to SVC in any capacity, will adhere to the Ethics in Public Service Act and SVC policies, including those governing the use of college facilities and conduct on college property or events. Failure to adhere may result in the

emeritus status being revoked.

- 4.21.5 Provisions of Employment Supersede Emeritus Status. Emeritus status is an honorary status and carries no formal employment relations, associated responsibilities or compensation. When an emeritus faculty member is employed by the College, whether as a post-retirement faculty member teaching on an associate faculty basis or in another capacity, the provisions of the employment shall prevail.

Article 5 FACULTY WORKLOAD STANDARDS

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

Full-time faculty shall meet the following general responsibilities:

- 5.1.1 Faculty shall provide services within their individual areas of competency, including teaching, counseling or library duties, according to their individual workload assignments, which support successful learning appropriate to a diverse student population, including underprepared students.
- 5.1.2 Faculty shall provide such services during the contracted workdays.
- 5.1.3 Faculty shall comply with and carry out non-teaching duties normally associated with the instructional process:
 - 5.1.3.1 Encouraging creativity, innovation, and commitment to the goals and objectives of the department. Fostering communication among members of the department, between department and other departments, and between departments and the appropriate administrator.
 - 5.1.3.2 Meeting regularly to discuss department business and report recommendations to appropriate administrator.
 - 5.1.3.3 Supporting college wide advising.
 - 5.1.3.4 Participating with advisory board(s) or accrediting organizations as appropriate.
 - 5.1.3.5 Developing curricula to support student progress, completion, and articulation.
 - 5.1.3.6 Participating in learning outcomes assessment to assure quality programs.
 - 5.1.3.7 Providing input for College's strategic and operational planning.

- 5.1.3.8 Participating on screening committees and assisting in recruiting and recommending the hiring of faculty.
- 5.1.3.9 Providing input regarding the annual schedule.
- 5.1.3.10 Non-teaching departmental duties and responsibilities shall be determined by the appropriate administrator, in cooperation with departmental chairs, after consultation with faculty assigned to that administrative unit.
- 5.1.3.11 An average of no more than three (3) hours per month over the academic year shall be required for training activities.
- 5.1.3.12 Attendance at graduation ceremonies is encouraged but shall not be mandatory. Attendance will count toward faculty non-instructional day.

5.1.4 College in the High School.

Faculty from disciplines that offer four-year transferable courses may be asked to serve as College in the High School liaisons. Disciplines that offer four-year transferable courses will offer a minimum of one (1) to three (3) SVC courses for College in the High School articulation and implementation.

CiHS courses will be courses offered in the first 2-3 quarters of the appropriate program/department degree map and/or general non-major courses that satisfy a distribution requirement. Additional courses beyond these guidelines, including courses beyond a minimum of (1) to there (3) SVC courses per discipline, may be offered and articulated by mutual agreement between the department chair and the appropriate administrator. may be offered and articulated with mutual agreement between the faculty and the appropriate administrator.

Existing College in the High School course articulations listed in the 2021-2022 College in the High School Student Handbook Appendix B will not be affected by 5.1.4 and will continue to be offered.

- 5.1.5 Faculty shall accept the responsibility to serve on committees and perform other duties related thereto in accordance with District policy relating to such assignments.
- 5.1.6 Faculty shall strive for professional growth by participating in workshops, in-service training, and other activities designed to enhance professional competency.

- 5.1.7 Faculty must notify the appropriate instructional administrator of any absence from campus if such absence involves cancellation of a scheduled class or activity.
- 5.1.8 A shared appointment contract is available in a mutually agreed upon arrangement with the District where the faculty work a schedule that is different from the usual full-time schedule. In such instances, a contract delineating all exceptions to normal terms of employment will be executed by the faculty involved and the President or designee.
- 5.1.9 Service. All tenured SVC Faculty are expected to engage in Service to the College. Faculty will contribute to institutional stability and growth by serving in either: one Option A role, OR two Option B roles, OR three Option C roles, OR a mutually agreed upon combination of these options as described below. Determinations on whether a committee, club, or other role is considered to be larger or smaller time commitment will be proposed by the faculty member and subject to the approval of the supervising instructional administrator. Beyond the options below, faculty may include other activities (tutoring, Writing Center, Math Center, internship coordination, high school partnerships, etc.) as Service options with approval of the supervising administrator.

5.1.9.1 Service Options

Service Option A example includes:

- Chairing or co-chairing a committee or workgroup with a larger time commitment (such as the Curriculum Committee)

Service Option B examples include:

- Serving on a committee or workgroup with a larger time commitment
- Serving on a Tenure Review Committee
- Chairing or co-chairing a governance committee or workgroup with a smaller time commitment
- Serving as the faculty advisor or co-advisor for a student club with a larger time commitment
- Serving on a screening committee with a likelihood of having greater than 60 applicants
- Serving an additional 20-30 student advisees beyond the standard number of advisees
- Performing larger time commitment community outreach, recruitment, and/or other external work on behalf of SVC
- Serving as a Dual Credit liaison with a larger time commitment (e.g. College in the High School)

Service Option C examples include:

- Serving on a committee or workgroup with a smaller time commitment
- Serving on an advisory committee (not as department chair)
- Serving as the faculty advisor or co-advisor for a student club with a smaller time commitment
- Serving on a screening committee with a likelihood of having between 30 and 60 applicants
- Performing community outreach, recruitment, and/or other external work on behalf of SVC with a high time commitment
- Serving as a Dual Credit liaison with a smaller time commitment (e.g. Tech Prep)

5.2 Workload Standards: Tenured and Tenure-Track Instructional Faculty.

For purposes of this Agreement, instructional faculty (including annually contracted faculty) shall mean individuals whose primary duties and responsibilities involve classroom teaching on a quarterly class schedule and providing service to the college.

A normal workday for instructional faculty shall be defined as the individual workload assignments made in accordance with the criteria set forth below; provided, that, when classes are not scheduled during the number of days required by this Agreement, instructional faculty shall attend all scheduled activities, perform all departmental duties assigned by department chairs and approved by the appropriate administrator, and academic advising functions, that, if an instructional faculty participates in academic advising functions prior to the date when all faculty are required to report for duty, such employee shall be granted compensatory time for such service by appropriate administrator.

5.2.1 Contract days and Hours per week. Faculty are expected to work an average of thirty-five (35) hours per week. Tenured and Tenure-Track instructional faculty are contracted annually for 172 workdays.

5.2.2 Workload Assignments. The instructional administrator, in consultation with the department chair, shall determine and assign individual workloads. Instructional faculty shall be assigned reasonable and equitable workloads designed to allow the college district to fulfill its instructional mission. Workload assignments will be determined in accordance with the following criteria:

5.2.2.1 Teaching Load. An annual teaching load assignment of 45 instructional units (IUs) shall be made in the spring for the upcoming academic year. Once a faculty has been assigned a teaching load of 45 IUs, the instructional faculty are under no obligation to teach additional IUs for load. The teaching of 45 instructional units shall be spread approximately evenly throughout the regular academic year.

This distribution of teaching load may be adjusted with mutual agreement between the administration and the faculty member. If, for example, an instructional faculty teaches night, weekend, or summer, this may be calculated as part of the regular teaching load, in accordance with 5.2.3 below.

Teaching load assignments should be in the primary discipline(s) of a faculty member except by mutual agreement between the faculty member and the relevant instructional administrator.

- 5.2.2.2 Moonlight & Overload. Tenured and Tenure-Track faculty will be assigned an annual load as close to 45 IU's as possible. Due to the nature of certain programs, a tenured faculty may be assigned to teach loads which exceed the required teaching load of 45 IU's. This determination would be made spring quarter for annual load assignment, these faculty will be paid overload per 11.8 of the Collective Bargaining Agreement.

5.2.3 Instructional Units. Instructional units shall be computed as follows:

- 5.2.3.1 One credit hour shall equal 1.00 instructional unit; provided, that one contact hour of laboratory instruction per week shall equal 0.75 instructional unit;
- 5.2.3.2 When rules and regulations of state and other agencies dictate basic teaching loads, instructional faculty teaching loads will be assigned accordingly.

5.2.4 Course Caps. The appendix for course caps will be developed in JLMC and produced by December 2025. See Appendix L for Course Caps.

5.2.5 Class schedule. An instructional faculty's class schedule shall be established on the basis of student needs and efficiency of program scheduling.

- 5.2.5.1 If a faculty is required to work at times other than those regularly assigned, a schedule shall be established to avoid a split shift whenever possible.

5.2.5.2 If there is a need for a faculty to make a change to a course's published modality, a temporary change may be made immediately with notice given to students, department chair, and supervisor. Any mid-quarter change is temporary and limited to five (5) business days. Subsequent actions concerning course modality shall follow the procedures outlined in the Faculty Guidelines.

5.2.6 Learning Communities. In fully-coordinated learning communities that are 100% team-taught, the credit load for each faculty member shall be equivalent to the total credit hours for the learning community. For fully-coordinated learning communities that are 50% team-taught, the course cap and credit load for each faculty member will be 75% of a fully-coordinated learning community that is 100% team-taught.

5.2.7 College in the High School. Upon request from the Director of Dual Credit Programs (or appropriate administrator) the CiHS Faculty Coordinator will identify faculty with appropriate disciplinary and teaching experience to serve as CiHS Liaisons. In cases where multiple faculty are interested in serving, the relevant instructional dean will assign the liaison role in consultation with the department chair and CiHS Faculty Coordinator. The order of assignment will be:

- tenured faculty
- tenure-track faculty in 2nd or 3rd year
- full-time temporary
- senior associate faculty
- associate faculty (step C, B, and A) who have taught the course a minimum of three times at SVC and have at least 45 FCUs of SVC teaching experience.

In the event there are no faculty interested in serving as a liaison, the instructional dean, in consultation with the department chair and CiHS Faculty Coordinator, will assign the liaison role to a tenured, tenure-track (2nd or 3rd year) or FT temporary faculty with the requisite disciplinary degrees and expertise. Faculty will not be required to serve as liaison for more than three CiHS sections per year. College in the High School Liaisons will receive a stipend or equivalent load FCU as explained in Appendix A.

- 5.2.8 I-BEST. Faculty serving as I-BEST instructors in new and existing combinations will receive credit load equivalent to the percentage overlap with the content course as defined in the faculty handbook. This compensation is separate from any compensation I-BEST instructors receive for teaching scheduled I-BEST support sections that meet outside of the scheduled meeting times for the content course in which students are receiving I-BEST support.
- 5.2.9 Class preparation and student evaluation as appropriate.
- 5.2.10 Office hours. Each instructional faculty shall maintain five (5) office hours per week for student availability.
- 5.2.10.1 No later than seven (7) working days after the first day of each quarter, each instructional faculty shall submit such a schedule of office hours to the appropriate administrator for review and mutual agreement. If mutual agreement cannot be reached, the matter will be referred to the Vice President of Academic Affairs for resolution. Following review by the appropriate administrator, such schedule shall be posted on the faculty's office door.
- 5.2.11 Committee and/or advisorships. Should not exceed two per regular academic year.
- 5.2.12 Advising loads. Shall be 20-30 students per quarter with duties and responsibilities related thereto as determined by the College District policy. Consideration may be given for substituting advising load for instructional load either to fulfill annual workload or at the request of faculty.
- 5.2.13 Coop Learning Models. A table of current Coop Learning Models will be developed in JLMC and produced by December 2025. The table will be included in the Agreement and replace this section once approved by JLMC.

5.3 Workload Standards: Counselors and Librarians.

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

- 5.3.1 Library and counseling faculty shall be required to meet all duties and responsibilities during each normal work day of the contracted days in an annual faculty contract.

- 5.3.2 The 172 work days shall be divided into work weeks consisting of thirty-five (35) hours each work week. Within such thirty-five (35) hour work week, the appropriate administrator shall, in consultation with employees assigned to their administrative unit or area, schedule normal work days of consecutive hours, including a lunch period; provided, that the appropriate administrator may schedule such consecutive hours at times when the patron demand for professional services warrants such scheduling.
- 5.3.3 Duties and responsibilities required for such faculty mean major function assignments, committees and/or advisorships, department or area duties, and meetings.
- 5.3.4 A library or counseling faculty's class schedule shall be established on the basis of student needs and efficiency of program scheduling. If a faculty member is required to work at times other than those to which they are regularly assigned, their schedule shall be established to avoid a split shift whenever possible.
- 5.3.5 Committee participation and/or advisorships shall not exceed two per regular academic year.
- 5.3.6 If Library/Counseling faculty work nights, weekends, summer or in eLearning, this may be calculated based on the faculty member's current rate of pay.

5.4 Counseling Faculty Responsibilities.

- 5.4.1 Advise, counsel, and provide personal, career and educational guidance to students in a variety of modalities—individually, in groups, and online—in accordance with recognized counseling practices.
- 5.4.2 Develop, prepare and teach college-approved courses, adhering to all instructional responsibilities.
- 5.4.3 Interpret standardized tests and measurements commonly understood to be psychological in nature.
- 5.4.4 Serve as a referral person for on campus and off campus resources, when appropriate, in cases where students may need additional medical, social, or educational help.
- 5.4.5 Serve as a consultant to instructional faculty and staff about counseling and advising needs of particular students.
- 5.4.6 Recommend content to develop and update advising resources to assist students in meeting degree and certificate requirements.

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

5.5 Library Faculty Responsibilities.

- 5.5.1 Provide and assess library services that enhance student retention and academic success particularly with respect to information literacy, library information services, resource sharing, circulation, and collection development.
- 5.5.2 Develop, prepare and teach college-approved courses adhering to all instructional responsibilities.
- 5.5.3 Select materials of various types necessary to develop a comprehensive library collection including print and digital medium to meet the needs of students and staff.
- 5.5.4 Provide instruction in use of library material and services individually, in groups or online in accordance with recognized library practices.
- 5.5.5 Consult with instructional faculty and staff to ensure access to library materials designed to support student success.
- 5.5.6 Serve as a consultant to instructional faculty and staff about library resources and information literacy.
- 5.5.7 Develop and deliver training for faculty, staff and students to assist with the dissemination of current information related to library and information resources.

5.6 Workload Standards: Associate Faculty Responsibilities.

- 5.6.1 Associate instructional faculty shall perform all instructional and related duties required by their specific teaching assignments specified by their individual employment contracts.
- 5.6.2 Additional Associate Faculty Duties: Associate faculty are expected to complete additional duties associated with their step placement.
- 5.6.3 Any associate faculty member who fails to complete the additional duties associated with their step may not be offered further course assignments or step promotions. Failure to complete Step B, Step C, or Senior Associate additional duties may result in reassignment of faculty to their previous step.
- 5.6.4 Step A Associate Faculty. As an ongoing condition of employment, all Step A and A+ associate faculty will be required to complete additional duties.

5.6.4.1 Hold 1-2 office hours per week depending on credit load and course delivery mode. See 5.6.9.

5.6.5 Step B and C Associate Faculty: As an ongoing condition of employment, all Step B, B+ and Step C associate faculty will be required to complete additional duties.

5.6.5.1 Hold 1-3 office hours per week depending on credit load and course delivery mode. See 5.6.9

5.6.5.2 Complete at least one professional development activity per year described in Article 7.

5.6.6 Senior Associate Faculty: Senior Associates/Senior Associate+ receive priority for multi-quarter assignments and course assignments, thereby recognizing the knowledge and experience they contribute to the college. Senior Associates/Senior Associate+ that apply for tenure-track positions at SVC, for which they meet the minimum qualifications, will receive an interview.

As an ongoing condition of employment, all Senior Associate/Senior Associate+ faculty will be required to complete additional duties.

5.6.6.1 Hold 2-5 office hours per week depending on credit load and course delivery mode. See 5.6.9.

5.6.6.2 Complete a professional development plan following the same processes and requirements as tenure-track faculty.

5.6.6.3 Participate in program review and improvement.

5.6.6.4 Participate in department, unit, and college-wide meetings.

5.6.7 Senior Associate Non-Renewal. Management reserves the right to non-renew an associate faculty contract or not award a promotion to Senior Associate for any reason. Such a decision is not subject to the grievance procedure of this agreement. However, whenever appropriate, the college will make every effort to provide feedback and a transparent process.

Per Article 2.2 Notification of Employees, Management will provide notification of non-renewal to Senior Associate faculty and the Federation President when a Senior Associate appointment is not renewed. Senior Associate positions are renewed annually at the start of Fall quarter.

5.6.8 Senior Associate Reversion Rights. Senior Associates that accept a temporary full-time faculty position may revert back to Senior Associate upon completion of the temporary full-time contract, subject to Article 5.6.7 Non-renewal.

5.6.9 Associate Faculty Office Hours. As an ongoing condition of employment, associate faculty shall hold office hours weekly, either in person or online, depending on credit load and course delivery mode according to the following table:

FCUs	Step A and A+ Hours	Step B, B+, and C Hours	Senior Associate/Senior Associate+ Hours
1-5	1	1	2
6-9	1	2	3
10-14	2	2	4
15+	2	3	5

5.6.10 Associate instructional faculty at Step A, A+, B, B+, and C are welcome, but not required, to participate in meetings, such as unit or departmental meetings. In the event that a meeting is mandatory, associate faculty will be compensated at the non-instructional meeting rate, and a good faith effort shall be made to schedule the meeting at a time when the faculty are available to attend.

5.6.11 Associate summer session library and counseling faculty shall perform all duties and responsibilities specified by their employment contracts within the number of hours per day scheduled by and in consultation with the appropriate administrator.

5.6.12 Associate librarian and counseling faculty shall perform all duties and responsibilities specified by their employment contracts within the number of hours per day scheduled by and in consultation with the appropriate administrator.

5.6.13 Associate faculty may serve on screening committees at the request of the appropriate administrator and will be compensated for a minimum of five (5) hours at the non-instructional meeting rate.

5.6.14 Associate faculty may serve on shared governance and standing committees at the appointment of the President and will be compensated at the non-instructional meeting rate. Any stipend shall be calculated using the committee's meeting minutes and pay in half hour increments

5.7 Flexible Scheduling.

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

5.8 Academic Calendar.

5.8.1 In order to provide adequate planning time for the issuance of the academic calendar, representatives from SVCFT and the college administration shall agree to actual dates for the academic calendar by the last day of winter quarter in the year prior to adoption by the Board of Trustees.

5.8.2 Contracted Days. Each college academic year shall consist of 172 contracted days for full-time faculty members. Such days shall begin no earlier than Monday of the week including September 14. Sunday shall be considered to be the first day of the week. The faculty contracted days shall be apportioned to coincide with the following provisions.

5.8.3 Non-Instructional Days and Institutional Meeting Days. Each year the academic calendar shall consist of faculty non-instructional days. Institutional meetings are outlined as follows:

5.8.3.1 Non-Instructional Days. Faculty shall be given four non-instructional days per year to be used as follows; two days prior to the start of fall quarter, one day before the start of winter, and one day before the start of spring quarter.

5.8.3.2 Depending on the structure of the calendar year, faculty may have a total of one to three additional non-instructional days scheduled after final exams end each quarter to ensure 172 contract days. Individual faculty members may use the non-instructional days at the end of the quarter as they determine to be most beneficial, with no requirement to be on campus. Examples of activities that faculty may choose for their non-instructional days include but are not limited to: planning, grading, attendance at graduation, attendance at professional conferences or workshops, research, course/lab preparation, design of learning communities. These non-instructional days may be rescheduled by mutual agreement between faculty member and the appropriate unit administrator. The administration will not schedule District faculty meetings during these non-instructional days.

5.8.3.3 Institutional Meeting Days. There will be two days of institutional meetings prior to the beginning of fall quarter and one institutional day in fall and spring fall quarter. These meetings will be organized for the purpose of working on College business.

5.8.4 Annual alternate calendars. Alternate calendars, (excluding summer quarter) may be arranged for an individual faculty member or groups of faculty, with the mutual agreement of the faculty involved and the appropriate unit administrator with final approval by the Vice President of Academic Affairs. The duration and terms of any such alternate calendar for the following academic year must be approved in writing no later than June 15 and must be consistent with the number of contracted days listed above.

5.9 Department Chair Position Descriptions.

5.9.1 Department Chair Position Description

The department chairs will report directly to their department appropriate administrator.

Duties of the department chair are limited to:

- 5.9.1.1 In consultation with the appropriate administrator and in collaboration with other units, develop annual and quarterly course schedules based on sound enrollment planning and student needs. This may include, depending on the department, coordinating class schedules to accommodate a variety of general and specialized transfer degrees, and eLearning on a district basis.
- 5.9.1.2 In collaboration with the appropriate administrator and faculty, determine faculty teaching assignments and load, maintaining satisfactory student/faculty ratios.
- 5.9.1.3 In collaboration with the appropriate administrator, recommend hiring of full-time faculty and staff, coordinate faculty to sit on department screening committees and assist in recruiting and recommending the hiring of associate faculty.
- 5.9.1.4 Coordinate and ensure observation of associate faculty. In collaboration with the appropriate administrator, address areas of faculty improvement.

- 5.9.1.5 In collaboration with the appropriate administrator, and department faculty, assist faculty with curriculum development; catalog submission; and course outline revisions.
- 5.9.1.6 Assist faculty in completing accreditation reports.
- 5.9.1.7 Coordinate with the appropriate administrator, complete program review and maintain currency of learning outcomes assessment plans with input from faculty.
- 5.9.1.8 Facilitate department operational planning and provide feedback to appropriate instructional administrator.
- 5.9.1.9 In consultation with the appropriate administrator, provide an annual budget and manage department budgets and expenditures; submit purchase orders.
- 5.9.1.10 Participate in the grievance process per Student Rights and Responsibilities.
- 5.9.1.11 Engage with the community, K-12 and four-year colleges and work on marketing and recruitment.
- 5.9.1.12 As appropriate, work in collaboration with faculty and staff to manage inventory and equipment.
- 5.9.1.13 Coordinate participation in facilities planning that will impact the department.
- 5.9.1.14 Represent the department at department chair meetings.
- 5.9.1.15 Maintaining appropriate department records related to scheduling, personnel, budgets, evaluation, and other relevant information.
- 5.9.1.16 For departments with more than one (1) FT faculty and/or Senior Associate faculty, ensure communication, engagement and district-wide representation. Disseminate information to all faculty. The department chair will meet with faculty at least 2 times per quarter. All faculty will be invited to attend department meetings, but Step A, A+, B, B+ and C associate faculty are not required to attend.

- 5.9.1.17 For departments that have both a chair and liaison, hold a minimum of three (3) meetings per quarter (ideally monthly) with the department liaison at mutually agreed upon times. These meeting can be in person, by phone, or through video conferencing.
- 5.9.1.18 District-wide department chairs will be assigned to an instructional administrator.
- 5.9.1.19 Any of these duties and responsibilities may be delegated to the unit administrator upon mutual agreement between the department chair and the administrator.
- 5.9.1.20 Library and Counseling Chairs. In addition to duties outlined above, department chair duties unique to Library and Counseling include:
 - 5.9.1.20.1 Maintain communications with administrator about ongoing and emerging issues and trends in the field.
 - 5.9.1.20.2 Coordinate functional program areas to ensure effective, efficient service.
 - 5.9.1.20.3 Continually review college curriculum and initiatives to ensure integration of library and counseling resources and best practices.
 - 5.9.1.20.4 Work with faculty and staff to draft and revise policies and procedures related to operations of the department as needed.
 - 5.9.1.20.5 Coordinate liaison and outreach between library and counseling faculty and college instructional units.
 - 5.9.1.20.6 Represent the college in local and statewide meetings in collaboration with department administrator.
- 5.9.1.21 Bachelor's Degree Department Chairs. In addition to the duties outlined above for department chairs, the following duties are specific to bachelor's degree department chairs:
 - 5.9.1.21.1 Coordinate competitive admissions process.
 - 5.9.1.21.2 Manage articulation agreements for master's degree programs.

5.9.2 Department Chair Eligibility, Selection and Replacement

5.9.2.1 Annual Review of Department Chair Appendix C and Appendix E.

In winter quarter, after 5th day contracts have been processed, the District Department List in Appendix C and the Department Chair Spreadsheet in Appendix E will be reviewed by the Joint Labor Management Committee and updates can be made by mutual agreement between SVC and SVCFT. Instructional administrators and the existing department chairs will be free to provide input on departments to be added or deleted, and to make recommendations about combining departments and separating departments. Criteria for department combinations and compensation, including section counts and relationship to degree programs, will be agreed upon in Joint Labor Management.

5.9.2.2 Combined Departments. After Appendix C and Appendix E have been finalized for the following academic year, a single department chair may be selected for multiple departments, if mutually agreed upon by the department faculty and the appropriate administrator. Department chairs will receive the compensation listed in Appendix E for each of the departments for which they serve as chair.

5.9.2.3 Department allocations may be modified but the total FCU's for department chairs will remain the same unless departments are added or deleted.

5.9.2.4 Once the Appendix C and Appendix E are updated, the Academic Affairs Office will begin the department chair selection process.

5.9.2.5 Eligibility. Tenured, Tenure-Track, Full-time temporary, Senior Associate/Senior Associate+, Step C, and Step B/B+ Associate faculty members within the department at any location district-wide are eligible to serve as department chair (this definition includes newly hired tenure-track faculty who will start in the next academic year).

5.9.2.5.1 Bachelor's Degree Department Chair Eligibility. Tenured and Tenure-Track faculty members

within the department are eligible to serve as department chair.

5.9.2.6 Voting Eligibility. Tenured, Tenure-Track, Full-time Temporary, Senior Associate/Associate+, Step C, and Step B/B+ Associate faculty members are eligible to vote (this definition of eligibility includes newly hired Tenure-Track faculty who will start in the next academic year).

5.9.2.7 Selection Process

5.9.2.7.1 The Academic Affairs Office will solicit nominations of eligible faculty.

5.9.2.7.2 Each nominee will verify their willingness to serve. The final list of nominees will be subject to approval by the appropriate administrator. The administrator will notify nominees of the list of candidates, and nominees not approved as candidates will be provided with a rationale.

5.9.2.7.3 Ballots and a list of all candidates will be shared via email a minimum of three (3) working days prior to voting.

5.9.2.7.4 Voting is by “approval voting”. Each faculty member indicates whether they approve of candidates. Voting is by secret ballot.

5.9.2.7.5 All candidates with approval over 50% of ballots cast will be submitted to the appropriate administrator for selection.

5.9.2.7.6 If no candidates meet 50% threshold or if there are no nominees from a department, or the administrator fails to approve a faculty member from the candidate pool, the position may be filled by a faculty member who has not served as a department chair in the last rotation. The administrator has the final approval of all appointments. In the event that no Tenured, Tenure-Track Faculty, Full-Time Faculty, Senior Associate/Senior Associate+, Step C, or Step B/B+ Associate Faculty are nominated, the administrator may fill the position with a faculty member who has not served as a department chair, including Step A/A+ Associate Faculty or Faculty outside of the department may be considered.

5.9.2.8 Replacement for Cause of Convenience.

5.9.2.8.1 Faculty or Administration may recommend a change in a department chair for cause or convenience.

5.9.2.8.2 Midterm vacancy of Chair. A vacancy in department chair will be filled by election after a meeting is held between the appropriate administrator and the department. All vacancies will be communicated to the Federation President.

5.9.2.8.3 In the event of disciplinary action, faculty will be asked to step down as department chair.

5.10 Workload Standards: Department Liaison Position Responsibilities

In departments that have full-time faculty members at more than one campus location, and certain other departments with significant enrollments on more than one campus, department liaisons will support district-wide department chairs. Department liaison positions will be established and maintained per Appendix E. Department liaisons will always be located on a different campus than the department chair. Duties of the department liaison are limited to:

- 5.10.1 Serving as the primary campus contact for the department chair and help to facilitate better communication between the department chair and both campus staff and faculty on the campus where the department liaison is located.
- 5.10.2 Regularly communicating specific campus needs, concerns, and other relevant considerations to the department chair.
- 5.10.3 Assisting the department chair in scheduling and hiring decisions on the campus where the department liaison is located.
- 5.10.4 Collaborating with the department chair in the student grievance process on the campus where the department liaison is located.
- 5.10.5 Serving as an on-campus point of communication for staff and faculty at the campus where the department liaison is located.
- 5.10.6 Holding a minimum of three meetings per quarter (ideally monthly) with the department chair at mutually agreed upon times. These meetings can be in person, by phone, or through video conferencing.

5.11 Certification.

As a condition for continued employment by the District, faculty shall meet or exceed certification standards and comply with all conditions pertaining thereto as set forth in

Chapter 131-16 WAC as now or hereafter amended.

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

Article 6 FACULTY SUPPORT FACILITIES

6.1 Facilities, Equipment, and Supplies.

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

6.2 Offices.

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

6.3 Facilities.

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

6.4 Faculty Support.

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

Article 7 FACULTY PROFESSIONAL DEVELOPMENT

7.1 Professional Development Education.

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

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

7.2 Professional Development Attendance.

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

7.3 Professional Development Funding.

An annual allocation of sixty-five thousand dollars (\$65,000.00) shall be provided for the purpose of funding activities such as attending workshops, seminars, and schools or visiting industries or official or private institutions or conferences designed primarily to benefit the college. All active faculty are encouraged to apply for professional development funding. The professional development committee shall cap the individual amount to not exceed \$2,700 per year.

- 7.3.1 Faculty Learning Groups funding: Up to \$5,000 from the professional development funds will be set aside each year to fund a \$500 stipend for up to 10 associate faculty members to participate in the Faculty Learning Groups details in 10.7.1.8.
- 7.3.2 Eligibility. All faculty (Tenure, Tenure-track, Full-time temporary and Associate) are eligible to apply for professional development funds.
- 7.3.3 Applications. Shall be made prior to the time of the activity and early enough to ensure time to complete the approval process prior to the event.
- 7.3.4 Process. All applications must be complete in order to be considered by the Professional Development Committee. Allowable costs may include but are not limited to travel, lodging, meals, tuition, registration, and stipends; whichever are appropriate for the type of project. Applications will be reviewed by the Professional Development Committee, which shall submit its recommendations to the designated Administrator for final approval.
- 7.3.5 The Professional Development Committee. Will be composed of an equal number of faculty members and instructional administrators. Committee membership will be appointed by the Vice President of Academic Affairs in collaboration with the Federation.
- 7.3.6 Chair of PDC. Serving as chair of the Professional Development Committee shall satisfy required committee assignments pursuant to Article 5.1.9 and 5.3.5 and will be considered as fulfillment of one (1) professional development activity pursuant to Article 7.4.

7.3.7 Professional Development Funding – Nursing. An annual allocation of twenty-five thousand dollars (\$25,000) shall be provided to administer professional development for nurse educators. The Vice President of Academic Affairs, working with the nursing department, shall be responsible for planning and administering the program. Funding is contingent upon the continuation of HB2158.

7.3.8 Professional Development Funding – Diversity, Equity and Inclusion (DEI). An annual allocation of nine thousand dollars (\$9,000) shall be provided to funds DEI-focused projects and activities proposed by faculty members. The Vice President of Academic Affairs, working with the Professional Development Committee, shall be responsible for planning and administering the program.

7.4 Professional Development Requirements.

7.4.1 Professional Development Plan (PDP). All faculty who are required (as noted below) to create a professional development plan must submit their PDP to their appropriate administrator (as defined in 7.4.3.1) on or before June 1. The PDP provides an opportunity for faculty to establish professional growth objectives over a four-year period. The PDP must contain a minimum of four Professional Development Activities (PDAs) for a four-year period.

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

7.4.1.1 All tenured full-time faculty and full-time temporary faculty are required to have a four-year PDP.

7.4.1.2 Professional-technical faculty have an additional state requirement to submit a PDP at three and five years (WAC 131.16.092)

7.4.1.3 The PDP may be modified by mutual agreement between the faculty member and the appropriate administrator; however, the faculty member will be required to create the PDP only once every four years. Modifications will be included as an amendment with the original plan.

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

7.4.2.1 The activity meets the professional growth objectives as established in the plan.

7.4.2.2 The activity is relevant to presently or potentially assigned responsibilities of the faculty member.

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

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

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

7.4.3 Professional Development Activities (PDAs) Associate Faculty Timelines.

7.4.3.1 Step B/B+, Step C, and Senior Associate/Senior Associate+ faculty members must submit a written request for approval for their PDPs to their appropriate unit administrator by June 1 or the third week of their first quarter of employment, and each academic year thereafter by June 1.

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

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

7.4.4 Appeals Process for PDA Disputes.

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

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

7.4.5 Definition of Appropriate District-Wide Administrator.

Appendix D will be reviewed annually and will reflect the current listing of District-Wide Administrators. Annually, Joint Labor Management Committee will review the associate faculty roster and provide for corrections to designated supervising administrator and administrative unit.

7.5 Tuition and Fee Waiver.

Pursuant to applicable laws, full-time and associate faculty in active employment per Article 9.16, and who work 50% or more in the quarter they wish to participate in the Tuition Waiver Program at Skagit Valley College are eligible to request tuition waiver. Additional costs such as lab or record fees, books, supplies and materials are the responsibility of the faculty member. The online class search, for the quarter faculty are seeking tuition waiver, will be utilized to verify employment for other state tuition waivers.

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

7.6 Exceptional Faculty Award Funds.

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

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

- 7.6.2 Eligibility. All full-time faculty who have completed one year of service at SVC and associate faculty who have taught at least the equivalent of one year of full-time service at SVC;
- 7.6.3 Application. Eligible faculty may apply individually or collectively. Collaborative projects will be encouraged along with individual efforts;
- 7.6.4 Award Amount. The maximum amount available for award in any academic year will be the accumulated interest in the Exceptional Faculty Award Trust Fund account as of March 1 of that year;
- 7.6.5 Award Limits.
- | | |
|------------|---|
| Individual | up to \$4,000 |
| Group | up to \$8,000 (maximum \$4,000 per person) |
| | Faculty as a whole awards can be made at the discretion of the exceptional faculty award committee in accordance with WAC 131-16-450. |
- 7.6.6 Timetable. Awards will be made each spring quarter for the following year. Additional awards may be made as determined by the Committee;
- 7.6.7 Exceptional Faculty Award (EFA) Screening Committee. The EFA Screening Committee will be established to perform the following duties: develop specific screening criteria; announce and conduct the screening process; recommend awards to College President or designee. Honors will be awarded by the Board of Trustees;
- 7.6.8 Committee Membership. The committee will be as follows:
- 7.6.8.1 Faculty members: one each chosen from the Whidbey Island Campus (WIC), Workforce, Arts and Sciences, Basic Education, and either Counseling or Library. The faculty will be selected by the Federation and the Vice President of Academic Affairs.
- 7.6.8.2 Two administrators: selected by the President of SVC, including the Vice President of Academic Affairs. One SVC Foundation member: selected by the President of SVC Foundation Board;
- 7.6.9 Staff Support. Staff support will be provided to the Committee by the Office of the Vice President of Academic Affairs.

7.7 Sabbaticals for Professional Improvement.

The President or designee may grant paid sabbaticals to tenured faculty who have completed five years of service at SVC. For purposes of this policy, professional

improvement shall mean research or study in a field that will complement the faculty member's assigned duties, retraining, extensive curriculum material development, creative work, enhancement of professional skills and knowledge, including earning a higher degree, or other activities related to improvement of the individual's performance as a faculty member. Sabbatical leave recipients ordinarily shall not engage in full-time employment during the period of sabbatical leave. Should recipients propose to do so, they must justify such employment in terms of the general spirit of the sabbatical leave program.

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

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

Upon return to service after sabbaticals, faculty members shall be reinstated to their original position, or one of like status, and shall be entitled to salary and other benefits accrued by law commensurate with said position as if they had been in continuous service in the College District. Faculty returning from sabbatical will report on their sabbatical experience to their appropriate administrator in accordance with the sabbatical application criteria.

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

- 7.7.1 The request for a sabbatical shall be in writing to the President. The written request shall include all of the following:
 - 7.7.1.1 A general statement of the reasons for the leave;
 - 7.7.1.2 Specific professional improvement plans;
 - 7.7.1.3 A brief statement of how such professional improvement plans will benefit the individual and College District, and

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

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

Article 8 Evaluation

During the faculty evaluation process, the College recognizes diverse faculty roles and the uniqueness of different teaching styles and disciplines. The intent of the evaluation process is to assist the faculty member in maintaining or strengthening their professional excellence. This evaluation process provides faculty members the opportunity to obtain useful and applicable information with the purpose of improving instruction, supporting student learning, and contributing to more meaningful participation in faculty service over time.

8.1 Management Rights:

Nothing herein shall be construed to preclude management's right to conduct a classroom observation or evaluation at any time.

8.2 Tenure-Track and Full-Time Temporary Faculty Evaluation

All new tenure-track and full-time temporary faculty members will be placed on a four-year evaluation cycle and will be evaluated each quarter (excluding summer) for the first three years of their first evaluation cycle. After the first cycle, faculty members will be evaluated only in the fourth year of each cycle.

Associate faculty members who move into tenure-track or full-time temporary positions will begin a new four-year evaluation cycle in the first year of tenure-track or full-time temporary employment.

8.3 Post-Tenure Evaluation.

All tenured faculty shall be evaluated once every four years. To remain in good standing, tenured faculty are expected to fulfill the duties outlined in Article 5. Any areas of concern related to Article 5 shall be addressed in a faculty self-reflection and/or meetings with the faculty's supervisor. It is the faculty member's responsibility to address any concerns raised, as described in Article 11.1.8. The college is expected to assist through development opportunities.

8.4 Evaluation Associate Faculty.

Associate faculty will be evaluated once a year for the first three years of employment then shall be evaluated once every four years. In addition to instructional duties, associate faculty are expected to satisfactorily fulfill the additional duties outlined in Article 5.6 and 11.6.7.

8.5 Evaluation Tools

The faculty evaluation portfolio and tools shall include the following components found in Appendix K:

- Student Questionnaires
- Observation of Practice
- Instructional Practice Review
- Professional Development Plan and Self-Reflection
- Annual Service Activities
- Teaching Load
- Summative Evaluation by the supervising administrator

- 8.5.1 Student Questionnaires. Student questionnaires shall be administered every quarter (excluding summer) and for every class taught. Student questionnaires will only be administered in classes (i.e. individual sections with unique class numbers) that have more than six (6) students enrolled. Questionnaires will be administered for clustered courses and courses where required by external accreditation. They will be delivered utilizing automated student questionnaires via EvaluationKit or appropriate technology. Certain programs may use a different student evaluation tool agreed upon by both parties. If the faculty member disagrees with any student comments, the faculty member shall have the right to place their disagreement in writing and submit it to the Vice President of Academic Affairs. Outside of evaluation years, faculty members shall have the right to opt-out of student questionnaires for the academic year by submitting a request to the Director of eLearning during the first 30 calendar days of fall quarter or the first 30 calendar days of the next quarter taught if not teaching fall quarter. Opt-out requests must be renewed annually.
- 8.5.2 Observation of Practice. One observation of practice by the department chair or peer shall be conducted during the faculty evaluation process. The observer shall complete the observation of practice form and shall share it with the faculty member being observed. The parties shall meet to discuss the observation and review the completed form. If the faculty member disagrees with any portion of the observation of practice form, the faculty member shall have the right to place their disagreement in writing and attach it to the form.
- 8.5.3 Instructional Practice Review. Three instructional practice reviews shall be completed by the faculty member and submitted to the supervising administrator as part of the faculty evaluation process. Instructional practice reviews may be completed at any time during the four-year evaluation cycle. The three course requirement may be waived if the faculty member can demonstrate that they have taught only one or two courses per quarter during the four-year cycle.
- 8.5.4 Professional Development Plan and Self-Reflection. One professional development plan and self-reflection shall be completed by the faculty member and submitted to the supervising administrator as part of the faculty evaluation process. Faculty members are encouraged to update their professional development plan and self-reflection annually, by June 1st, during the four-year evaluation cycle.

8.5.5 Supervisor Evaluations. Supervisor evaluations shall be completed by the appropriate supervising administrator in writing. The supervising administrator is responsible for scheduling a meeting to discuss the evaluation. If the faculty member disagrees with any portion of the evaluation process, the faculty member shall have the right to place disagreements in writing and for their comments to be attached to the relevant component. The completed evaluation forms, with appropriate signatures, shall be submitted to the Vice President of Academic Affairs prior to June 1. Copies of any written disagreement shall be attached. All documents shall be placed in the individual's personnel file.

8.5.6 Signature and Written acknowledgement. Signatures, including the use of e- signatures, are required on the following faculty evaluation forms:

- 2.2—Tenured Faculty Summative Evaluation
- 2A.2—Full-time Temporary/Annually Contracted Faculty Summative Evaluation
- 3.2—Associate Faculty Summative Evaluation
- 4.3—Tenure Candidate Summative Evaluation

Written acknowledgement, including the use of email responses, are required on the following faculty evaluation forms:

- 4.2—Tenure Candidate Formative Evaluation
- 6.2—Observation of Practice

Article 9 LEAVE PROVISIONS (Health, Bereavement and Emergencies)

This Article describes the various situations when full-time faculty members may be granted leave from the performance of duties and responsibilities. College policies for granting such leaves shall be consistent with applicable state and federal laws, as currently enacted or hereafter amended.

9.1 Sick Leave

Sick leave shall:

- 9.1.1 Be credited to compensable sick leave at the end of each month of active employment, or as specified in Article 9.3;
- 9.1.2 Accumulate without limitation during active employment;

9.1.3 Be reverted to a zero balance 24 months after the faculty's separation or termination of employment.

9.1.4 Not be used in advance of accrual.

9.2 Sick Leave Accrual – Tenured and Tenure-Track Faculty.

New full-time employees under contract or otherwise employed by the district shall have posted to their leave record a credit of ten (10) compensable and two (2) non-compensable days. Leave after the first three quarters shall accumulate on the basis of one day (8 hours) per calendar month; such days shall be deemed compensable for any month during which full-time contractual days are worked; the remaining days, shall be non-compensable. The maximum accrual is twelve (12) days per instructional year.

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

9.3 Sick Leave Accrual - Associate Faculty.

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

Example:

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

*Sick leave accrual cannot exceed 8 hours per month.

9.4 Sick Leave Usage

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

The faculty member is responsible for providing information responsive to the College's request and certification from the health care provider for the faculty member, faculty member's family member or covered service member for the purpose of qualifying for applicable protected leaves.

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

- 9.4.1 For addressing a mental or physical illness, injury, health condition or For obtaining a medical diagnosis, treatment, or preventive care.
- 9.4.2 For caring for a family member with a mental or physical illness, injury, or health condition.
- 9.4.3 When the faculty member has been exposed to a contagious disease and attendance on duty would jeopardize the health of fellow employees, the students, or the public.
- 9.4.4 For pregnancy or childbirth pursuant to state and federal law and the College's Family Medical Leave Policy.
- 9.4.5 For any applicable FMLA or PFML qualifying event for a serious health condition or that of an immediate family member when eligibility requirements are met.
- 9.4.6 For caring for a family member with a mental or physical illness, injury, or health condition.
- 9.4.7 For handling emergency closures of a child's school or daycare due to health-related reasons or a government-declared emergency.
- 9.4.8 Definition of Family Member:
 - Children (biological, adopted, foster, step, in loco parentis, legal guardian, or de facto parent).
 - Parents (biological, adoptive, de facto, foster, stepparent, or legal guardian of the employee or their spouse/registered domestic partner).
 - Spouse or registered domestic partner.
 - Grandparents and grandchildren.
 - Siblings.
 - Roommates
 - A "child's" spouse
 - Dependents and household members: Individuals who rely on the employee for care and either live in the same home or have a caregiving expectation.

9.5 Deduction for Use.

9.5.1 Deduction for Tenured and Tenure-Track Faculty. Leave shall be deducted on a day-by-day basis, but may be taken in half-day increments based upon the percentage of scheduled assignments missed.

9.5.2 Deduction for Associate Faculty. Sick leave may be utilized, during active employment. Active employment is defined as the period of time in which an Associate Faculty is working under a quarterly contract. An associate faculty who has been assigned to a course and their name has been published prior to the start of a quarter, may be eligible for FMLA and PFML if they meet other eligibility requirements. Leave will be prorated to reflect percentage of full-time load at time of usage; leave shall be deducted in hours based on the assigned percentage of full-time load.

Example:

Percent of full-time Contact		Hours Deducted
33%	$(.33)(7) =$	2.31 hours
125%	$(1.25)(7) = 8.85$	7.00*

*Sick leave deduction shall not exceed 7 hours per day.

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

9.6 Recording leave.

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

Leave usage will be deducted first from the compensable sick leave account. When that account is exhausted, leave will then be deducted from the non-compensable sick leave account.

9.7 Exhaustion of Sick Leave.

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

- 9.7.2 Exhaustion of Sick Leave Associate Faculty. An associate faculty will be placed on leave without pay status for the remaining leave when they have exhausted accrued sick leave. Should the associate faculty remain unable to work in the subsequent quarter, no additional sick leave may be used until the employee returns to contracted employment.

9.8 Insurance During Leaves/Continuation of Benefits.

The College shall continue all insurance programs during the period when an academic employee is on leave with pay or as required by law. The faculty member is responsible for paying their share of the insurance premiums while on paid leave. The faculty member shall have the option of continuing all insurance benefits at their expense while on unpaid leave to the extent provided by law. The College will assist the employee in maintaining insurance coverage while on leave by providing all available information and forms.

9.9 Sick Leave Notification

Faculty shall comply with the following procedures:

- 9.9.1 If an absence due to reasons of health is foreseeable, faculty shall notify the appropriate administrator of the beginning date of such absence. Such notification shall be in writing and submitted within a reasonable time prior to the beginning date of such absence.
- 9.9.2 As early as possible on each day that reasons of health require a faculty to be absent from duty, the employee shall directly notify the appropriate administrator.

9.10 Verification.

When an absence from duty for reasons of health, injury, or disability continues for five (5) or more consecutive days, or when abuse can be reasonably suspected, the necessity for such absence shall be verified in writing by an attending health care provider. The College may request a second opinion of the medical diagnosis at the College's expense.

9.11 Return to Work/Fitness for Duty.

The College reserves the right to require the faculty member to provide a fit-for-duty certificate upon return, stating the faculty member is able to fulfill the essential functions of the faculty member's assigned position, with or without reasonable accommodation. Faculty shall comply with the colleges Drug Free Workplace policy.

Within a reasonable time after return to duty, the faculty shall complete appropriate time and leave reporting to record absences due to reasons of health. Such completed forms,

and the health care providers written verification as required above shall be submitted to Human Resources.

9.12 Transfer of Sick Leave.

A faculty member may transfer any accumulated, documented, and verified sick leave to the College from another community college or school district within the State of Washington as per WAC 357-31-160, as currently enacted or hereafter amended. Transfer of accrued sick leave also applies if an associate faculty member accepts a full-time faculty position with the College.

9.13 Shared leave.

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

9.14 Sick Leave Annual Buyout

All eligible faculty, in active status, may exercise an option to receive remuneration for unused sick leave accumulated in the previous year per RCW 28B.50.553.

- 9.14.1 In January of each year, and at no other time, a faculty member whose calendar year-end sick leave exceeds sixty (60) days of leave accrual, may choose to convert sick leave days earned in the previous year, minus those used during the year, to monetary compensation.
- 9.14.2 Monetary compensation for converted days will be paid at the rate of twenty-five percent (25%) and shall be paid at the faculty member's current instructional rate of pay as determined by Human Resources. Conversion of sick leave to monetary compensation is subject to customary payroll withholdings.
- 9.14.3 All converted days will be deducted from the faculty member's sick leave balance.

9.15 Unused Accrued Sick Leave.

Unused sick leave will accrue from quarter-to-quarter of the academic year, without limit, provided the faculty member maintains active employment.

9.16 Active Employment.

Active employment shall mean an instructional assignment or service to the College as detailed in an annual or quarterly contract.

9.17 Reinstatement of Sick Leave.

Faculty returning to College employment within 24 months of their employment termination date will have their previously accrued SVC sick leave balance reinstated. There is no reinstatement of previously accrued SVC sick leave for faculty who return to College employment after 24 or more months following their employment termination date.

9.18 Separation from Employment

Faculty who leave employment with the College for any reason other than retirement or death shall not be paid for accrued sick leave.

9.19 Remuneration for Unused Sick Leave at Retirement.

At the time of retirement from the College or at death, an eligible faculty member or the faculty member's estate will be compensated for the faculty member's accrued sick leave balance on a 4-to-1 day ratio and based upon the eligibility requirements in Article 9.14.

A faculty member with an accrued sick leave balance will be compensated for the leave on a 4 to 1 day ratio and based upon the eligibility requirements in Article 9.14. Dependent on the participation year designation, the compensation will either be deposited into a Voluntary Employee's Beneficiary Association (VEBA) account for the faculty member or directly to the faculty member as a cash-out. The default mode of compensation will be VEBA participation for all retiring faculty, unless a vote of retiring faculty determines otherwise as stated below.

- 9.19.1 Eligibility for Sick Leave Buyout. Eligibility for sick leave buyout will be when a faculty member retires from active service and meets the requirements of the retirement plan in which the employee is enrolled. The employee must meet retirement guidelines before sick leave buy out shall be paid. The provisions of this subsection are contingent on the continuation of the enabling legislation.

9.20 VEBA Participation Vote.

Voluntary Employee Beneficiary Association Plan (VEBA). The College will make contributions to the plan, on behalf of all employees in the academic employee group who are eligible to participate. All eligible employees will be required to sign and submit to the College an enrollment form to be admitted to the plan. If the eligible employee declines the plan and does not sign the enrollment form, the employee forfeits the accrued compensable sick leave conversion funds that would otherwise be payable at the employee's retirement.

Contributions on behalf of each eligible employee shall be based on an amount equal to their compensable accrued sick leave buyout contribution at retirement in accordance with the statute. For the purpose of retirement contributions to the plan, all employees who retire during the term shall be eligible.

The term of this plan is for the tax year from January 1 through December 31. The plan will be continually renewed for each successive year unless the academic employee bargaining unit votes to rescind the plan. When the outcome of a vote is non-VEBA participation, each retiring faculty member from the date of the vote until June 30 of the same instructional year will receive a sick leave cash-out subject to taxes and other customary withholdings in the individual faculty member's final paycheck.

When there are a minimum of five (5) retiring faculty members meeting the eligibility requirements of Article 9.19.1 on May 1 of any instructional year and for retirement prior to or at the conclusion of the same instructional year (June 30), a vote will be held to determine as a group whether to transfer accrued sick leave to VEBA (VEBA participation) or for individual cash-out (non-VEBA participation). A simple majority determines VEBA participation or cash-out and in the case of a tie the outcome will be VEBA participation. The vote will be conducted by the Human Resources Office on the second Monday in May after notification to SVCFT and the retiring faculty members.

9.20.1 When the default or outcome of a vote is determined to be VEBA participation, the College will deposit each retiring faculty member's sick leave into a VEBA Plan as authorized by RCW 41.04.340, as currently enacted or hereafter amended. A VEBA account may be used to pay any medical, dental or vision out-of-pocket expenses (deductibles, co-payments, co-insurance, etc.) plus post-retirement medical and dental insurance premiums. Because money transferred to VEBA accounts is tax free, there are strict IRS guidelines on how employers participate in VEBA. Each faculty member is required to complete and submit to Human Resources the VEBA enrollment form by their retirement date. Failure to do so will result in forfeiture of sick leave compensation.

9.20.2 Cash-out. When the outcome of a vote is non-VEBA participation, each retiring faculty member from the date of the vote until June 30 of the same instructional year will receive a sick leave cash-out subject to taxes and other customary withholdings in the individual faculty member's final paycheck. Thereafter, the default will return to VEBA participation.

9.21 Bereavement and Emergency Leave.

Sick leave may be used for bereavement in the case of death in the faculty member's immediate family or household. An academic employee may use up to five (5) calendar days from the accrued sick leave balance on each such occasion. When necessary, the Vice President of Academic Affairs may approve additional days. In order to receive compensation for absences from duty due to bereavement and emergencies faculty shall comply with the following procedure:

- 9.21.1 Absences from duty may be granted when a death or emergency requires the presence of faculty member.
- 9.21.2 The faculty shall notify the appropriate administrator and receive permission to be absent from duty.
- 9.21.3 Immediate family shall be interpreted to include the faculty member's mother, father, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, stepchild, daughter-in-law, son-in-law, grandchild. Such relationships established by domestic partnerships also apply.

9.22 Civil Duty Leave.

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

9.23 Military Leave.

Faculty members will be granted twenty-one (21) days of paid leave in accordance with RCW 38.40.060, as currently enacted or hereafter amended, to report for active duty, when called, or to take part in active training duty in such manner and at such time as may be ordered to active duty or active training duty in the National Guard or the Army, Navy, Air Force, Marines, Coast Guard, or any organized reserve or armed forces of the United States. For military leave thereafter, faculty members will be granted unpaid leave and reinstatement rights as provided by RCW 73.16, as currently enacted or hereafter amended, and applicable federal law.

9.24 Personal Leave.

The Employer agrees that each full-time faculty member shall be entitled to two (2) days of absence from duty per academic year for personal leave with prior approval from the supervising administrator. Prior to exercising such right, the faculty concerned shall make a request to the department chairperson and the appropriate administrator, and the administrator will approve the leave, provided that the individual's classes and other duties will not be adversely affected. All such leaves of absence shall be reported to the appropriate administrator, and such absences shall be charged against the compensable sick days accumulated in accordance with 9.1 of this Article.

- 9.24.1 The Employer agrees that Step A/A+, Step B/B+, and Step C associate faculty are eligible for one (1) calendar day of personal leave per academic year with prior approval from the supervising administrator.
- 9.24.2 The Employer agrees that Senior Associate/Senior Associate+ faculty are eligible for two (2) calendar days of personal leave per academic year with prior approval from the supervising administrator.

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

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

The faculty member is responsible for providing information responsive to the College's request and certification from the health care provider for the faculty member, faculty member's family member or covered service member for the purpose of qualifying for applicable protected leaves.

Leave without pay may be granted for the following:

- Family and Medical Leave (FMLA);
- Paid Family Medical Leave (PFML);
- Compensable work-related injury or illness under W/State worker's compensation law;
- Pregnancy disability leave;
- Temporary disability leave;
- Volunteer firefighting leave;
- Domestic violence leave;
- Faith and Conscience leave.

- 9.25.1 Requests for a leave of absence exceeding one quarter shall be made in writing to Human Resources provided that if an individual is incapable of requesting such leave, the administration will handle the matter with consideration given to the circumstances surrounding the situation.
- 9.25.2 The request for a leave of absence shall specify the reasons for such leave and appropriate documentation; provided that if sick leave benefits are to be claimed, per Article 9.5, the request shall include a written statement from a qualified health care provider justifying such claim.
- 9.25.3 Following receipt of the request, the faculty member shall submit the request and documentation to Human Resources for consideration.

- 9.25.4 Human Resources shall have final determination as to the award of such extraordinary leaves of absence.
- 9.25.5 Human Resources shall notify the individual in writing.
- 9.25.6 Prior to returning to service after a leave of absence, the individual shall submit a written statement from a qualified health care provider, as appropriate, certifying the individual's ability to resume duties and responsibilities. Such statement shall be filed with Human Resources. Human Resources may request a second opinion regarding such return to service at its expense.
- 9.25.7 Following the receipt of such written statement, the individual shall be returned to service with salary and other benefits commensurate with their position as if they had been in continuous service in the college district.
- 9.25.8 Requests for leaves of absence for purposes related to parenting may be granted for a maximum of one full academic year; provided, that such leaves may be extended if conditions warrant such extension.
- 9.25.9 Use of Paid Leave. Paid leave can be substituted to the extent allowed by law.
- 9.25.10 Leave Designation: The College has the authority to designate absences that meet the criteria and the use of any paid or unpaid leave (excluding leave for work-related illness or injury covered by Workers' Compensation) will run concurrently with, not in addition to, the use of some leaves. At the conclusion of the faculty member's own leave due to health, the faculty member will be required to provide a fitness for duty certificate from a health care provider.
- 9.25.11 Length of Leave. The amount of time authorized for a leave of absence is subject to policy and procedure and shall not exceed more than one calendar year; provided, that such a leave of absence may be extended if conditions warrant such extension.
- 9.25.12 Return from Leaves. A faculty member returning from an approved leave of absence, covered by this Article, shall be allowed to return to the same position or to a comparable position. It is understood the position must be one for which the faculty member is qualified.
- 9.25.13 Unpaid Leave of Absence for Non-Health or Non-Protected Leave Purposes.

In addition to the leaves specified elsewhere in this Agreement, the College at its discretion may approve a leave of absence without pay

for tenured faculty members. Leave of absences without pay may be granted for a period of time up to one (1) year upon recommendation of the appropriate Administrator and with final approval of the College President or designee. Initial requests for a leave of absence without pay must be submitted in writing to the appropriate administrator.

9.26 Paid Family Medical and Leave Program

Faculty may be eligible for paid family and medical leave pursuant to the Washington Paid Family Medical Leave Program (PFML). Faculty suffering from a serious health condition or caring for family members with a qualifying condition, or for parents of a newborn child, or a child placed with them through adoption, surrogacy, or foster parenting may qualify for paid leave through the state paid leave program.

Eligibility and approval of leave shall be in accordance with the PFML program administered by the Employment Security Department (ESD).

In the event that the legislature repeals all or part of the PFML program, those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

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

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

9.28 Unauthorized Absences.

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

Article 10 PROBATIONARY EMPLOYMENT AND TENURE

10.1 Authority to Grant Tenure.

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

10.2 Purpose of Tenure Review.

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

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

10.3 Definitions Related to Tenure Review.

As used in this article:

- 10.3.1 "Tenure" shall mean a faculty appointment for an indefinite period of time, which may be revoked only for sufficient cause and by due process.
- 10.3.2 "Faculty appointment", except a special faculty appointment, shall mean full-time employment as an instructor, counselor, librarian, or other position for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments; "faculty appointment" shall mean department chairperson and administrators to the extent that such department chairperson and administrators have had or do have status as an instructor, counselor, or librarian.
- 10.3.3 "Special faculty appointment" shall mean employment as an instructor, counselor, librarian, or other position as enumerated in 10.3.2 above when such employment results from special funds provided to the College District and when such employment is primarily maintained and funded from special funds, as set forth in 10.3.4 below.
- 10.3.4 "Special funds" shall mean all funds received by the College District other than those generated by operating fees and special fees collected by the College District and state general funds appropriated by the Legislature and distributed to the College District by the State Board. "Special funds" shall include, but not be limited to, funds received by the College District through contracts with federal, state, local, or private agencies; grants or gifts from philanthropic organizations; revenue produced by any auxiliary enterprise operated by the College District, or federal funds. In order to qualify for the exception from faculty tenure status, a position must be primarily maintained and funded at least fifty-one percent (51%) for salary and related benefits by special funds as defined herein.
- 10.3.5 "Full-time position" shall mean one in which the faculty member receives a contract labeled full-time and works a regular load of their department or area for three complete quarters of an academic calendar year.

- 10.3.6 “Tenure Review Committee” shall mean a committee composed of five (5) members: three (3) faculty members, the unit administrator or designee, and one student. At least one (1) tenured faculty member will be selected from the candidate’s department or related discipline when possible and one (1) tenured faculty member from outside the candidate’s unit. When possible, at least one of the faculty members will be selected from the candidate’s primary teaching location (i.e., duty station).
- 10.3.7 “Faculty peer” shall mean one who holds a faculty appointment.
- 10.3.8 “Student representative” shall mean a student chosen by the ASSVC Student Senate who has completed a minimum of 45 credits.
- 10.3.9 “Candidate” shall mean any individual holding a probationary faculty appointment.
- 10.3.10 “Probationary faculty appointment” shall mean a tenure-track faculty appointment for a designated period of time which may be terminated without cause upon expiration of the candidate’s term of employment.
- 10.3.11 “Appointing authority” shall mean the Board of Trustees of Community College District No. 4.
- 10.3.12 “College District” shall mean Community College District No. 4.
- 10.3.13 “Administrative appointment” shall mean employment in a specific administrative position as determined by the appointing authority.

10.4 Administration of the Tenure Review Process

- 10.4.1 Responsibility for administration of the tenure review process rests with the Vice President of Academic Affairs. The Vice President of Academic Affairs shall:
 - 10.4.1.1 Have responsibility for ensuring that tenure review proceeds in accordance with the procedures established in this Agreement and under RCW.28B.50.850-869.
 - 10.4.1.2 Assign all new candidates to a review committee. Each committee should be assigned a maximum of (3) three tenure candidates.

- 10.4.1.3 Provide an annual calendar identifying timeframes for tenure review activities, reports and deadlines for all tenure review committee members and the tenure candidate.
- 10.4.1.4 Provide for training to members of the tenure review committees.
- 10.4.1.5 Provide a required professional development program to all new candidates per Article 7.
- 10.4.2 The Vice President of Academic Affairs's Office will provide information on each candidate to Tenure Review Committee chairs and will receive and ensure distribution, as appropriate, of all reports, correspondence, and recommendations.

10.5 Selection of Tenure Review Committee Members

- 10.5.1 Tenure Review Committees (TRCs) shall be established at the beginning of each academic year in accordance with RCW. 28B.50.850-869.
- 10.5.2 Each committee will consist of five (5) members. Three (3) faculty members, the unit administrator or designee, and one student. At least one (1) tenured faculty member will be selected from the candidate's department or related discipline when possible and one (1) tenured faculty member from outside the candidate's unit. When possible, at least one of the faculty members will be selected from the candidate's primary teaching location (i.e. duty station).
- 10.5.3 Students serving on a TRC should have completed a minimum of 45 credits and shall be selected by the ASSVC for a term of one year.
- 10.5.4 Faculty serving on the TRC shall be selected by the majority of faculty acting in a body in a meeting open to all faculty.
- 10.5.5 It shall be the responsibility of the Vice President of Academic Affairs to convene such a meeting or an electronic election. Faculty representatives will be selected at this meeting and shall be appointed for a term of three years.
- 10.5.6 In the event of a vacancy on a committee, a replacement shall be selected within ten (10) calendar days after a vacancy occurs. The Vice President of Academic Affairs will appoint alternates as needed; elections to formalize faculty appointments will occur during fall in-service.

- 10.5.7 Faculty members on the committee shall also not sit in judgment of their own tenure or that of their spouse, partner, or significant other.
- 10.5.8 Serving as chair of a TRC shall qualify as an Option B service assignment (see Article 5.1.9.1) and will be considered as fulfillment of one (1) professional development activity (PDA) pursuant to Article 7.4.2.2.

10.6 Duties and Responsibilities of the Tenure Review Committee

- 10.6.1 General duties of the Tenure Review Committee (TRC) shall include:
 - 10.6.1.1 Explaining the tenure review process to each candidate.
 - 10.6.1.2 Advising the candidate of their professional strengths and areas needing improvement.
 - 10.6.1.3 Developing with each candidate a detailed written plan to improve and strengthen performance based on committee findings; the plan should include specific timelines, outcomes, and assessment.
 - 10.6.1.4 Submitting written reports to each candidate and the Vice President of Academic Affairs, per Article 8.5.5.
 - 10.6.1.5 At the end of the review period, submitting to the appointing authority the TRC's recommendations as to whether or not to award tenure or to extend the probationary period per Article 10.9.4.
- 10.6.2 The TRC shall hold the first organizational meeting by the third week of the first quarter of the tenure review timeline. At this time they will elect a faculty chair and inform the Vice President of Academic Affairs office of that selection.
- 10.6.3 The TRC chair will be responsible for calling subsequent meetings of the committee, scheduling committee interviews and classroom observations with candidates, and keeping the candidate informed of the process and procedures.
- 10.6.4 The TRC shall record and maintain official minutes of each meeting.

10.7 Criteria for Evaluating Candidates

10.7.1 The TRC evaluation of each candidate shall be directed toward and result in the determination of whether or not the candidate possesses the necessary professional competence and ability to perform effectively in their appointment. Evaluation will be based on assessing each candidate according to the following criteria:

- 10.7.1.1 Achievement of core faculty competencies (see Appendix K)
- 10.7.1.2 Skills in teaching, counseling or as a librarian, depending on the nature of the appointment.
- 10.7.1.3 Ability to work with students.
- 10.7.1.4 Ability to create an environment that is conducive to student learning.
- 10.7.1.5 Ability to work cooperatively with staff, faculty, and administrators.
- 10.7.1.6 Knowledge or competence in the subject/discipline area.
- 10.7.1.7 Adherence to established College policies and procedures.
- 10.7.1.8 Participation in professional development and improvement, including participation in a structured candidate professional development program offered through the Vice President of Academic Affairs's Office. This program connects to SVC's General Education Outcomes, particularly the Engage and Integrate outcomes, as well as high impact practices more generally, and will include the new SVC Faculty Academy during fall quarter of the first year, the Inclusive Pedagogy Community of Practice, and the Integrative Learning Community of Practice.

The Inclusive Pedagogy and Integrative Learning Communities of Practice will be offered in alternating years, with one per year in years two and three of the professional development program.

The New SVC Faculty Academy and subsequent communities of practice will be limited to approximately ten (10) total meeting hours during a single quarter each year, and will be completed before the last two weeks of the quarter with no more than one (1) hour total of additional reading, reflection, electronic discussion, and/or other individual work related to this professional development each week. In the other two quarters of the year (excluding summer), there will be two (2) or three (3) trainings (approximately one (1) per month and no more than two (2) hours per training) focused on other core competencies of faculty in addition to meetings between candidates and their respective TRC each quarter.

10.7.1.9 Ability and participation in curriculum development, program development, and learning outcomes assessment.

10.7.2 All college committee assignments for the candidate will be mutually agreed upon by the TRC and the candidate. Committee assignments may be waived or suspended at any time during the probationary period by mutual agreement between the TRC and candidate.

10.8 Tenure Review Committee Procedures

10.8.1 The TRC shall have the authority to obtain documents, records, testimony, and other materials deemed necessary for review of candidates.

10.8.2 All proceedings and reports prepared and provided pursuant to this article by any TRC members shall be held in confidence by the TRC, the Vice President of Academic Affairs, the President, and the Board of Trustees unless otherwise required by law. All candidate files shall be delivered to the Vice President of Academic Affairs' office at the conclusion of the tenure process.

10.8.3 The TRC shall show all evaluation instruments to the candidate prior to their use.

10.8.4 The TRC evaluation of the candidate shall be based on the following:

- 10.8.4.1 Quarterly observations of practice by TRC members while the candidate is carrying out the primary responsibilities of their appointment. In the case of classroom observations, this may include review of course syllabi, classroom assessment, testing and grading procedures, and other classroom materials. A minimum of one observation by the supervising administrator and one observation by another TRC member shall be conducted each quarter and shall be scheduled on consultation with the candidate. Observations of practice by peers other than TRC members may be requested by the candidate of the committee. The TRC may also use peer observers other than committee members for additional observations of practice.
- 10.8.4.2 Quarterly student questionnaires will be administered by the appropriate administrator(s). Such student evaluations shall be conducted in every class taught by the candidate (excluding summer quarter).
- 10.8.4.3 Annual assessment of the candidate's participation in professional activities, both on and off campus.
- 10.8.4.4 Quarterly written evaluations by the candidate's supervising administrator. The TRC may request interviews with the appropriate administrator and/or department chair.
- 10.8.4.5 Annual written instructional practice review shall be reported to the TRC in the winter quarter. The candidate may utilize video recording of teaching, counseling, or library sessions, or other techniques for the purpose of instructional practice review.
- 10.8.5 The TRC shall provide constructive, detailed feedback to guide the candidate's professional development plan and self-reflection to ensure the candidate's achievement of core faculty competencies as defined in Appendix K.
- 10.8.6 In the event the candidate is not sufficiently performing the minimum duties of a full-time faculty member, the candidate shall be provided a detailed professional improvement plan by the TRC. The improvement plan will identify the specific areas needed for improvement to meet the minimum standards and expectations of full-time faculty work.

- 10.8.7 Should a disagreement occur between the candidate and the TRC over any area of evaluation, the candidate may submit a written statement of disagreement to the TRC chair and shall be entitled to a written response from the TRC. If the disagreement remains unresolved, the communication will be forwarded to the Vice President of Academic Affairs for resolution.

10.9 Tenure Review Committee Documentation and Reporting

- 10.9.1 All written evaluations and recommendations prepared by the TRC pursuant to this article shall include the TRC's findings and supporting data and analysis.
- 10.9.1.1 Within ten (10) working days after any observation of the candidate by a TRC member and/or peer observers other than TRC members, the observer shall submit a written report to the candidate and the TRC. The report shall identify the candidate's strengths and weaknesses and any areas needing improvement. The candidate and/or observer may request a meeting between candidate and observer to discuss their performance and the observation report. The observer shall obtain the candidate's written acknowledgement of receipt of the written report and their written feedback, if any, to the report.
- 10.9.2 At the end of each quarter, a written report outlining the candidate's strengths and weaknesses shall be submitted to the candidate and the Vice President of Academic Affairs. This report should include recommended steps, if any, that must be taken by the candidate to address areas needing improvement. The TRC shall obtain the candidate's written acknowledgement of receipt of the written report and attach their feedback, if any, to the report.
- 10.9.3 During each probationary year, a written summative evaluation of each full-time candidate's performance, including a recommendation whether to continue the tenure process, shall be submitted to the Vice President of Academic Affairs. The TRC shall obtain the candidate's written acknowledgment of receipt of the written evaluation report and attach the tenure candidate's feedback, if any, to the report.

- 10.9.4 Prior to and no later than one complete quarter, except summer quarter, before the expiration of the probationary faculty's appointment, the TRC shall make a written recommendation to the appointing authority as to whether or not the candidate should be awarded tenure or an extension of the probationary period, per Article 10.10. The TRC shall obtain the candidate's written acknowledgment of receipt of the written evaluation report and attach the candidate's feedback, if any, to the report.

10.10 Decision to Award or Withhold Tenure

- 10.10.1 The final decision to award tenure shall rest with the Board of Trustees after it has given reasonable consideration to the recommendations of the TRC.
- 10.10.2 All written evaluations and recommendations prepared and submitted by a TRC pursuant to these rules shall include the TRC's findings and supportive data and analysis.
- 10.10.3 The Board of Trustees shall promulgate rules and regulations which shall provide for the award of faculty tenure following a probationary period not to exceed nine consecutive college quarters, excluding summer quarter, and approved leaves of absence: provided, that tenure may be awarded at any time as may be determined by the appointing authority after it has given reasonable consideration to the recommendations of the TRC. Upon formal recommendation of the TRC and with the written consent of the candidate, the appointing authority may extend its probationary period for one, two, or three quarters, excluding summer quarter, beyond the maximum probationary period established herein. No such extension shall be made, however, unless the TRC's recommendation is based on its belief that the candidate needs additional time to complete satisfactorily a professional improvement plan already in progress and in the committee's further belief that the candidate will complete the plan satisfactorily. At the conclusion of any such extension, the appointing authority may award tenure unless the candidate has, in the judgment of the TRC, failed to complete the professional improvement plan satisfactorily.
- 10.10.4 No later than one complete quarter, except summer quarter, before the expiration of the candidate's appointment, the appointing authority shall notify the candidate of the decision to either grant tenure at the conclusion of the probationary period or not renew the appointment for the ensuing year.

- 10.10.5 This appointment to tenure is effective until the faculty member retires or resigns from the tenured position or is dismissed for “sufficient cause” and by due process, as defined in Article 14.

Article 11 ECONOMIC PROVISIONS

11.1 Full-time Faculty Compensation.

- 11.1.1 Contractual days. Full-time schedule predicated upon one hundred seventy-two (172) contractual days.
- 11.1.2 Tenure-Track and Full-Time Temporary Faculty Compensation Schedule. See Appendix A for faculty compensation schedule.
- 11.1.3 Initial Placement. All new Tenured, Tenure-Track, and Full-Time Temporary faculty, who are issued an annual contract and are paid on the basis of the full-time faculty salary schedule will be placed on Faculty Compensation Schedule at Level 1 Tenure-Track/Temporary amount unless they meet additional placement criteria based on a combination of years of relevant experience, having a terminal degree in a primary discipline(s) they will be teaching, or have been tenured at an accredited institution. Those with a minimum of eight years of full-time equivalent teaching experience at an accredited institution will be placed at Level 2 or higher. Those with a minimum of fifteen years full-time equivalent teaching experience at an accredited institution will be placed at Level 3 or higher. Those who have earned a doctorate in either their discipline or a closely related field will be placed at Level 2 or higher.
- 11.1.4 Status Change. Once a probationary tenure-track faculty member receives tenure or a full-time temporary faculty completes three years of full-time temporary service, they will be moved from the Tenure-Track/Temporary amount to the appropriate Tenured or Tenured (+) amount at the same level.
- 11.1.5 Tenured (+) Status. Tenured (+) status applies to faculty who have earned a terminal degree in their discipline or have earned a higher degree (in either their discipline or a closely related field) that is higher than the minimum degree required for their faculty position, those who have served in a Division Chair position (or equivalent as determined in previous contract negotiations). After five years of service at Level 5 Tenured, those who have not previously qualified for Tenured (+) status will move to Level Five Tenured (+).
- 11.1.6 Earned terminal degrees. Faculty that earn terminal degrees in their primary discipline during the academic year, will have their step placement adjusted at the start of the next academic year.

- 11.1.7 Salary Advancement. Promotion advancement through the tenured salary levels will be granted for each four years that a tenured, tenure-track, or full-time temporary faculty member is in good standing. The counting of years will not be impacted by a change in status from full-time temporary to tenure-track, or from tenure-track to tenured. Advancement is not dependent on turnover savings or any other financial considerations. To remain in good standing, a faculty member must meet the following criteria:
- 11.1.7.1 Attend department and unit meeting, and institutional meeting days in accordance with Article 5.
 - 11.1.7.2 Fulfill service requirements in accordance with Article 5.
 - 11.1.7.3 Fulfill professional development plan outcomes in accordance with Article 7.
 - 11.1.7.4 Fulfill advising duties in accordance with Article 5.
- 11.1.8 Good Standing: A faculty member will be assumed to be in good standing unless written notification is provided to the faculty member. If a faculty member is not meeting the criteria outlined in Article 11.1.7, written notification will be provided within 60 calendar days. The written notification will specifically describe the criteria outlined in Article 11.1.7 that the faculty member did not fulfill and will address consistent patterns rather than isolated incidents. The purpose of this notification is to ensure that all parties will work collaboratively to return the faculty to good standing as soon as possible. If there is a disagreement about whether the criteria from 11.1.7 were met, the faculty member may request that this decision be discussed in joint-labor management.
- 11.1.8.1 Restoration of Good Standing. To restore good standing, a faculty member will have the opportunity to complete activities that adjust their practice to meet the criteria for good standing outlined in 11.1.7. These activities will be outlined in an action plan agreed upon by the faculty member and their direct supervisor.
 - 11.1.8.2 If an action plan to restore good standing has not been created and agreed upon by the end of the following academic quarter (excluding summer quarter), or if an agreed upon action plan is not being fulfilled, the faculty member and the President of SVCFT will receive notification and the faculty will enter into Progressive Discipline per Article 12.

- 11.1.8.3 Regardless of the outcome for the previous academic year, a faculty will be considered to be in good standing for the current academic year if all criteria in 11.1.7 are met in the current academic year. Advancement through the steps will be based on four total years of service in good standing. These years do not need to be consecutive if a faculty member does not fulfill the good standing criteria one or more years.

11.2 Turnover Savings.

Turnover savings is the difference between the salary of a retiring faculty member and the replacement incoming faculty member, which is calculated minus benefits, sick leave buyout, and other charges. Positions eliminated by a permanent reduction-in-force will not be calculated for turnover savings.

11.3 High Demand Positions.

Effective July 2020, the State Board or Legislature will define high demand jobs and determine the new funding models for colleges. High-demand faculty positions are defined as meeting either or both of the following criteria:

- Teaching within a program that is included on the SBCTC High-Demand CIP List
- Teaching within a bachelor's degree program

Teaching within a program refers to specific courses found in the Program/Course Appendix. For bachelor's degree programs, this is limited to courses at the 300 and 400 level with course prefixes identified in the Program/Course Appendix. The above definition applies to current and future faculty and programs.

- 11.3.1 High-Wage Faculty Position. High-wage faculty positions are defined as high-demand faculty positions that have a positive industry wage differential.

Positive industry wage differential refers to a difference between the average faculty salary (defined as Level 3 on the Tenured Faculty Salary Structure) and the average industry wage, in which the industry wage is higher.

The average industry wage is calculated using three mutually agreed upon sources that must include:

- Bureau of Labor Statistics (a federal government source),
- Employment Security Department (a Washington State government source), and
- EMSI (Economic Modeling) or another mutually agreed upon third-party source.

The calculations referenced above can be found in the Wage Calculations Appendix.

- 11.3.2 High-Demand Salary Enhancements. Tenured, Tenure-Track, Full-Time Temporary, and Associate faculty will receive salary enhancement, paid utilizing the High-Demand Enhancement Tier Structure. These enhancements are contingent upon the continuation of the HB2158 legislative funding and the amount dispersed to the college by the State Board. In the event the Legislature or the State Board reduces the funding level for high-demand dollars, the enhancements will be reduced proportional to the reduction.

High-Demand Enhancement Tier Structure

	Annual Salary Enhancement	Associate Enhancement Per FCU	Moonlight & Load Outside of Primary RIF Unit Enhancement Per FCU
Tier 1	\$5,000	\$100	\$100
Tier 2	\$10,000	\$200	\$200
Tier 3	\$20,000	\$300	\$300
Tier 4	\$30,000	\$400	\$400

11.3.3 Faculty Eligibility

Annual Salary Enhancement applies to any Tenured, Tenure-Track, Full-Time Temporary faculty assigned to a primary RIF unit defined as a high-demand faculty position. The enhancement is paid as an annual salary enhancement to the faculty's base salary. Moonlight assignments after the faculty members 48 IU's would receive the Associate Per FCU Enhancement.

Associate Per FCU Enhancement applies to any associate faculty assigned to a course defined as a high-demand faculty position. The enhancement is paid at a per FCU basis.

Moonlight & Load Outside of Primary RIF Unit Per FCU Enhancement applies to any Tenured, Tenure-Track, Full-Time Temporary faculty assigned to a course defined as a high-demand faculty position that is outside their primary RIF unit. The enhancement is paid at a per FCU basis for eligible moonlight and annual teaching load assignments.

11.3.4 Tier Eligibility

- Tier 1- applies to programs/courses defined as high-demand faculty positions, but not as high wage faculty positions.
- Tier 2- applies to programs/courses defined as high-demand faculty position and high-wage faculty positions with a positive industry wage differential that is up to 24%.
- Tier 3- applies to programs/courses defined as high-demand faculty position and high-wage faculty positions with a positive industry wage differential that is 25 to 49%.
- Tier 4- applies to programs/courses defined as high-demand faculty position and high-wage faculty positions with a positive industry wage differential that is 50% or greater.

11.3.5 Prorated Assignments/Contracts

Any tenured, tenure-track, or full-time temporary faculty assignments eligible for the high-demand enhancement that are prorated will have the enhancement prorated in a similar manner. Enhancements per FCU will not be prorated.

11.3.6 Remaining Funds. Any remaining high-demand funds, after enhancements have been calculated, will be allocated on an annual basis to the following high-demand program activity areas using the corresponding proportions. Any high-demand funds remaining at the end of the year can be reallocated through mutual agreement.

- New Tenure-Track Positions—50%
- Program Development—25%
- Faculty Professional Development—15%
- Program Support—10%

11.4 Nursing Educator Positions.

Effective July 2019, the State Board and Legislature approved HB2158 that authorized and appropriated dollars solely to increase nurse educator salaries.

11.4.1 Eligibility. Nurse Educators are those faculty in positions that require a current Registered Nurse license or Licensed Practical Nurse license in the job description and are directly related to nursing instruction.

11.4.2 Nursing Educator Salary Enhancements. Tenure and Tenure-Track faculty and Associate faculty will first be placed on the appropriate step of the most current salary schedule.

11.4.2.1 After initial placement, nurse educators will be paid an annual salary enhancement of \$25,000.

11.4.2.2 Associate faculty will receive an Associate Per FCU Enhancement of \$350. Associate Per FCU Enhancement applies to any associate faculty assigned to a course defined as a nursing faculty position.

11.4.2.3 Moonlight and overload assignments are eligible for the Associate enhancement.

11.4.3 Nursing Funding. The salary enhancements are contingent upon the continuation of the HB2158 legislative funding and the amount disbursed to the college by the State Board.

11.4.4 Remaining Funds. Any remaining nursing funds, after enhancements have been calculated, will be allocated on an annual basis to the following nursing program activity areas using the corresponding proportions. Any nursing funds remaining at the end of the year can be reallocated through mutual agreement.

- New Tenure-Track Positions 50%.
In the event that the nursing program is fully staffed and there are no new tenure track positions to be funded, this allocation will be reallocated to the other categories at the discretion of the nursing program.
- Program Development 25%
- Program Support/Equipment as authorized 25%

With mutual agreement, remaining funds can be transferred to offset nursing salaries currently allocated to an operational funding source.

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

Payment for full-time temporary or prorata contracts will be based on pro-rata pay of the Step 1 of the Faculty Salary Schedule (based on 45 IU's). In addition, those individuals who have full-time temporary contracts are expected to fulfill the duties and responsibilities of a full-time faculty member as described in Article 5. Full-time

temporary faculty are expected to participate in the full-time faculty communities of practice as described in Article 10.7.1.8.

11.6 Associate Faculty Compensation.

- 11.6.1 Faculty Compensation Unit Rate: See Appendix A for associate salary schedule.
- 11.6.2 Summer Rate. After completing two academic years of teaching at SVC, Tenured, Tenure-Track and Full-time Temporary Faculty will be compensated at Step B of the associate wage scale.
- 11.6.3 Moonlight. Moonlight Rate for annually contracted faculty: See Appendix A for associate salary schedule. Tenured, Tenure-Track and Full-time Temporary faculty who moonlight are paid at Step A of associate salary schedule.
- 11.6.4 Faculty compensation units (FCU) are computed by total hours (lecture, lab, clinical) identified on the approved course outline for a given course divided by eleven (11). Associate faculty pay is computed by multiplying the faculty compensation unit rate by the number of faculty compensation units. This is for pay purposes only.
- Example*: BISC 220 33 lecture, 44 lab
 $33 + 44 = 77$
 $77/11 = 7$ FCUs
 A Step A faculty member would be paid $7 \times \$1084 = \7588
 * refer to Salary Appendix A for current rates of pay.
- 11.6.5 Associate Step Placement: All new associate faculty will be placed on Step A. Administration may opt to place new associate faculty at Step B in the case of experienced faculty or to address recruitment issues.
- 11.6.5.1 Once placed, associate faculty will be paid at their assigned step for any FCU-based compensation.
- 11.6.6 Associate Faculty Wage Scale Progression

Associate FCU compensation will be calculated as a percentage of Level 1 Tenure-Track/Temporary salary as follows:

Associate Level/Status	Associate FCU Percentage of Level 1 Tenure-Track/Temporary Effective 2024-2025
Step A	65.0%

Step A (+)	67.5%
Step B	70.0%
Step B (+)	72.5%
Step C	72.5%
Senior Associate	75%
Senior Associate (+)	77.5%

11.6.7 Associate Faculty Promotions

11.6.7.1 Promotion to Step B Eligibility:

Step A/A+ associate faculty who have taught 60 or more FCUs at Skagit Valley College.

11.6.7.1.1 Step A/A+ associate faculty who are within 10 FCU 's of the eligibility requirement for promotion to Step B and anticipate they will meet the requirement by the end of summer quarter, may apply for promotion to Step B when applications for promotion are being accepted in spring quarter. In this situation, promotions will be granted subject to confirmation of summer teaching assignments

11.6.7.1.2 As an ongoing condition of employment, all associate faculty who are on Step B/B+ or Step C will be required to complete a professional development plan timed with the four-year evaluation cycle, to include at least one Professional Development Activity per year per Article 5.6.

11.6.7.1.3 Associate faculty promoted to Step B/B+ or Step C agree to hold office hours per Article 5.6.9.

11.6.7.1.4 Note: Annually contracted, full-time faculty (i.e. full-time temporary, probationary, and tenured faculty) are not eligible to receive Step A+, Step B/B+, Step C or Senior Associate/Senior Associate+ pay for moonlight assignments.

11.6.7.2 Timeline for Step B, B+ and C Associate Faculty Promotions.

Associate step promotions occur one time per year and are effective the first day of summer quarter. On or before the following dates of each year, the administration and faculty must complete the following activities to administer associate faculty promotions. If the date falls on a Saturday, then the due date will be the Friday before, and if the date falls on a Sunday, the due date will be the subsequent Monday.

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

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

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

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

June 10 – In a case where applicants for Step A+, B, B+ and C promotions think they have been inappropriately denied promotion, the faculty member has the opportunity to request further review by submitting by June 10 to Human Resources, and to the associate faculty liaison (if available), and to the Federation President, all documentation applicable to their request.

June 15 – The SVCFT representative will meet with Human Resources to review the situation and will provide a written decision and appropriate

documentation to the associate faculty member by June 15.

11.6.7.3 Associate (+) Status. Associate faculty at Step A or Step B of the salary scale, and Senior Associate faculty members may move to Associate (+) status for satisfying higher degree requirements. Associate faculty who have earned a terminal degree in their discipline or have earned a higher degree (in either their discipline or a closely related field) that is higher than the minimum degree requirement for their faculty position, may apply for Associate (+) status.

11.6.7.4 Step C Longevity. Step C is a promotion available to associate faculty members with ten (10) years of service at Skagit Valley College, that have reached Step B/B+ and have taught a minimum of 150 FCUs at Step B/B+. (Note: Any academic year in which at least one course was taught at SVC will count as a year of service for this purpose, and years of service do not need to be consecutive).

11.6.7.5 Promotion to Senior Associate/Senior Associate+ Faculty

11.6.7.5.1 Eligibility: Senior associate/Senior Associate+ is a promotion available to associate faculty members that have reached Step B/B+ and taught a minimum of 90 FCUs at Skagit Valley College. This includes Step B/B+ faculty currently serving in Full-Time Temporary faculty roles who have successfully completed the interview process and have been promoted by the supervising administrator. Senior Associates/Senior Associates+ workload standards are outlined in Article 5.6.5.

The promotion process provides a professional development opportunity in interviewing and receiving feedback, regardless of whether a promotion is received by those eligible to apply.

11.6.7.5.2 Application Process: To attain the promotion, faculty will complete the Senior Associate application, be interviewed, and evaluated for promotion by an interview panel. Senior associate step promotions occur one time per year and are effective

the first day of summer quarter of the academic year the promotion is awarded.

11.6.7.5.3 Interview Panel: The interview panel will consist of an appropriate instructional dean, an appropriate department chair or tenured faculty member (or annually contracted FT faculty) who is not a chair by mutual agreement, and the option of one faculty member from a different department.

11.6.7.5.4 Timeline: Human Resources will provide notice of the promotion opportunity and application materials by June 1. If the date falls on a Saturday, then the due date will be the Friday before, and if the date falls on a Sunday, the due date will be the subsequent Monday.

July 15 – Applications for Senior Associate are due by July 15. Late applications will not be accepted.

July 22 – Applicants selected for an interview will be notified one week after the application deadline date. Interviews will be conducted the first full week of August.

August 19 – Promotions will be announced by August 19th.

One week following the selection process, unsuccessful applicants may request a meeting with the instructional dean to receive feedback and recommendations for professional development.

Unsuccessful applicants may reapply for promotion after two years.

11.6.7.5.5 Senior Associate Duties. As an ongoing condition of employment, Senior Associate faculty will be required to complete the additional duties as outlined in Article 5.6.6.

11.6.7.5.6 Non-Renewal. Management reserves the right to non-renew an associate faculty contract or not award a promotion to Senior Associate for any reason. Such a decision is not subject to the grievance procedure of this agreement. However, whenever

appropriate, the college will make every effort to provide feedback and a transparent process.

- 11.6.7.6 Senior Associate Course Assignments: Senior Associate faculty will be given priority for multi-quarter contracts and course assignments up to 15 credits per quarter provided there are enough sections and courses available which they are qualified to teach after full-time load is satisfied. Any credits beyond 15 will be assigned according to the standard associate faculty course assignment process.

11.6.8 Non-Compliance.

- 11.6.8.1 By April 20th, the appropriate unit administrator will email all associate faculty who have not met their PDA requirements a notification of possible non-compliance.
- 11.6.8.2 Any Step B/B+, Step C, or Senior Associate/Senior Associate+ faculty who have not been maintaining their scheduled office hours will immediately be emailed a notification of possible non-compliance by their unit administrator.
- 11.6.8.3 If an associate faculty member does not complete the professional development activity(s) or the required office hours, the faculty member will revert back to their previous Step at the beginning of the next academic year. The associate faculty member will be required to remain at this rate for at least one year.

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

- 11.6.10 Supplementary Assignment Rate. See Appendix A for salary schedule.

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

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

11.6.10.2.1 Linked Learning Communities. The faculty member shall receive additional pay per Appendix A for preparation.

11.6.10.2.2 New Learning Communities. The faculty member shall receive additional pay per Appendix A for initial preparation.

11.6.10.2.3 Fully-Coordinated Learning Communities. Compensation shall be equal to the total credit hours of the course.

11.6.10.2.4 Meeting and In-Service. For all faculty meetings and in-service training assigned by the appropriate administrator, the faculty shall be compensated at the non-instructional meeting rate.

11.6.10.2.5 Cancellation. In the event of a class canceled within five (5) working days of its start date, or a faculty reassignment to meet workload requirements is made within five (5) working days of the class start date, the faculty member shall receive ten (10) hours of compensation at the non-instructional meeting rate for preparation, plus compensation for any class time met.

11.6.10.2.6 Learning Communities. In fully-coordinated learning communities, credit load for each faculty member shall be equivalent to the total credit hours for the community. For courses with state-recommended enrollment caps such as college level speech and college level English comp courses, the instructor receives the greater of credit load for two sections of their individual course or credit load for the community.

11.6.10.2.7 Linked learning communities and federated learning communities. Will be compensated according to the stipends in Appendix A. Federated learning community stipends will be available to the core instructor and one to four federated instructors from different academic disciplines who collaborate with the core instructor in the planning process and some aspect of delivering the core course during the quarter.

11.7 Multi-Quarter Contracts for Associate Faculty Positions.

SVCFT and Skagit Valley College recognize that (a) providing consistent and predictable scheduling is an important factor in delivering high quality teaching, (b) attracting and retaining high quality associate faculty is critical to our students' success, and (c) increasing job security for associate faculty improves our quality of instruction. We therefore formally recognize the crucial, necessary role that associate faculty fulfill at the

College. As one strategy to achieve these interests, multi-quarter contracts shall be offered to associate faculty in programs with stable class schedules and enrollments. Multi-quarter contracts are on an academic year basis and shall consist of employment up to three consecutive quarters and can be any number of FCUs per quarter. The appropriate administrator is responsible for assigning associate faculty and will consider the following in no particular order: needs of the department, seniority, qualifications, evaluations, availability, and moonlight requests. However, priority will be given to Senior Associate faculty.

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

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

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

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

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

11.8 Beyond Normal Teaching Load Pay.

Due to the nature of certain programs, full-time faculty may be assigned to teach loads which exceed the normal teaching load of 45 instructional units. Full-time load is met at 45 IUs. Moonlight will be paid for IUs 46-48. Overload pay, when assigned, will begin at 49 IUs. Payment for IUs beyond 48 will be paid during spring quarter after determination of the faculty member's load is completed. This pay does not apply to optional assignments. Payment will be based on the percent of load in excess of their normal teaching load times the level pay of the full-time faculty on the full-time faculty schedules. Beyond 48 IUs, pay will be computed as follows $[(\text{Academic Year IU load} / 48) - 1] \times [\text{Level of pay from full-time schedule}]$

Example: Academic IU load* = 51; Level of pay = level 2, \$84,380
Beyond Normal Teaching Load Pay = $[(51/48)-1] \times \$84,380 = \$5,273.75$

*See Appendix A for updated rates of pay.

11.9 Extra Duty and Summer Pay.

- 11.9.1 In order to maintain certain teaching functions, counseling functions and library-media functions, contracts beyond the basic standard (nine-month) contract are necessary. Such contracts are based upon the recommendation of appropriate supervisors who determine the length of time necessary to maintain the functions described above. The salary for extended contracts shall be .0058 of the employee's base annual salary for the current academic year for each assigned day unless otherwise dictated by legislation. This section applies to full-time academic employees, such as Early Childhood Education, Nursing, Allied Health Education, Counseling, and Library Media Services, who perform activities that are substantially equivalent to those in the regular school year.
- 11.9.2 At a minimum, an equivalent of six full-time counselors will receive extended contracts for the 15 working days immediately preceding the 172-day contracted schedule for full-time faculty members, as described in Article 5.8.
- 11.9.3 Extended contracts, mutually agreed upon flexible scheduling, or both will be utilized to assign the equivalent of one full-time counselor (based on 35-hour work week as described in Article 5.3.2) for summer quarter, winter break, and spring break.
- 11.9.4 Payment for teaching functions during summer session shall be in accordance with the Associate Faculty Salary Schedule (see Appendix A).
- 11.9.5 Moonlight Courses/Assignment. Courses that annually contracted faculty who are asked and voluntarily agree to teach beyond their normal assignment for the quarter. This may include day, evening, weekend, or a course outside of their discipline or program. Moonlighting is paid at Step A of the associate faculty rate, and is paid during the quarter in which the service is delivered.
- Moonlight Assignments. Full-time faculty with moonlight assignments shall not have the right to bump associate faculty when a class is canceled, as long as load for the full-time faculty is maintained.

- 11.9.6 Release Time. Tenured, Tenure-Track, and Full-Time Temporary faculty serving in release-time positions will have the option of taking release from their normal course load or receiving a stipend at the appropriate moonlight Step A rate.
- 11.9.7 Head Count Pay. Faculty shall be paid a base amount that is 20% of their current associate faculty FCU Rate and an additional amount per enrolled student calculated as 80% of their current associate faculty FCU Rate divided by half of the course cap, provided that:
- If a course cap is higher than 30, then 30 will be utilized as the cap for purposes of the headcount pay formula, and,
 - such calculations shall not exceed the amount derived from the Associate Faculty Salary Schedule Faculty Compensation Rate.

Headcount Formula *:

Example 1: MATH& 107 with a course cap of 32, 55 lecture, $55/11 = 5$ FCU's taught by Step A associate faculty. A fully enrolled course of MATH& 107 would be paid \$5,420 ($\$1,084 * 5$ -course). A course at Headcount Pay for MATH& 107 with only 6 students would be paid \$2,818 total based on receiving the base amount of \$1,084 ($\$5,420 * 0.2 = \$1,084$) and an additional \$2894 for each of the 6 students ($\$5,420 * 0.8 / [30 / 2] = \289)

Example 2: ENGL& 101 with a course cap of 27, 55 lecture, $55/11 = 5$ FCU's taught by a Step A associate faculty. A fully enrolled course of ENGL& 101 would be paid \$5,420 ($\$1,084 * 5$). A course at Headcount Pay for ENGL& 101 with only 11 students would be paid \$4,615 total based on receiving a base amount of \$1,084 ($\$5,420 * 0.2 = \$1,084$) and an additional \$321 for each of the 11 students ($\$5,420 * 0.8 / [27/2] = \321)

Example 3: AHE 134 with a course cap of 15, 55 lecture, $55/11 = 5$ FCU's taught by a Step A associate faculty. A fully enrolled course of AHE 134 would be paid \$5,420 ($\$1,084 * 5$). A course at Headcount Pay for AHE 134 with only 6 students would be paid \$4,552 total based on receiving a base amount of \$1,084 ($\$5,420 * 0.2 = \$1,084$) and an additional \$578 for each of the 6 students ($\$5,420 * 0.8 / [15/2] = \578)

*See Appendix A for updated rates of pay.

- 11.9.8 Independent Study. Faculty that are requested by their supervisor to teach an independent study course will be notified by their supervisor that when teaching said course the faculty has no obligation to meet as the course was originally published in the schedule. Faculty determine the structure of independent study classes. Faculty will be paid per Article 11.9.7.
- 11.9.9 Low Enrolled Courses. In situations where class enrollment does not exceed 15 students or 50% of the course cap (whichever is lower), the assigned faculty may be provided the option at the request of the appropriate unit administrator to teach the class on a per headcount basis as defined in 11.9.7. Headcount is based on enrollment on the fifth day of the quarter.
- 11.9.10 Clustered Classes. The College may cluster classes with similar content provided the class capacity is not exceeded, and on ground contact hours do not increase, and this is done in collaboration with the full-time faculty within the discipline area. On a quarterly basis the SVCFT Labor Management Committee will review contracts issued for clustered classes.
- 11.9.11 Quarterly and Production Stipends. Nothing herein shall be construed to require the administration to continue said activities. The following activities may receive an additional stipend per Appendix A.

Quarterly Stipends
Newspaper Advisor
KSVR Station Manager
Director of choral music activities
Director of instrumental music activities
Art Gallery Curator
Ceramics
Director of Theater
Musical Theater Director (per production)
Accompanist (per accompaniment)

11.9.12 Learning Communities and Initial Preparation Stipends

The following activities may receive an additional stipend per Appendix A. For Definitions of Learning Community Structures see the General Education Guidelines.

Linked Learning Communities
Federated Learning Communities <ul style="list-style-type: none"> • Core Instructor stipend

• Federated Instructor stipend
Associate faculty – New Fully-Coordinated Initial Preparation
Associate faculty – New Linked Initial Preparation
Associate faculty – New Federated Core Initial Preparation
Tenured faculty* – New Fully-Coordinated Initial Preparation
Tenured faculty* - New Linked Initial Preparation
Tenured faculty* - New Federated Core Initial Preparation
*for the purposes of this section only, Tenured faculty includes Tenure-Track, Tenured, FT Temporary and Annually Contracted FT faculty

- 11.9.13 I-BEST Collaboration Stipends. When content courses are co-taught with an I-BEST instructor, both the I-BEST instructor and the instructor of the content course will receive the I-BEST Collaboration Stipend listed in Appendix A.

11.10 Department Chair Compensation.

Upon acceptance of the 3-year department chair responsibility, department chairs will be compensated based on assigned annual faculty compensation units (FCU) per Appendix E.

Select one of the following options for compensation:

- 11.10.1 Option 1: For Tenured, Tenure-Track and Full-time Temporary faculty, release time equivalent to identified faculty compensation units each academic year as mutually agreed upon by the department chair and appropriate supervisor.
- 11.10.2 Option 2: Payment for identified faculty compensation units at the appropriate step rate
- 11.10.3 Option 3: Compensation may be taken as a combination of release time and stipend amounts consistent with the FCU compensation for a given department chair position.
- 11.10.4 Payment will be in each academic year as mutually agreed upon by the department chair and appropriate administrators.

11.11 Bachelor's Degree Department Chair Compensation.

Upon acceptance of the 3-year department chair responsibility, bachelor's degree department chairs will be compensated based on assigned annual faculty compensation units (FCU) per Appendix E.

11.12 Department Liaison Compensation.

Upon acceptance of the department liaison responsibility, Liaisons will be compensated

at the appropriate step rate based on the assigned annual faculty compensation units (FCU) per Appendix E. For Tenured, Tenure-Track, and Full-time Temporary faculty, release time equivalent to identified faculty compensation units may be taken as mutually agreed upon by the department chair and appropriate administrator.

Department List. Department lists are identified in Appendix C.

The administration and SVCFT, working cooperatively, can add, delete, or consolidate departments to the Appendix C in a mutually agreeable fashion.

11.13 Retirement Programs.

11.13.1 The Employer shall make available to eligible faculty such annuity or retirement programs authorized by law, State Board Policy 2.50 and 2.70 and RCW 28B.10.400, as now or hereafter amended.

Early Retirement shall be in accordance with Appendix B.

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

11.14 Retirement Contributions and Deductions.

The College agrees to make contributions to retirement plans for eligible academic employees consistent with applicable State laws and regulations. Information on such plans shall be provided to faculty upon request.

The College shall provide information on all retirement programs to employees upon meeting eligibility requirements and of any substantial modifications announced by appropriate regulatory agencies.

Consistent with applicable State rules and regulations, the College shall make payroll deductions for those employees who elect to participate in college authorized voluntary retirement programs.

11.15 Supplemental Retirement Calculations

Supplemental Retirement calculations may be available to certain State Board Retirement Plan participants (28B.10.400). The College will provide eligibility and procedural information at the time of retirement.

11.16 Reemployment following Retirement

Employment post-retirement is subject to enrollment and college needs.

Faculty returning to employment following the retirement from a Washington State Retirement Plan or State Board Retirement Plan may be limited in the number of hours they may work without impacting their retirement benefit. Plan rules dictate the length of time the employee must be in retirement status as not to impact their eligibility for retirement benefits or distributions.

Example: SBRP requires 6 months or two (2) academic quarters of retirement from all Washington State Community and Technical Colleges before reemployment in SBRP participating college.

If the College employs retired faculty, compensation is paid on the associate faculty wage scale.

11.17 Insurance Programs.

Pursuant to State Board Policy 2.50, eligible faculty may participate in health and life insurance plans made available and administered by the Public Employee's Benefits Board; provided, that, with the approval of the Public Employee's Benefits Board, other types of insurance plans, except for liability insurance, may be made available. The amount of monthly College District premium contribution paid on behalf of each participating faculty shall be that designated by the Public Employee's Benefits Board. The premium entitles eligible employees to basic life, long-term disability, and medical/dental/vision insurance. Eligibility for such insurance programs is defined by WAC 182-12.

11.18 Part-Time Employee Eligibility for Health Insurance Benefits.

Eligibility for enrollment and maintenance of health insurance benefits will conform to the criteria established by the State of Washington Health Care Authority and set forth in WAC Title 182. Part-time faculty will be provided eligibility information when first employed and whenever policy changes occur.

11.19 Insurance During Leaves.

The College shall continue all insurance programs during the period when faculty are on an approved leave with pay. Faculty are responsible for their share of the insurance premiums while on paid leave. Faculty shall have the option of continuing all insurance benefits at their expense while on unpaid leave to the extent provided by law. The College will assist the employee in maintaining insurance coverage while on leave by providing all available information and forms.

11.20 Paid Family Medical Leave Premiums.

The College and Faculty shall share in the cost of paid family medical leave premiums. All premiums in excess of the amount funded by the State Legislature shall be borne by faculty. Premium rate increases are effective each January and the employer and employee premium ratio is determined by the Employment Security Department.

Article 12 DISCIPLINE

12.1 Intent.

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

12.2 Attempt at Informal Resolution.

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

12.3 Right to Representation.

12.3.1 Investigation Interviews and Disciplinary Meetings. A faculty member shall have the right to have an SVCFT representative present at an investigation interview called by the College if the faculty member reasonably believes discipline could result or at disciplinary meetings in which discipline is anticipated or imposed. Once a request for SVCFT representation is requested, the College will cease any proceedings at the request of a faculty member to allow them to obtain representation.

12.3.2 Faculty Member Responsible for Contacting SVCFT. Faculty members seeking representation are responsible for contacting their SVCFT representative. If the requested representative is not reasonably available, the faculty member will select another available SVCFT representative. If a representative is still not available, the meeting will be rescheduled at a mutually agreeable time, but no later than five (5) calendar days after the first meeting was scheduled.

12.3.3 No Interference. The exercise of rights in this Article will not interfere with the College's right to conduct an investigation.

12.4 Investigations.

- 12.4.1 Right to Conduct an Investigation. The College reserves the right to conduct an investigation into any allegation of misconduct or any alleged violation of this Agreement or any Board Policies, the College's rules, regulations, and administrative policies, state and federal law, and professional ethics. All faculty members are required to cooperate with the College's investigation.
- 12.4.2 Timely Resolution. The College and Association agree to cooperate to ensure the timely resolution of investigations of alleged faculty member misconduct.
- 12.4.3 Anonymous Complaints. Anonymous complaints may not be used as a basis for discipline. Anonymous complaints are defined as those in which the identity of the complainant is unknown, or in which the complainant's identity is not disclosed to the faculty member. This does not preclude informal notice to the faculty member that an anonymous complaint was received, nor does it preclude the College from following up on an anonymous complaint, where evidence exists to support the complaint. The College is entitled to conduct an investigation where evidence suggests faculty member wrongdoing and follow-up with discipline where appropriate and supported by rebuttable evidence.
- 12.4.4 Formal Complaint. A formal complaint made against a faculty member by a student or other person will be called to the attention of the faculty member within seven (7) business days of the filing. When the Human Resources Office, after reviewing the complaint, determines an investigation is warranted, notice will be given to the faculty member within ten (10) business days of that decision. Student complaints not related to the College's Prevention of Harassment and Discrimination Policy will be handled in accordance with the College's Code of Student Rights and Responsibilities, as currently enacted or hereafter amended.
- 12.4.5 Investigation Process. The College has the authority to determine the method of conducting investigations. An investigation may be conducted by an administrator or independent third party, as determined appropriate by the Human Resources Office. All administrators conducting such internal investigations shall have received training in standard investigative procedures.
- 12.4.6 Administrative Leave. When determined appropriate by the Human Resources Office, a faculty member may be placed on administrative leave with pay, pending the outcome of the investigation and/or imposition of discipline. A faculty member placed on administrative leave will not be prohibited from contacting an SVCFT representative.

- 12.4.7 Investigation Findings. A summary of the investigation findings, if requested, will be made available to the faculty member and SVCFT within thirty (30) business days of the conclusion of the investigation. A request for disclosure of any investigation report filed by the assigned investigator will be filled by the College pursuant to state and federal disclosure laws.

12.5 Discipline.

The College has the authority to impose discipline, which may be grieved as set forth in Article 13 – Grievance Procedure. The following will be considered in imposing discipline:

- 12.5.1 Just Cause. No faculty member shall be disciplined without just cause. The seven tenets of just cause are the following:
- 12.5.1.1 Notice. The College gave the faculty member forewarning or foreknowledge of the possible or probable consequences of the faculty member's disciplinary conduct.
 - 12.5.1.2 Reasonable Rule or Order. The College's rules or managerial orders, as identified in 12.1, are reasonably related to (a) the orderly, efficient, and safe operation of the College's business, and (b) the performance that the College might properly expect of the faculty member.
 - 12.5.1.3 Investigation. The College, before administering the discipline, made an effort to discover whether the faculty member did, in fact, violate or disobey a rule or order of the College.
 - 12.5.1.4 Fair Investigation. The College's investigation was conducted fairly and objectively.
 - 12.5.1.5 Proof. The investigator obtained reasonable evidence or proof that the faculty member did engage in misconduct contrary to Board Policies, the College's rules, regulations, and administrative policies and procedures, and/or state and federal laws.
 - 12.5.1.6 Equal Treatment. The College has applied its rules, orders and penalties evenhandedly and without discrimination to all faculty members.
 - 12.5.1.7 Penalty. The degree of discipline administered by the College in the particular case was reasonably related to (a) the seriousness of the faculty member's proven offense, and (b) the record of the faculty member's service with the College.

- 12.5.2 Progressive Discipline. The College shall apply, where appropriate, the principles of progressive discipline as follows: verbal warning, written reprimand, suspension with or without pay, and finally dismissal (refer to Article 14 Dismissal for Sufficient Cause or Reduction in Force). The College will not be required to apply progressive discipline where the nature of the misconduct calls for the imposition of more serious discipline or discharge.
- 12.5.3 Time Limitations. No disciplinary action beyond three (3) calendar years may be used to justify current disciplinary action, except for last chance agreements or repeat misconduct. A repeat of the same misconduct can renew the three-year period for which the disciplinary action could be used as a basis for or step in progressive discipline.
- 12.5.4 Notice to Faculty Member. Verbal warnings and written reprimands will be identified as such. Prior to taking disciplinary action other than a verbal warning or written reprimand, the appropriate vice president will issue a "Notice of Proposed Disciplinary Action" to the faculty member, with a copy to SVCFT. Such notice will list the charge(s), an explanation of the evidence which forms the basis of the charge(s), and the action contemplated. The notice will also provide a meeting date and time at which the faculty member, with the assistance of an SVCFT representative if requested by the faculty member, may provide information and reasons orally or in writing why the discipline should not be imposed.
- 12.5.5 Imposition of Disciplinary Action. Once the supervising administrator and/or appropriate vice president has considered the information provided by the faculty member in Article 12.5.4 and determines disciplinary action to be appropriate, the faculty member will be provided a "Letter of Disciplinary Action," with a copy to SVCFT.
- 12.5.6 Privacy. When investigating a complaint and/or disciplining a faculty member, the College will make an effort to protect the privacy of the faculty member.
- 12.5.7 Off-Duty Conduct. The off-duty activities of a faculty member may be grounds for disciplinary action if said activities are a conflict of interest as set forth in the Ethics Policy and Ethics in Public Service RCW 42.52, as currently enacted or hereafter amended; are detrimental to the faculty member's work performance or the programs of the College; or otherwise constitutes just cause. Unless prevented by extenuating circumstances, faculty members will report, within twenty-four (24) hours of the action or prior to the faculty member's scheduled shift, whichever occurs first, all arrests and any court-imposed sanctions or conditions that may reasonably affect their ability to perform their duties and responsibilities to the College.

Article 13 GRIEVANCE PROCEDURE

13.1 Purpose and Definitions.

It is the declared objective of the Board and the SVCFT to encourage the prompt resolution of all grievances. Accordingly, the following grievance procedure is established to provide an orderly and expeditious procedure for this resolution.

13.1.1 An Agreement grievance is defined as a complaint concerning any condition, action, or lack of action on the part of the Employer that a faculty member or the Federation believes to be a violation, misinterpretation, or misapplication of this Agreement. Grievances of this type shall be processed using Step One, Step Two, and Step Three, outlined in Article 13.3.

13.1.2 A policy and procedure grievance is defined as a complaint regarding the interpretation and application of specific College policies, procedures, rules, and/or regulations. Grievances of this type shall be processed using Step One and Step Two, outlined in Article 13.3.

13.2 Informal Level.

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

13.3 Formal Level.

13.3.1 Step One:

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

Formal Level Step 1, as described below, shall be the only level at which faculty can file without Federation intervention. If the SVCFT finds the adjustment of a grievance at Step 1 is not consistent with the terms and conditions of this Agreement, the SVCFT may file the grievance at Step 2. Under no circumstances may an individual grievant take the grievance to arbitration: as provided below, arbitration is a step to be pursued at the sole discretion of the SVCFT.

If the grievance cannot be adjusted informally, the grievant shall reduce the grievance to writing, stating the facts upon which it is based, the applicable provision(s) of this Agreement, and the remedy sought. The signed grievance shall be submitted to the Vice President of Academic Affairs, within twelve (12) working days after the occurrence of the grievance or within twelve (12) working days from the time the grievant or the Federation should have reasonably become aware of the occurrence of the event giving rise to the grievance, whichever is later. The Vice President of Academic Affairs, upon receipt of the

written grievance, shall sign and date the grievance and shall give a copy of the grievance to both the grievant and the Federation. The Vice President of Academic Affairs shall answer the grievance in writing, including the reasons upon which the decision was based, within ten (10) working days of receiving the grievance and shall concurrently send a copy of the grievance, their decision, and any and all supportive evidence to the grievant and the Federation.

13.3.2 Step Two:

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

13.3.3 Step Three:

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

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

13.3.4 Time Limits.

- 13.3.4.1 A working day shall be defined as a day on which the main office of the college is open for business (M-F). In calculating working days as used in this article, those days that fall between the end of one quarter in any of the four quarters and the beginning of the subsequent quarter shall be excluded.
- 13.3.4.2 Failure on the part of the Employer to render a written decision concerning the grievance at any step of this procedure and within the time limits specified shall be considered a settlement in favor of the grievant.
- 13.3.4.3 Failure on the part of the grievant to appeal a grievance or render a decision on any step of this procedure shall be considered as acceptance of the decision of the Employer.
- 13.3.4.4 All time limits within this grievance procedure may be extended by mutual agreement in writing between the parties. Grievances initiated during the duration of this Agreement shall be fully processed in accordance with the terms of this Agreement.
- 13.3.4.5 All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. All grievance hearings shall be heard during the daily work day and no faculty involved in the grievance hearing as a witness or grievant shall suffer loss of salary or other benefits.

13.3.5 Jurisdiction of the Arbitrator.

- 13.3.5.1 The arbitrator shall decide all substantive and procedural issues related to the arbitration.
- 13.3.5.2 Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator, provided that the arbitrator shall resolve the question of arbitrability prior to hearing the merits of the grievance.
- 13.3.5.3 The provisions of Article 9 of this Agreement shall not be subject to this grievance procedure.
- 13.3.5.4 The arbitrator shall have no authority to alter, add to, or subtract from any of the terms and conditions of this Agreement.

- 13.3.5.5 The arbitrator shall have no authority to render a decision or award beyond the termination date, or renewal or extension thereof, of this Agreement.
- 13.3.5.6 The arbitrator shall have authority to base their decision or award on the evidence and matters presented to them by the parties in the presence of each other, the matters presented in the written briefs of the parties, and all appropriate arbitration rulings, decisions and awards previously decided upon.
- 13.3.6 Appeal of Arbitration. Petition by either party to a court of competent jurisdiction, on any arbitration decision or award shall be limited to the following:
 - 13.3.6.1 The arbitrator exceeded their jurisdiction or authority under this Agreement.
 - 13.3.6.2 The arbitrator's decision or award is based on an error of law.

Article 14 DISMISSAL FOR SUFFICIENT CAUSE OR REDUCTION IN FORCE

14.1 Dismissal for Sufficient Cause.

Dismissal of tenured faculty for sufficient cause and dismissal of probationary or annually contracted faculty for sufficient cause, during the term of their appointments, shall be governed by this article. In both cases, a Dismissal Review Committee shall be convened, as described in Article 14.4. and the affected employee may request a hearing, as described in Article 14.5. For purposes of this article, annually contracted faculty refers to positions that are non-tenurable and employed from federal or grant funds as defined by WAC 131-16-400 (this does not include temporary full-time faculty or associate faculty). These positions may be terminated upon reduction or elimination of the funding and/or program, or for just cause and progressive discipline.

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

- 14.1.1 Aiding, abetting or participating in:
 - 14.1.1.1 Any unlawful act of violence
 - 14.1.1.2 Any unlawful act resulting in the destruction of college property
 - 14.1.1.3 Any unlawful interference with the orderly conduct of the educational process
- 14.1.2 Incompetence in the performance of professional duties

- 14.1.3 Serious neglect of duty
- 14.1.4 Physical or mental incapacity to perform duties as a professional faculty member
- 14.1.5 Insubordination
- 14.1.6 Substance abuse in the workplace
- 14.1.7 Theft or embezzlement of state property
- 14.1.8 Significant or sustained breach of employment contract.

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

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

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

- 14.2.1.1 Lack of funds.
- 14.2.1.2 A pattern of decreased enrollment, based on review of at least six (6) consecutive quarters, evidenced by lack of students participating in particular programs or services.
- 14.2.1.3 Elimination and/or reduction of programs, courses, or services (see Program Viability and Termination Policy 4050).
- 14.2.1.4 A declaration by the State Board for Community and Technical Colleges of financial emergency pursuant to RCW 28B.50.873, under the following conditions:

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

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

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

14.3 Reduction in Force Unit List.

Reduction in Force (RIF) units shall be established, and each tenured and probationary faculty member shall be assigned to a maximum of two RIF units.

14.3.1 Reduction in Force Unit Lists. Reduction in force unit lists shall be developed annually. Each faculty member shall be ranked in an appropriate RIF unit in accordance with seniority procedures defined herein.

14.3.2 RIF Assignments. Assignments to RIF units shall be established and published by November 1 each academic year by the Vice President of Academic Affairs.

14.3.3 Second RIF Unit. Each faculty member shall be assigned to the first RIF unit based on the unit in which they have been assigned to teach an average of 51% of load. This unit shall be the faculty member's first RIF unit. The College shall also provide the opportunity for each faculty member to claim rights to one additional RIF unit. Faculty may request in writing, by October 15 of each academic year, to be assigned to a second RIF unit if they meet the following criteria:

14.3.3.1 Earned Bachelor's or Master's degree or doctorate in directly related field, with at least 45 credits in the discipline area, OR

14.3.3.2 One-third time or more teaching experience in the second RIF unit over the past three years, OR

14.3.3.3 Able to be vocationally certified in the second RIF unit.

14.3.3.4 When a faculty member qualifies for and is placed in a second RIF unit, that placement will be based on seniority as described in 14.3.7

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

14.3.4 Reduction in Force Units are in Appendix F.

- 14.3.5 Additional RIF units may be added by the District to reflect program additions or by mutual agreement with the Federation.
- 14.3.6 RIF Placement Hearing. Any faculty who feels they have been incorrectly placed in a RIF unit shall have the right to a hearing before the Vice President of Academic Affairs. Nothing in this section shall preclude the right of a faculty member to be accompanied by a representative of their choice in the hearing. Such hearing shall take place within seven (7) calendar days from the time the faculty was notified of this assignment.
- Any unresolved disputes regarding RIF unit assignment shall be resolved following the process described in Article 13 - Grievance Procedure.
- 14.3.7 Seniority Order of Reduction. The order of reduction in force shall be based on seniority. Seniority shall be defined as continuous full-time service in any faculty position with District 4. Administrators holding tenure with SVC prior to September 1995 shall have continuous full-time service with the District count toward seniority in the event that they return to the unit. In computing an employee's seniority, any and all service, including leaves of absence up to twenty-four (24) calendar months and sabbatical leaves, shall be counted.
- 14.3.7.1 The faculty member with the highest number of qualifying years shall be the most senior; in case of ties, seniority shall be determined in the following descending order:
- 14.3.7.1.1 First date of signature of an employment contract.
- 14.3.7.1.2 First date of signature of letter of intent.
- 14.3.7.1.3 First date of application for employment.
- 14.3.8 Recall and the establishment of lay off units.
- 14.3.8.1 Full-time faculty members who have been separated from service as a result of this reduction in force procedure shall have the right to be recalled consistent with the provisions specified below.
- 14.3.8.2 Recall lists shall be created and maintained by the District for each affected RIF unit. The names of each affected faculty member shall be placed on the appropriate lay off unit list according to seniority.
- 14.3.8.3 Recall shall be in reverse order of reduction in force by lay-off-units to a faculty position, either newly created or a vacant full-time position.

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

14.4 Dismissal Review Committee.

- 14.4.1 Definitions relating to the Dismissal Review Committee as used in this article:
 - 14.4.1.1 “Faculty” shall mean one who holds a faculty appointment.
 - 14.4.1.2 “Student representative” shall mean a full-time student chosen by the ASSVC.
 - 14.4.1.3 “Administrative staff” shall mean those individuals holding administrative positions.
 - 14.4.1.4 “Administrative position” shall mean those positions identified as administrative positions in the College District Policies and Procedures Manual.
 - 14.4.1.5 “Appointing authority” shall mean the Board of Trustees of Community College District No. 4.
 - 14.4.1.6 “College District” shall mean Community College District No. 4.
 - 14.4.1.7 “Administrative appointment” shall mean employment in a specific administrative position as determined by the appointing authority.

14.4.1.8 “Dismissal Review Committee” shall mean a committee composed of tenured/annually contracted FT faculty, a student representative and the administrative staff of the College District; provided, that the majority of the committee shall consist of the faculty peers.

14.4.2 Dismissal Review Committee Established. A Dismissal Review Committee shall be established in accordance with RCW 28B.50.869, as now or hereafter amended.

The Dismissal Review Committee shall consist of one member representing the administrative staff, one student representative and three (3) faculty (tenured or annually contracted). The administrative representative shall be an administrative officer appointed by the Vice President of Academic Affairs. The student representative shall be a full-time student chosen by the ASSVC, or its successor organization.

The members representing the faculty shall be selected by a majority of the faculty and department chairs acting in a body. For purposes of this policy, acting in a body shall mean a general faculty meeting open to all faculty members and convened for the specific purpose of electing such faculty representatives. It shall be the responsibility of the Federation President and the Vice President of Academic Affairs, acting in concert, to convene such general faculty meeting as deemed necessary.

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

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

14.4.4.1 To review the case of the proposed dismissal.

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

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

- 14.4.4.4 To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) working days after the conclusion of the formal hearing.

In the case of a reduction in force for reason set forth in 14.2.1.4 (fiscal emergency), arrive at its recommendations within seven (7) working days.

The written recommendations of the committee will be presented to the hearing officer, President or designee, the affected faculty member, and the Board of Trustees.

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

14.5 Appointing the Hearing Officer and Hearing Procedures.

- 14.5.1 An affected employee who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Administrative Procedure Act, RCW 34.05, and shall have the following procedural rights:
- 14.5.1.1 The right to confront and cross-examine adverse witnesses subject to Title IX and any other applicable regulations or statutes.
- 14.5.1.2 The right to be free from compulsion to divulge information which a person could not be compelled to divulge in a court of law.
- 14.5.1.3 The right to be heard in their own defense and to present witnesses, testimony, and evidence on all issues involved.
- 14.5.1.4 The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 34.05.
- 14.5.1.5 The right to counsel of one's choosing who may appear and act on one's behalf at the hearings.
- 14.5.1.6 The right to have witnesses sworn and testify under oath.

14.5.2 Appointment of Hearing Officer.

14.5.2.1 Upon receipt of a request for a hearing from an affected employee, the President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer who shall be an attorney in good standing with the Bar of the State of Washington and who shall not be, with the exception of Administrative Law Judges, an employee of the State of Washington, or any of its political subdivisions, or be a member of the Board of Trustees of any community college in the State of Washington. Selection of a hearing officer shall be based on the following process:

14.5.2.1.1 The President (or designee) and the faculty member shall attempt to select an impartial hearing officer to hear the evidence, make recommendations to the Board of Trustees, and preside over the hearing held before the Dismissal Review Committee. If the parties are unable to agree upon selection of a hearing officer within ten (10) working days after submission of the request for a hearing, the provision in 14.5.2.1.2 will apply.

14.5.2.1.2 A panel of five (5) potential hearing officers will be considered. The parties shall then meet and strike from the list those unacceptable to the striking party. The right to strike the first name from the panel shall be determined by lot. The parties, in turn, shall strike the names until only one name remains, and that remaining person shall serve as the hearing officer.

14.5.2.1.3 In the case of a reduction in force for reasons set forth in 14.2.1.4, (fiscal emergency) at the time of a faculty member's or members' request for formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.405.310 said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof: provided, that where there is more than one faculty member affected by the Board of Trustees' reduction in force, such faculty members requesting hearing must act collectively in making such request; provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the faculty member or faculty members requesting hearing.

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

- 14.5.3.1 Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which they could not be compelled to divulge in a court of law;
- 14.5.3.2 Issuing subpoenas;
- 14.5.3.3 Taking or causing depositions to be taken pursuant to rules promulgated by the institution;
- 14.5.3.4 Regulating the course of the hearing;
- 14.5.3.5 Holding conferences for the settlement or simplification of the issues by consent of the parties;
- 14.5.3.6 Disposing of procedural requests or similar matters;
- 14.5.3.7 Making all rulings regarding the evidentiary issues presented during the course of the dismissal review committee hearings;
- 14.5.3.8 Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;
- 14.5.3.9 Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and review any evidence offered by same.
- 14.5.3.10 Preparing their proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) working days after the conclusion of the formal hearing or within ten (10) working days in the case of a reduction in force for reasons set forth in Article 14.2.1.4 (fiscal emergency), the written recommendation of the hearing officer will be presented to the President, committee, affected employee, and the Board of Trustees.
- 14.5.3.11 Being responsible for preparing and assembling a record for review by the Board of Trustees, which shall include:

- 14.5.3.11.1 All pleadings, motions and rulings;
- 14.5.3.11.2 All evidence received or considered;
- 14.5.3.11.3 A statement of any matters officially noticed;
- 14.5.3.11.4 All questions and offers of proof, objectives and rulings hereon;
- 14.5.3.11.5 Their proposed findings, conclusions of law, and a recommended decision;
- 14.5.3.11.6 A copy of the recommendations of the dismissal review committee.
- 14.5.3.12 Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance.
- 14.5.3.13 Assuring that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.
- 14.5.3.14 Consolidating individual RIF hearings into a single hearing. In the case of reduction in force for reasons set forth in 14.2.1.4 (fiscal emergency), the hearings shall be consolidated; only one such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.
- 14.5.3.15 Taking any other action authorized by rules consistent with this chapter.
- 14.5.4 Declaration of Fiscal Emergency. In the case of a reduction in force for reasons set forth in 14.2.1.4 (declaration of a fiscal emergency), the formal hearing (pursuant to RCW 34.05 and conducted by the hearing officer appointed by the Board of Trustees):
 - 14.5.4.1 Shall be concluded by the hearing officer within sixty (60) calendar days after written notice of the reduction in force has been issued;
 - 14.5.4.2 The only issue to be determined shall be whether under the applicable policies, rules or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated;

- 14.5.4.3 Any findings, conclusions of law and recommended decisions shall not be subject to further Dismissal Review Committee action.
- 14.5.5 Final Decision by the Board of Trustees. The case shall be reviewed by the Board of Trustees as follows:
 - 14.5.5.1 Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.
 - 14.5.5.2 The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.
 - 14.5.5.3 The Board may hold such other proceedings as it deems advisable.
 - 14.5.5.4 The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within a reasonable time following the conclusion of its review, notify the faculty member in writing of its final decision, and the effective date of dismissal. The Board of Trustees will provide an update on the status of the determination, if more than thirty (30) calendar days have elapsed.
- 14.5.6 Effective Date of Dismissal. The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction in force for reasons set forth in 14.2.1.4, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction in force for reasons set forth in 14.2.1.4, a separation from service after formal hearing shall become effective upon final action by the Board of Trustees.
- 14.5.7 Suspension. Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected employee or others is threatened by their continuance. Any such suspension shall be with pay.

- 14.5.8 Publicity. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the dismissal review committee, the Federation and its representatives or agents, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed. This applies to all dismissal hearings regardless of whether they are held in open or closed session.
- 14.5.9 Appeal from 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) working days after service of the final decision. Nothing in this article shall restrict the right of a faculty member to appeal the decision of the Board of Trustees to Superior Court according to the Administrative Procedures Act. The filing of an appeal shall not stay enforcement of the decision of the Board.

14.6 Dismissal for Sufficient Cause Procedures.

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

- 14.6.1 Notice of Intent to Dismiss. Prior to implementing action for dismissal of a faculty member for sufficient cause, the supervising Dean/Vice President shall schedule a meeting with the faculty member to inform them of the proposed action, including an explanation of the specific grounds for dismissal.

The faculty member shall also be given a written statement of the grounds for dismissal and informed that they have ten (10) working days to respond, in writing, to present reasons why the proposed dismissal should not occur. At the same time, a copy of the notice shall be provided to the Federation to apprise them of the pending dismissal action. The faculty member shall be entitled to representation at the preliminary meeting. If the faculty member wishes to bring legal representation, they will give the Dean/Vice President a minimum of three days advance written notice.

- 14.6.2 Determination to Implement Dismissal Process/ Procedure. Following the expiration of ten (10) working days the President shall make a determination of whether to implement the dismissal process against the faculty member. If the President decides not to implement the dismissal process, they shall notify the faculty member in writing, with a copy to the Federation.

- 14.6.3 Dismissal Implementation Written Notice. If the President decides to implement the dismissal process, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member and provide copies to the Federation and the Dismissal Review Committee (see Article 14.4). The written notice shall include:
- 14.6.3.1 The faculty member's right to a hearing, including the time, place and nature of the hearing (the hearing must be held on not less than ten (10) working day's written notice).
 - 14.6.3.2 A statement of the legal authority and jurisdiction under which the hearing is to be held.
 - 14.6.3.3 Reference to the particular rules of the college that are involved.
 - 14.6.3.4 A statement of the specific grounds for dismissal for sufficient cause.
- 14.6.4 Request for Hearing. The affected faculty member shall have ten (10) working days from the date of the notice of dismissal to make a written request for a hearing.
- 14.6.4.1 If the affected employee does not request such a hearing from the President within seven (7) working days, the President will request a written determination from the employee as to whether the employee wishes to have a hearing.
 - 14.6.4.2 If the affected faculty member fails to respond within the ten (10) working days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of the faculty member not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees. Furthermore, a timely written request for a hearing within the ten-day period is deemed jurisdictional.
- 14.6.5 Dismissal hearings shall be conducted in accordance with the process as detailed in Article 14.5. and Appendix I and Appendix J.

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

- 14.7.1 Union Notification of Intent to Dismiss for RIF. In the event the College President or designee determines that a reduction in force (RIF) may be necessary, they shall give written notice of the potential reduction in force to SVCFT. The notice shall include the reasons upon which the College President or designee has based their conclusion. Within seven (7) working days of this notice, the College President or designee will meet and consult with a three member faculty committee selected by SVCFT. The meeting shall include exchange of information concerning the potential need for the RIF and any alternatives or options which either party suggests as reasonably available.
- 14.7.2 RIF Notice of Intent to Dismiss Preliminary Procedure. When either the Board of Trustees (pursuant to 14.2.1 or the College President or designee pursuant to 14.2.1.1 - 14.2.1.4 determines that a RIF is necessary the College President or designee shall select the position(s) to be reduced. The College President or designee shall meet with the affected employee and discuss the proposed termination/dismissal with the individual employee in personal conference. The matter may be resolved at this step by the use of alternatives such as retraining, reassignment, leave of absence, retirement, resignation, etc.
- 14.7.3 Determination to Implement Dismissal Process/Formal Procedure. Prior to implementing formal action for dismissal of a tenured faculty member due to RIF, the faculty member shall receive written notice from the College President or designee informing them of the proposed action, including an explanation of the evidence supporting the action. The faculty member will also be informed that they have ten (10) working days to respond, in writing, to present reasons why the proposed dismissal should not occur. At the same time, a copy of the notice shall be provided to the Federation to apprise them of the pending dismissal action.
- Following the expiration of ten (10) working days, the President or designee shall make a determination of whether to implement the dismissal process. If the College President or designee decides not to implement the dismissal process, they shall so notify the faculty member in writing, with copies to the Federation.
- 14.7.4 Dismissal Implementation Written Notice. If the President or designee decides to proceed with implementation of the dismissal process, the President or designee shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member and provide copies to a Dismissal Review Committee (see Article 14.4) and the Federation. The written notice shall include:
- 14.7.4.1 The faculty member's right to a hearing, including the time, place and nature of the hearing (the hearing must be held on not less than ten (10) working day's written notice).

- 14.7.4.2 A statement of the legal authority and jurisdiction under which the hearing is to be held.
- 14.7.4.3 Reference to the particular rules of the College that are involved.
- 14.7.4.4 A statement of the specific grounds for dismissal for reduction in force. In the case of reasons set for in Article 14.2.1, this shall include a statement of the grounds for reduction in forces as delineated in Article 14.2.1, and the basis for selection of the affected faculty member. In the case of reduction in force set forth in 14.2.1 this shall clearly indicate that separation is not due to job performance and hence is without prejudice to the faculty member and, in addition, shall indicate the basis for reduction in force as the reason(s) set forth in Article 14.3. The notice must include the effective date of separation of service.

14.7.5 Determination to Implement Dismissal Process The affected faculty member shall have ten (10) working days from the date of the notice of dismissal to make a written request for a hearing. If the affected employee does not request such a hearing from the President or designee within seven (7) working days, the President or designee will request a written determination from the employee as to whether the employee wishes to have a hearing. If the affected faculty member fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of the faculty member not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees. Furthermore, a timely written request for a hearing within the ten-day period is deemed jurisdictional.

Dismissal hearings shall be conducted in accordance with the process as detailed in 14.5.

14.8 Confidentiality of Reports.

All reports prepared and/or provided pursuant to this article by any review committee shall be held in confidence by the committee, the President or designee, and appointing authority except where otherwise required by law.

Article 15 MANAGEMENT RIGHTS

15.1 Management Rights.

Except for the limitations imposed by the specific provisions set forth in this Agreement, all management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively with the Employer. It is expressly recognized that such rights, powers,

authority and functions shall include the full and exclusive control, management and operation of the business and all other affairs of the College District which are not specifically set forth in this Agreement. Furthermore, the Employer reserves the right to establish, amend, or modify policies and procedures which do not alter this Agreement at its discretion.

Article 16 SAVINGS CLAUSE

16.1 Contract Impairment.

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

16.2 Savings Clause.

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

Article 17 SCOPE OF AGREEMENT

17.1 Scope of Agreement.

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

17.2 Entire Agreement.

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

17.3 Zipper Clause.

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

17.4 Legislative Funding.

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

17.5 Special Exclusions.

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

- 17.5.1 Disciplinary action pursuant to Article 4.3 shall be applicable only during the term of the special appointment.
- 17.5.2 Such faculty shall not be eligible for sabbatical leaves pursuant to Article 7.7.
- 17.5.3 The provisions of Article 10 shall not be applicable to such faculty.

Article 18 UNINTERRUPTED EDUCATIONAL ACTIVITIES

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

Article 19 LABOR RELATIONS

19.1 Joint Labor Management Committee.

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

19.2 Employee Relations Procedure.

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

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

If resolution is not achieved, the matter may be forwarded to the President, who will make

the final and binding decision. The decision and reasons therefore will be conveyed to the Federation/ Employer Committee and any directly interested parties.

Article 20 DURATION

This Agreement shall remain in full force and effect upon its execution to and including June 30, 2025. All expenditures for salaries by this agreement are subject to the availability of legislatively appropriated or authorized funds. Article 11 shall be reopened in the event of additional appropriated or authorized funds, or changes to the legislative or state board restrictions related to turnover and/or increment funds, or freezing of promotions. Other articles of the Contract may be reopened upon the mutual agreement of the parties. Negotiations for a subsequent Agreement as a whole should begin no later than three months prior to the expiration of the current Agreement.

SIGNATURE PAGE

SIGNED this 25th day of June, 2025, at Mount Vernon, Washington.

For the Federation

For the Board of Trustees

Name
Federation President
Local 4985

Name
Chair, Board of Trustees

Date

Date

APPENDIX A: TENURED AND TENURE-TRACK AND ASSOCIATE COMPENSATION SCHEDULE

Tenured and Tenure-Track Faculty Compensation

The faculty compensation placement will be maintained on a faculty control list.

2025-2026 Tenured and Tenure-Track Faculty Salary Structure (3.00% COLA)			
	Tenure-Track/Temporary	Tenured	Tenured (+)
Level 1	\$75,003	\$78,129	\$81,254
Level 2	\$81,254	\$84,380	\$87,504
Level 3	\$87,504	\$90,630	\$93,755
Level 4	\$93,755	\$96,880	\$100,004
Level 5	\$100,004	\$103,131	\$106,255

2026-2027 and 2027-2028 Salary Structure will be added to the appendix when I-732 COLA is established in future biennium.

Associate Faculty Compensation

Associate Step	% of Level 1 Tenure-Track / Temporary	2025-26 FCU Rate 3.00% I-732 COLA)
Step A	65.0%	\$1,084
Step A (+)	67.5%	\$1,125
Step B	70.0%	\$1,167
Step B (+)	72.5%	\$1,208
Step C	72.5%	\$1,208

Senior Associate	75.0%	\$1,250
Senior Associate (+)	77.5%	\$1,292

Additional Pay Rates

Summer rate:

Annually contracted full-time faculty who meet the criteria per 11.6.2, will be compensated at Step B of the associate wage scale

Extra duty and Summer Pay for Counseling and Library Faculty and other faculty: As noted in 11.9.1, the salary for extended contracts shall be .0058 of the employee's base annual salary	
Moonlight for Annually contracted faculty: Full-time faculty are paid at Step A associate rate	
Non-Instructional Stipends. The following fixed rates are not subject to cost-of-living adjustments.	
Non-Instructional Meeting Rate	\$33.00 per hour
Non-Instructional Project Rate	\$45.00 per hour
Non-Instructional Professional rate	\$60.00 per hour
Curriculum Development Rate	\$275.00 per credit
Fixed Stipend Rate <i>Nothing herein shall be construed to require the administration to continue said activities.</i>	Fixed Stipend per quarter/production
Newspaper Advisor	\$1725.00
KSVR Station Manager	\$1725.00
Director of choral music activities	\$2760.00
Director of instrumental music activities	\$2070.00
Art Gallery Curator	\$2415.00
Ceramics	\$690.00
Director of Theater	\$2760.00
Musical Theater Director (per production)	\$2070.00
Accompanist (per accompaniment)	\$1725.00
Integrative Learning Stipends	Fixed Stipend Rate
<i>For Definitions of Learning Community Structures see the General Education Guidelines For Definitions of I-BEST Linked LC Stipends see Faculty Handbook</i>	
Linked Learning Communities	\$450.00
Federated Learning Communities	
Core Instructor stipend	\$450.00
Federated Instructor stipend	\$150.00
I-BEST Single Course Collaboration	\$300.00 per instructor
I-BEST Linked LC Collaboration - I-BEST Instructor	\$300.00 per content course
I-BEST Linked LC Collaboration - Content Instructor	\$300.00 per content instructor
Initial Preparation	
Associate faculty – New Fully-Coordinated Initial Preparation	\$450.00
Associate faculty – New Linked Initial Preparation	\$300.00
Associate faculty – New Federated Core Initial Preparation	\$300.00
Tenured faculty* – New Fully-Coordinated Initial Preparation	\$300.00
Tenured faculty* – New Linked Initial Preparation	\$200.00
Tenured faculty* – New Federated Core Initial Preparation	\$200.00
*For Initial Preparation, the Tenured faculty designation also included tenure-track, FT Temporary and Annually Contracted FT Faculty.	

Faculty Coordinator Positions. Nothing herein shall be construed to require the administration to offer these positions. Positions will be offered through the Academic Affairs Office. Based on Academic Affairs Office's assessment additional FCU compensation may be offered.	FCU Compensation FCU compensation will be paid at the appropriate associate step rate and may be taken as equivalent release by annually contracted faculty members.
Equity Coordinator	15 FCU
Integrative Learning Coordinator	15 FCU
First Quarter Experience Coordinator	15 FCU
I-BEST Coordinator	15 FCU
College in the High School Coordinator	15 FCU
CiHS Stipends	
CiHS Initial/Review Course Liaison Stipend	1.0 FCU
CiHS Established Course Liaison Stipend	0.5 FCU
<p>There will be a separate SVC College in the High School section listed for each separate high school, high-school course, and high-school instructor combination for which students are enrolled to receive CiHS credit during a given high-school term (normally semesters).</p> <p>The CiHS Initial/Review Course Liaison Stipend will be paid for new combinations and every second time those combinations are offered thereafter. The CiHS Established Course Liaison Stipend will be paid for previously offered CiHS combinations that are not in a review period.</p> <p>CiHS stipends will be paid at the appropriate step rate and can be taken as equivalent release time by those subject to annual teaching load assignments.</p>	
Upper Division General Education Collaboration Stipends	
Initial new course offering	\$300
Established Course	\$150

APPENDIX B: FACULTY EARLY RETIREMENT PROGRAM

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

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

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

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

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

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

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

- a) Payments will begin no earlier than the fiscal year following retirement and may be spread over the period of years between the effective date of retirement and age 70.
 - b) Upon the death of an employee participating in this option, the employee's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased participant.
 - c) Payments under this option shall not be eligible for retirement contributions and will have no effect on the calculation of retirement benefits.
- (2) Phased Retirement Option. Phased Retirement may be an option for faculty that are

actively participating in the State Board Retirement Plan. The Phased Retirement Program allows qualified State Board Retirement Plan (SBRP) participants to receive a retirement benefit while continuing to work in a reduced capacity. The participant gradually transitions into retirement over a specified period of time.

Eligibility for the phased retirement program is limited to SBRP participant's age 59.5 years of age with 10 years of service in the SBRP who terminate from full-time positions, giving up rights to continuous employment or tenure, and want to return to work within 6 months of their termination.

Participation is voluntary, occurring through mutual agreement between the employer and the employee. "Phased retirees" remain active employees and are eligible for any benefit their percentage of workload may qualify them for, including participating in the SBRP.

When a phased retirement agreement is approved, the College and the employee will enter into an agreement in which the employee makes an intentional, intelligent, and voluntary waiver of any and all tenure rights and the College agrees to employ the employee on a part-time basis for a specified period of time. The payment for part-time employment covered under the agreement will be pro-rata of the annual salary placement. At the end of agreement, the member will be retired from the College

Part-time employment outlined in the written agreement shall not displace other tenured employees, and tenured employees shall be given full-time assignments prior to providing part-time assignments called for by a written agreement. Part-time employment called outlined by the written agreement shall be provided prior to the College contracting with part-time employees, unless program requirements or other educational reasons justify such appointments.

Should part-time employment called for by the written not be available, the College shall not employ the employee for the unneeded services. The College may extend or modify the agreement.

- (3) Accelerated Work Option. The accelerated work option provides for an increase in the assignment of an employee during the last year(s) of employment with the College, in return for the planned and anticipated early retirement and relinquishment of tenure rights by the employee. Where an employee's application for this option is granted, the employee and the College will agree to an assignment over and above a full-time assignment for one or two years, in exchange for the employee's agreement to retire and relinquish their tenure rights at the end of that period.

- a) All work that exceeds a full-time annual assignment shall be stated in the written agreement and shall be bona fide.
- b) The payment for the additional assignment covered under the agreement will be pro-rata of Step 1 of the salary schedule.
- c) Additional assignment under this option will normally not exceed the equivalent of

one-half (1/2) load per academic year.

D. General Provisions: The following general provisions apply to the three options outlined above:

- a) An employee working pursuant to a written agreement made in accordance with one of the three available options shall not be dismissed except for sufficient cause, as provided by the Negotiated Agreement.
- b) The decision by the College to grant or deny an early retirement option shall not be subject to the grievance procedure contained in any negotiated agreement entered into pursuant to RCW 28.52 or any subsequent legislation. Implementation of individual agreements shall be subject to the grievance procedure.
- c) Approval of an employee's application is at the sole discretion of the College and no employee shall have a contractual right, or any other right, to participation in any option.
- d) Each and every written agreement entered into by an employee and the College, shall by its terms incorporate by reference all terms of this program as set out herein.

Appendix C: District Department List

Advanced Manufacturing and Design
Allied Health Education
Art / Humanities *
Automotive Technology
Biology / Nutrition *
Business / Accounting / Economics
Chemistry / Earth Science / Natural Sciences *
College and Career Bridge (includes HSC and Pre-College Math and English, but not CSS) *
Communication Studies / Journalism *
Computer Science
Counseling and Career Services (including non-FQE CSS courses) *
Craft Brewing
Culinary Arts
Data Management and Analytics
Dental Therapy
Diesel Power Technology
Early Childhood Education / Education (does not include Family Life)
EMT
Engineering / Physics
English for Academic Purposes
English Language Acquisition *
English and Literature *
Environmental Conservation
Ethnic and Gender Studies / Anthropology / Sociology / Criminal Justice
Fire Protection Technology
Human Services
INVEST
Library Services *
Marine Maintenance Technology
Mathematics (College-Level, WMATH, Pre-College [97, 99]) *
Multimedia and Interactive Technology
Music / Drama
Nursing *
Physical Education *
Political Science / Philosophy / History / Geography / International Studies / Social Science (Global Issues) *
Psychology
Welding Technology
World Languages

Bachelor's Degree Departments

Bachelor of Applied Science in Early Childhood Education
Bachelor of Applied Science in Environmental Conservation
Bachelor of Applied Science in Advanced Manufacturing and Design
Bachelor of Applied Science in Management
Bachelor of Science in Computer Science

* Indicates departments with both a District-Wide Chair and a Campus Liaison

Appendix D: District-Wide Supervising Administrators

- Executive Dean for Instruction–Arts & Sciences: district arts and sciences faculty including computer science faculty
- Executive Dean for Instruction–Workforce Education: district professional-technical faculty
- Dean of Basic Education for Adults & English for Academic Purposes: district basic education for adults and English for academic purposes faculty
- Dean of Health Sciences: district nursing and allied health education faculty, and dental therapy faculty
- Dean of Instruction – Library, Learning Resources, and eLearning: Libraries, eLearning & Learning Resources – district library faculty
- Dean of Student Success: district advising and counselors

	FTEP Definition	FCU Range
Base	0.0-5.0	5-7
Medium	5.01 - 9.0	8-10

115

Appendix F: Reduction in Force Units

Accounting	English Language Acquisition
Advanced Manufacturing and Design	English and Literature
Allied Health Education	Environmental Conservation
Art	Ethnic Studies
Automotive Technology	Fire Protection Technology
BAS-Early Childhood Education	History
BAS- Environmental Conservation	Human Services
BAS – Advanced Manufacturing & Design	Interdisciplinary Science
BAS- Management	Library Services
BS – Computer Science	Marine Maintenance Technology
Biology	Mathematics
Business	Multimedia and Interactive Technology
Chemistry	Music
College and Career Bridge	Nursing
Communication Studies	Nutrition
Computer Science	Philosophy
Counseling	Physical Education
Culinary Arts	Physics
Data Management and Analytics	Political Science
Diesel Power Technology	Psychology
Early Childhood Education	Sociology
Economics	Spanish
Engineering	Welding Technology
English for Academic Purposes	

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

Appendix G: Program/Course

Program	CIP	High-Demand CIP List	BAS	RIF Unit	Course Prefix
Automotive Technology	47.0604	Yes		Automotive Technology	AT
BAS-Advanced Manufacturing and Design	15.0612	Yes	Yes	BAS-Advanced Manufacturing and Design	ENGR, MANF, MGMT, PHYS
BAS-Early Childhood Education	13.12.10		Yes	BAS-Early Childhood Education	ECED, EDUC
BAS-Environmental Conservation	3.0101		Yes	BAS-Environmental Conservation	ENVC, QSCI
BAS-Management	52.0201		Yes	BAS-Management	BASM, BUS
BASM-Healthcare Management	51.0701		Yes	BAS-Management	BASM, BUS, HCM
BS-Computer Science	11.0701	Yes	Yes	BS-Computer Science	CS
Computer Science	11.0701	Yes		Computer Science	CS
Data Management and Analytics	30.7101 (11.0401)	Yes		Data Management and Analytics	DATA
Diesel Power Technology	47.0605	Yes		Diesel Power Technology	DSL
Engineering	15.0000 / 15.0303 / 15.0805	Yes		Engineering	ENGR
Fire Protection Technology	43.0202 / 43.0203 / 51.081	Yes		Fire Protection Technology	FIRE
Advanced Manufacturing and Design	15.0613 / 15.0403	Yes		Advanced Manufacturing and Design	MANF, TECD, CMPST

COLLECTIVE BARGAINING AGREEMENT 2025-2028

Marine Maintenance Technology	47.0616	Yes		Marine Maintenance Technology	MT
Multimedia and Interactive Technology	11.0801	Yes		Multimedia and Interactive Technology	MIT
Welding Technology	48.0508	Yes		Welding Technology	WT

Appendix H: High Wage Calculations**High Wage Faculty Positions**

Program	Average Industry Wage	Positive Industry Wage Differential
Computer Science	\$123,207	70%
BAS- Management	\$118,280	63%
BASAM-Healthcare Management	\$114,168	57%
BAS-Product Development (Pending)	\$102,567	41%
Engineering	\$100,095	38%
Fire Protection Technology	\$97,965	35%
Multimedia and Interactive Technology	\$97,818	35%
Data Management and Analytics	\$95,002	31%
Advanced Manufacturing and Design	\$83,985	16%
BAS-Environmental Conservation	\$77,290	7%

High Demand Faculty Positions

Diesel Power Technology	\$59,817	n/a
Automotive Technology	\$54,478	n/a
Welding Technology	\$52,612	n/a
Marine Maintenance Technology	\$46,158	n/a

Appendix I: Dismissal for Sufficient Cause Timeline

Dismissal for Sufficient Cause Timeline	
ACTION	TIMELINE
Notice of Intent to Dismiss <u>Schedule a meeting</u> with the faculty member to inform them of the proposed action <u>Provide a written statement</u> of the grounds for dismissal to faculty and a copy to Federation	Prior to implementing action for dismissal
Response from Faculty Faculty is provided time to <u>respond to written grounds for dismissal</u>	<u>10 working days</u> from written notice of intent to dismiss
Notification of Legal Representation Faculty will provide written notice if they will bring legal representation	<u>3 days</u> advance written notice of any meeting where legal representation will be attending
Determination to Implement Dismissal Process President or designee determination to implement or not implement dismissal process. Dismissal Implementation Written Notice Serve written notice of cause to employee with copy to Federation	<u>10 days following written statement</u> of grounds for dismissal
Schedule Hearing Date Provide information on date of hearing (must be held within <u>ten working days</u> of written notice).	Written notice will identify time, place and nature of hearing and hearing will be held <u>on not less than 10 working days written notice.</u>
Faculty Request for Hearing Faculty may provide a written request for a hearing.	<u>10 working days</u> from written notice
Confirmation on Hearing Intent If employee does not request a hearing within <u>seven (7) working days</u> , the President or designee will request a written determination from the employee as to whether the employee wishes to have a hearing	<u>7 working days</u> from written notice
Hearing Request - No response If the affected faculty member fails to respond within the <u>ten (10) working days</u> provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing	<u>10 working days</u> to respond to request for hearing
Notify Dismissal Review Committee and Board of Trustees The decision of the faculty member not to	After 10 working day response period to request hearing.

request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees	
Initiate Hearing	
Request Appointment of Hearing Officer The President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer	<u>Upon receipt of request</u> for a hearing by employee
Selection of Hearing Officer If the parties are unable to agree upon selection of a hearing officer <u>within ten (10) working days after submission of the request for a hearing</u> , the provision in 14.5.2.1.2 will apply.	<u>Within ten working days</u> after request for hearing.
Dismissal Review Committee Convened	
Dismissal Review Committee Recommendations	<u>As soon as reasonably practicable</u> , but in no event longer than <u>thirty (30) working days</u> after the conclusion of the formal hearing.
No recommendation from dismissal Review Committee The appointing authority may proceed with the dismissal or continue the appointment of the faculty member based <u>upon this type of recommendation from the committee</u>	Upon recommendation from Committee
Prepare proposed findings As soon as reasonably practicable, but in <u>no event longer than thirty (30) working days</u> after the conclusion of the formal hearing	As soon as reasonably practicable, but in no event longer than <u>thirty (30) working days</u>
Hearing All pleadings, motions and rulings; All evidence received or considered; A statement of any matters officially noticed; All questions and offers of proof, objectives and rulings hereon; Proposed findings, conclusions of law, and a recommended decision; A copy of the recommendations of the dismissal review committee.	
Final Decision by the Board The Board of Trustees shall within a reasonable time following the conclusion of its review, notify the faculty member in writing of its final decision, and the	<u>Within a reasonable time</u> following the conclusion of its review

effective date of dismissal	
Effective Date of Dismissal The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract	
Appeal: Any party shall have the right to appeal the final decision of the Board of Trustees within <u>thirty (30) working days</u> after service of the final decision	Within <u>thirty (30) working days</u>

Appendix J: Dismissal Reduction In Force Timeline

Dismissal of Tenured Faculty as a Result of Reduction in Force	
ACTION	TIMELINE
Union Notification of Intent to Dismiss for RIF Provide <u>written notice</u> of the potential reduction in force to SVCFT. Within seven (7) working days of this notice, the College President or designee will meet and consult with a three member faculty committee selected by SVCFT.	Within <u>7 working days</u> of written notice to SVCFT, meet with faculty committee.
RIF Notice of Intent to Dismiss Preliminary Procedure College President or designee shall <u>select the position(s) to be reduced</u> The matter may be resolved at this step by the use of alternatives such as retraining, reassignment, leave of absence, retirement, resignation. The College President or designee shall <u>meet with the affected employee</u> and discuss the proposed termination/dismissal with the individual employee in personal conference.	Upon determination that RIF is necessary
Determination to Implement Dismissal Process Faculty member shall receive written notice from the College President or designee informing them of the proposed action, including an explanation of the evidence supporting the action, with copy to Federation	<u>Prior to implementing formal action</u> for dismissal of a tenured faculty member due to RIF <u>Faculty has 10 working days, from written notice, to respond in writing</u>
President or designee makes determination to implement or not implement dismissal process If decision is made to not implement the dismissal process, faculty will be notified in writing, with copies to the Federation	<u>Following 10-day response period</u> , the President shall make determination
Dismissal Implementation Written Notice Provide written notice specifying grounds for dismissal. Provide copy to Dismissal Review Committee and Federation. Schedule Hearing Date Provide information on date of hearing (must be held within <u>ten working days</u> of written notice).	Following determination from President Written notice will identify time, place and nature of hearing and hearing will be held <u>on not less than 10 working days written notice</u>
Faculty Request for Hearing	<u>10 working days</u> from dismissal

Faculty may provide a written request for a hearing. At the time of a faculty member's or members' request for formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer. Faculty members requesting a hearing must act collectively in making such request	implementation written notice
Confirmation on Hearing Intent If employee does not request a hearing within <u>seven (7) working days</u> , the President or designee will request a written determination from the employee as to whether the employee wishes to have a hearing	<u>7 working days</u> from written notice
Hearing Request - No response If the affected faculty member fails to respond within the <u>ten (10) working days</u> provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing	<u>10 working days</u> to respond to request for hearing
Initiate Hearing	
Request Appointment of Hearing Officer The President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer	<u>Upon receipt of request</u> for a hearing by employee
Selection of Hearing Officer If the parties are unable to agree upon selection of a hearing officer <u>within ten (10) working days after submission of the request for a hearing</u> , the provision in 14.5.2.1.2 will apply.	<u>Within ten working days</u> after request for hearing.
Dismissal Review Committee Convened	
Dismissal Review Committee Recommendations	<u>As soon as reasonably practicable</u> , but in no event longer than <u>thirty (30) working days</u> after the conclusion of the formal hearing.
For RIF Dismissal Review Committee Recommendations: In the case of a reduction in force for reason set forth in 14.2.1.4 (fiscal emergency), arrive at its recommendations within <u>seven (7) working days</u>	<u>Within seven (7) working days</u>
No recommendation from dismissal Review Committee The appointing authority may proceed with the dismissal or continue the appointment of the faculty member based <u>upon this type of recommendation from the committee</u>	Upon recommendation from Committee

<p>Prepare proposed findings As soon as reasonably practicable, but in no event longer than <u>thirty (30) working days</u> after the conclusion of the formal hearing</p>	<p>As soon as reasonably practicable, but in no event longer than <u>thirty (30) working days</u></p>
<p>For RIF: Prepare proposed findings <u>Within ten (10) working days</u> in the case of a reduction in force for reasons set forth in Article 14.2.1.4 (fiscal emergency),</p>	<p>Within <u>ten (10) working days</u></p>
<p>RIF Formal Hearing Shall be concluded by the hearing officer <u>within sixty (60) days</u> after written notice of the reduction in force has been issued The only issue to be determined shall be whether under the applicable policies, rules or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated; Any findings, conclusions of law and recommended decisions shall not be subject to further Dismissal Review Committee action.</p>	<p>Within <u>sixty (60) days</u></p>
<p>Final Decision by the Board The Board of Trustees shall within a reasonable time following the conclusion of its review, notify the faculty member in writing of its final decision, and the effective date of dismissal</p>	<p>Within <u>a reasonable time</u> following the conclusion of its review</p>
<p>Effective Date of Dismissal The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract</p>	
<p>RIF: Effective Date of Dismissal In the case of a reduction in force for reasons set forth in 14.2.1.4, <u>failure to request a hearing shall cause separation from service on the effective date stated in the notice</u>, regardless of the duration of any individual employment contract. In the case of a reduction in force for reasons set forth in 14.2.1.4, <u>a separation from service after formal hearing shall become effective upon final action by the Board of Trustees.</u></p>	

Appeal: Any party shall have the right to appeal the final decision of the Board of Trustees within <u>thirty (30) working days</u> after service of the final decision	Within <u>thirty (30) working days</u>
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Appendix K: Faculty Evaluation – Consolidated Portfolio

The Faculty Evaluation Consolidated Portfolio can be found on the faculty evaluation Canvas site at <https://skagit.instructure.com/courses/27132>.

SVC Faculty Essential Competencies can be found on the on the Faculty Evaluation Portfolio site: https://skagit.instructure.com/courses/27132/pages/1-dot-0-overview-of-svc-faculty-essential-competencies?module_item_id=1048236.

Appendix L: Course Caps

An annual analysis of caps will be completed by JLMC and data will be used to make informed decisions about changes.