

PREAMBLE

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This is a contract made and entered this first day of July, 2019, between the Board of Trustees of Washington Community College District 17 (hereafter referred to as Community Colleges of Spokane or CCS) and the CCS Association for Higher Education (hereafter referred to as ~~the~~ AHE), an affiliate of the Washington Education Association and the National Education Association. The term CCS used hereafter shall mean the Board of Trustees or its lawfully delegated representatives.

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

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ARTICLE 1 - RECOGNITION

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Section 1 - Negotiation Recognition

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

Section 2 - Academic Employee Definition

- A. AEe means any teacher, counselor, or librarian who is employed by CCS. Excluded are classified employees, student employees, the chief administrative officers, and any administrator, and other exempt employees in CCS who are excluded by law pursuant to RCW 28B.52 or any subsequent legislation.
- B. Administrator shall mean any individual designated by CCS to perform administrative duties 50 percent or more of the time. Appropriate administrator (AAd) as used herein shall exclude AEes and classified employees.
- C. Exempt shall mean any individual designated by CCS to perform exempt, (non-administrative or AEe) duties 50 percent or more of the time. Exempt staff shall not supervise AEes.

Section 3 - Types of Academic Employees

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

- A. Annually contracted ~~academic employees~~ AEes shall mean those individuals who fill annually contracted positions and are issued annual contracts. The terms of this contract shall be fully applicable to such ~~employees~~ AEes.
- B. Adjunct and part-time hourly AEes shall mean all individuals not covered by Section 3, paragraph A above, including annually contracted AEes during such time that they are performing duties beyond those required to maintain full time status. The terms of Article 24 shall be fully applicable to such ~~employees~~ AEes.

Section 4 - Academic Employee Participation

It is recognized by the parties that a system which provides for the consideration of the professional judgment and expertise of AEes is desirable for the successful operation of CCS. Opportunities for AEes to participate in the academic affairs of CCS will be encouraged.

ARTICLE 2 - MANAGEMENT RIGHTS

The management of CCS and the direction of the work force is vested exclusively with CCS subject to the terms of this contract.

In order to implement the provisions of this contract, CCS may adopt policies and procedures as appropriate, provided they do not reduce wages, hours, or terms and conditions of employment defined herein.

All matters not specifically and expressly covered by the language of this contract may be administered for its duration by CCS in accordance with such policies and procedures as it may from time to time determine; provided, however, district wide services and privileges generally prevailing for **academic employees AEes** and not covered by this contract shall not be reduced without prior consultation with the AHE. If the AHE so requests, the matter shall be referred to the Joint Executive Committee for review

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1 ARTICLE 3 - WORKING CONDITIONS
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3 **Section 1 - Academic Freedom**

4 The District subscribes to the academic freedom portion of the 1940 “Statement of Principles on
5 Academic Freedom and Tenure” issued by the American Association of University Professors and the
6 Association of Colleges for Teacher Education, the Association for Higher Education, the National
7 Education Association and other professional groups.

8
9 The academic freedom portion states:

- 10 • ~~A.~~ Teachers (academic employees - AEes) are entitled to full freedom in research and in the
11 publication of the results, subject to the adequate performance of academic duties, but research for
12 pecuniary return should be based upon an understanding with the authorities of the institution.
13
14 • ~~B.~~ Teachers (AEes) are entitled to freedom in the classroom (as the term is defined in this contract’s
15 glossary) in discussing their subject, but they should be careful not to introduce into their teaching
16 controversial matter which has no relation to their subject. Limitations of academic freedom
17 because of religious or other aims of the institution should be clearly stated in writing at the time of
18 the appointment.
19
20 • ~~C.~~ College and university teachers (AEes) are citizens, members of a learned profession, and officers
21 of an educational institution. When they speak or write as citizens, they should be free from
22 institutional censorship or discipline, but their special position in the community imposes special
23 obligations. As scholars and educational officers, they should remember that the public may judge
24 their profession and their institution by their utterances. Hence, they should at all times be
25 accurate, should exercise appropriate restraint, should show respect for the opinions of others, and
26 should make every effort to indicate that they are not speaking for the institution.

27
28 **A. Political Causes/Issues:** The right to academic freedom herein established shall include the right to
29 support or oppose political causes and issues, except when acting as a representative of CCS, partici-
30 pating in a CCS sanctioned event, or serving within ~~her or his~~ **their** official capacity as an employee of
31 CCS.

32
33 **B. Textbooks and/or other instructional material:** Within the scope of academic freedom, AEes have
34 exclusive rights in choosing textbooks and/or other instructional material for use in their classes. They
35 should exercise due regard for students’ costs, departmental practices, and administrative procedures.
36 Departments/programs may need to oversee textbook selections for classes without assigned AEes.

37
38 **C. Library Selections:** Libraries seek to provide books and other materials presenting all points of view
39 concerning the problems and issues of our times; no library materials shall be proscribed or removed
40 from, nor required to be present in, libraries for partisan or doctrinal reasons.

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

7
8 **E. Alteration of Grades:** Grades given a student by an AEe shall be final and not subject to alteration
9 unless fraud, bad faith, incompetency, or mistake can be shown on the part of said employee. No
10 student's final grade or evaluation shall be changed without consultation with and the permission of the
11 student's AEe except with specified administrative procedures.

12
13 **F. Internet usage:** Academic freedom guarantees equitable access to the marketplace of ideas via any
14 medium. No special limitations, beyond accepted standards of professional responsibility and CCS's
15 Acceptable Use Policies, shall be placed upon the academic use of email or the Internet.

16
17 **G. Personal life:** The personal life of an AEe is not an appropriate element of evaluation or disciplinary
18 action unless it prevents the AEe from performing ~~her or his~~ their duties. However, communicating with
19 students, particularly those currently enrolled in the AEe's classes, via social media and electronic means
20 may render any and all such communications public for purposes of student complaints or other
21 administrative actions.

22
23 **H. Censorship:** Employees shall not be censored or restrained in the performance of their teaching
24 functions solely on the ground that the material discussed and/or opinions expressed are distasteful or
25 embarrassing to the school administration or to the school's public relations.

26
27 **I. Monitoring and Observation of AEe:** All monitoring or observation of the work performance of an
28 AEe shall be conducted openly and with full knowledge of the AEe . No one including students (per
29 WAC 132Q-30-236, as summarized) shall use eavesdropping, public address, or any temporary or
30 permanent surveillance devices to record, videotape, or otherwise capture instruction, delivered in a
31 classroom, or online, without permission of the AEe.

32
33 Furthermore, CCS will discourage the unauthorized reproduction, rebroadcasting or remixing of any
34 instructional materials AEes employ in their classes.

35
36 **J. Academic Employee Evaluation:** CCS and AHE recognize that the ability of students to progress and
37 mature academically is a combined result of school, home, economic and social environment and that
38 the AEe alone cannot be held accountable for aspects of the academic achievement of the student in
39 the classroom.

40
41 CCS will support an AEe in ~~her or his~~ their exercise of academic freedom. The AEe's method of
42 presentation shall be determined by the AEe. While utilizing the established materials and programs,

1 ~~she or he~~ they may supplement so as to enrich the educational opportunities for the student, taking
2 into consideration respect for the dignity and uniqueness of other people.

3 4 **Section 2 - ~~Non-discrimination~~ Non-discrimination**

5 AEs shall be entitled to full rights of citizenship. There shall be no discrimination with respect to the
6 employment of any person because of such person's age, gender, marital status, race, creed, color,
7 national origin, domicile, sexual orientation, political activity or lack thereof, or the presence of any
8 sensory, mental, or physical handicap.

9 10 **Section 3 - Right to Safe Working Conditions**

11 AEs shall not be required to work under unsafe or hazardous conditions or to perform tasks which
12 endanger their health, safety, or well-being or the health, safety, or well-being of students. AEs shall
13 report unsafe working conditions, including threats, remarks and intent to harm, to **the Campus Safety**
14 **Office** ~~their unit safety officer~~, appropriate administrator (AAd) or 911, as appropriate, and shall abide
15 by all **current** safety rules and regulations ~~which from time to time may be promulgated by CCS~~. When
16 student behavior concerns or perceived threats are reported to **CCS through** the respective campus's
17 **reporting system** ~~Behavioral Intervention Team~~, the employee filing the concern will **receive timely**
18 **updates** ~~be updated of~~ **about the institution's response in regard to process**, progress and/or
19 resolution as appropriate (see also Section 7.0-7.3 of Administrative Procedure 2.30.05-B). CCS will give
20 AEs immediate notice of any known or imminent danger to body or property, whether from physical or
21 human origin, **and will follow up with relevant information and direction as it becomes available and**
22 **as is appropriate**. Emergency procedures relating to safety and health issues will be periodically
23 updated and communicated to the AEs.

24
25 AHE and CCS have a mutual interest in supporting corrective and proactive measures undertaken to
26 eliminate specific unsafe workplace issues such as sick building syndrome (SBC), workplace bullying or
27 conduct/behavior potentially creating a hostile work environment. Periodic discussion, including review
28 of actions being taken to eliminate these issues and expectations for support, will be a regular agenda
29 item of Joint Executive meetings.

30
31 **When CCS or AHE discover in-person/online/published/posted safety threats or illegal actions**
32 **directed at AHE members, CCS and AHE shall notify Campus Security and College Administration.**
33 **College Administration, in conjunction with Campus Safety alone or together with law enforcement**
34 **officials, will evaluate those threats and will take actions as allowed by Student Conduct Code, CCS**
35 **Policies or the laws of the local/state/federal government.**

36 37 **Section 4 - Individual Personnel Files**

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

41

- 1 A. The Human Resources Office shall maintain an official personnel file(s) for each AEe.
2 1. **Access:** The files shall be accessible during normal business hours to the AEe, ~~her or his~~ **their**
3 authorized representative, AAd, College President, appropriate Vice President, and chief
4 administration officer, or designee. Other individuals shall not have access without specific
5 authorization from the chief administration officer, or designee or the AAd. Individuals
6 responsible for maintaining the files shall have limited access as required for this function.
7 2. **Notice:** No material shall be placed into the file without indication that the AEe has been made
8 aware of it being placed into the file.
9
10 3. **Items:** The Human Resources Office file(s) may contain the following types of information:
11
12 a. Job application materials submitted by the AEe
13
14 b. Transcripts and documentation of academic coursework, licensure, certification, etc.
15
16 c. Records of all professional development activities submitted for salary schedule credit
17 subsequent to hiring
18
19 d. Records and documents required to support the personnel/payroll system
20
21 e. Records and findings developed pursuant to the steps outlined in Article 9 (Tenure), 10
22 (Evaluation), 11 (Remediation), 12 (Progressive Discipline), and 13 (Reduction-in-Force) of
23 the master contract
24
25 f. Documentation of employment history at CCS (contract, assignment, FTE, salary extended
26 days, sabbatical, leave of absence, tenure award, leave records, etc.)
27
28 g. Correspondence with or on behalf of the AEe
29
30 h. Information submitted by the AEe for inclusion in the file
31
32 i. Information forwarded by the AAd pursuant to the provisions of this Section, Paragraph B, 3
33 f, iii.
34
35 4. Filed information developed in investigation of complaints/pattern of complaints or records of
36 attempts to counsel the AEe and establish a program of activities to correct shortcomings per
37 Article 11 and 12 can be removed from the employee's HR file after three (3) years by mutual
38 agreement of the AEe and the AAd.
39
40 B. The division file is maintained by the AAd within the division to which the AEe is assigned.
41

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

5
6 **2. Notice:** No material shall be placed into the file without indication that the AEe has been made
7 aware of it being placed into the file.

8
9 **3. Items:** The division file may contain the following types of information:

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

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

13 **c.** Records of commendations, promotions, and honors

14 **d.** Information submitted by the AEe for inclusion in the file

15 **e.** Such other correspondence or records as may be required to support day-to-day
16 administrative matters regarding the AEe, which may include:

17
18 Documentation of student complaint(s) that were forwarded per Section 24 of this article,
19 or complaints for which the AEe was notified directly and given opportunity to respond.
20 Formal complaints processed per Section 24 shall be retained for two academic years
21 beyond the year in which it was filed and shall thereafter be purged. A formal complaint
22 determined appropriate for further consideration and advanced per Section 24 becomes
23 part of division file. A formal complaint that is not determined appropriate will not be
24 retained in the division file but will be retained in a Vice President of Student Services record
25 retention file for risk management purposes.

26
27 **f.** Written and signed documents (dated upon receipt or genesis by the AAd) not otherwise
28 described above and concerning an AEe's performance, including those materials generated
29 by the AEe evaluation process (Article 10); supporting information developed in
30 investigation of complaints/pattern of complaints or records of attempts to counsel the AEe
31 and establish a program of activities to correct shortcomings per Article 11 and 12; provided
32 that:

33 **i.** Inclusion of the ~~above-mentioned~~ **above-mentioned** items also includes the evidence
34 that the AEe was shown a copy of the material(s), was informed that the material(s) had
35 been placed in the file, and was notified of the right to provide an explanatory
36 statement which would remain appended to the document(s) in the file;
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2 ii. Evidence of meeting the conditions of this subsection is accomplished by the AEE's
3 signature and date on the document (An AEE's refusal to sign shall be documented on
4 the material(s) with a copy provided to the AEE; such refusal shall not delay the
5 placement of material in the division file.); and
6
7 iii. Material covered under this subsection is placed in the file within ninety (90) calendar
8 days of its receipt or genesis by the AAd.
9
10 iv. Complaints not moved into formal remediation shall be purged from any and all records
11 after four full academic quarters, excluding summer.
12

13 At the discretion of the administrative unit head and with notification to the AEE, copies of all or
14 any portion of the administrative unit file materials may be forwarded to the Human Resources
15 Office file, provided the conditions of this Section, Paragraph B, 3, f, iii have been met for
16 written complaints/concerns about the AEE's performance.
17

- 18 4. These procedural guidelines covering official personnel files maintained by the Human
19 Resources Office and the AEE's division shall not be construed to signify that other
20 administrative offices cannot maintain the documentation necessary to carry out their specific
21 functions.
22

23 **Section 5 – Keys and/or Prox Cards**

24 CCS agrees to provide to each AEE the required key(s) and/or prox cards necessary to perform the
25 individual's job. Should an individual misplace or lose a key, ~~she or he~~ they must report this fact to the
26 College President's office or to the AAd.
27

28 **Section 6 - CCS Property**

29 Upon separation from employment with Community Colleges of Spokane, AEEs shall return any and all
30 CCS property.
31

32 **Section 7 - Academic Employee Lounge**

33 AEEs shall have access to a lounge at each college reasonably close to their work site. At this time, some
34 buildings do not have lounges. CCS, in future building or expansion programs, shall provide lounge and
35 restroom facilities in accordance with applicable statutory requirements.
36

37 **Section 8 - Academic Employee Professional Development**

38 It is generally agreed that the AEEs' central responsibility with the Community College of Spokane is for
39 the quality of educational programs. **The parties have a mutual interest in AEE professional**

1 **development, and** CCS agrees to promote and support this central responsibility through professional
2 development programs. ~~and shall work towards providing dedicated funds for AEE development.~~

3
4 **A. Required in-service:** Required in-service courses shall be provided at no cost to the AEEs. Such
5 in-service training shall not be required on holidays, weekends, or starting before 7:30 a.m. or
6 after 4:30 p.m.

7
8 **B. Campus-wide funding:** CCS administration shall allocate funds during each two-year funding
9 cycle to be distributed equally to each annually contracted AEE for professional development
10 activities.

11
12 1. Tenured AEEs may request to pool their individual allocations to facilitate larger
13 requests.

14
15 2. For pooled requests, tenured AEEs may grant permission for their individual
16 allocations to be used by tenure-track, annualized, or adjunct AEEs in their
17 department. However, tenured AEEs may not access the individual allocations of any
18 tenure-track or annualized AEE.

19
20 3. Campus-wide funding requests (including requests to pool funds) must be approved
21 by the respective AAd as well as the appropriate VP.

22
23 4. ~~Such professional development funds as SCC and SFCC makes available will be~~
24 ~~allocated through~~ Requests for campus-wide professional development funding shall
25 be submitted using an application form and following a process that is collaboratively
26 developed with AEE input. Changes to existing forms or submission processes for
27 professional development shall also be made collaboratively with AEE input.

28
29 5. Information regarding funding levels and an accounting of the previous year's
30 awarded allocations will be available upon request to the appropriate VP's Office
31 ~~CCS Business Office.~~

32
33 **C. Division or departmental funding:** Certain programs, departments, or divisions may have
34 access to additional funding sources. When this is the case, the AAd will seek input from AEEs in
35 that program, department, or division to develop a collaborative process for allocating such funds
36 towards professional development.

37 38 **Section 9 - Rights of Academic Employees in the AHE**

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

42

1 B. CCS shall not directly or indirectly discourage or deprive or discriminate against any AEe with
2 respect to hours, wages, or any other terms or conditions of employment by reason of
3 membership or non-membership in the AHE or participation in any grievances, complaints, or
4 proceedings under this contract.
5

6 **Section 10 - Right to Due Process**

7 No AEe shall be reprimanded, disciplined, or reduced in compensation without just cause. In the event
8 that informal meetings fail to resolve the problem, any charges which are made shall be reduced to
9 writing and made available to the AEe. An AEe shall have the right to have AHE representation of ~~her/~~
10 ~~his~~ **their** choice present at any meeting wherein the employee believes ~~she or he~~ **they** may be
11 reprimanded, disciplined, suffer adverse action or otherwise denied rights available under this contract.
12 This section shall not be applicable with respect to matters handled in accordance with Articles 9
13 (Tenure) and 13 (Reduction in Force).
14

15 In situations where the AEe is being given work direction or training, or during evaluation meetings
16 representation rights do not generally apply.
17

18 **Section 11 - Handbook**

19 Each **college unit** may develop and provide all AEes an academic employee handbook in the initial
20 quarter of employment. ~~As revisions are made, copies will be made available. Copies of the~~ **The** AEe
21 handbook, **including revisions**, will be available **electronically**. ~~to adjunct AEes in each division office~~
22 ~~and issued upon request.~~
23

24 **Section 12 - Individual Contracts**

25 A. CCS shall provide each annually contracted AEe an individual contract in conformity with
26 Washington state law; State Board for Community and Technical Colleges regulations; CCS policies,
27 rules, and regulations; and this contract. An original and a copy to be retained by the AEe shall be
28 provided no later than May 15 preceding the applicable academic year. **When annualized AEes are**
29 **non-renewed for the following academic year, CCS will notify AHE when notices are given to the**
30 **AEe. CCS will also copy AHE onto any written notices given to an AEe about non-renewal.** Each
31 AEe who intends to return to employment shall so notify CCS by signing the individual contract and
32 returning it no later than ~~fourteen (14)~~ **twenty-one (21) calendar** days after its issuance. The AEe
33 shall sign all copies of the contract and return them to the Human Resources Office with the
34 exception of the employee's copy. Failure to sign and return the contract shall indicate that the AEe
35 does not intend to return to the tenured or probationary appointment and no longer desires to be
36 employed by CCS.
37

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

1
2 C. Annually contracted AEs will be paid pursuant to applicable OFM regulations.
3

4 D. Annually contracted AEs **working a standard contract (September-June) may select one of the pay**
5 **period options listed below:** ~~will be paid on a semi-monthly basis during the academic year (19~~
6 ~~semimonthly installments, September to June). If the employee wishes to have salary distributed~~
7 ~~over 12 months, an arrangement with the employee's financial institution may be available. Consult~~
8 ~~with the Payroll Office for more information.~~
9

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

13
14 2.) **Option 2: Total full-time faculty contract salary paid in 24 equal payments from 9/25 to 9/10**
15 **(of the following year).**
16

17 E. **To select an option, AEs must complete and sign the Faculty Salary Payment Option form and**
18 **deliver it to the Human Resources Office between June 1 and August 15 for implementation in the**
19 **following academic year (to begin 9/25).**
20

21 1.) **If an AEE does not select a payment option, they will default to Option 1 (19 equal payments**
22 **from 9/25 to 6/25).**

23
24 2.) **Once a payment option is selected, it shall remain in effect for the duration of that academic**
25 **year.**

26
27 3.) **Once an AEE has selected a payment option, their selection will remain in effect unless the**
28 **AEE submits a request to change their payment option.**

29
30 4.) **An AEE who wishes to change their payment option may do so using the Faculty Salary**
31 **Payment Option form between June 1 and August 15 for implementation in the following**
32 **academic year (to begin 9/25)**
33

34 35 **Section 13 - Professional Licensure and Certification** 36

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

1
2 1.) Documentation (Appendix J) of a professional development plan which identifies
3 priorities for professional growth.
4

5 2.) First Aid and CPR. Where required by WAC 131-16-093, a current first-aid certificate,
6 including CPR and bloodborne pathogens, must be earned prior to the second quarter of
7 employment in professional-technical programs.
8

9 **B. Professional Licensure:** Certain AEs are required by law or by external program accreditation
10 to have current professional licensure or certification. ~~Required licensure or certification~~
11 ~~includes Professional/Technical Certification per WAC 131-16 if required by the position and~~
12 ~~appropriate professional licensure or certification as required by law or accreditation for specific~~
13 ~~specialties.~~ AEs in programs requiring special licensure must meet and maintain all minimum
14 requirements of the appropriate licensing or accrediting body per WAC 131-16 (See also Article
15 19 Section 1F). CCS will, at the time of hire, inform new AEs in programs requiring special
16 licensure of the requirement to maintain and the process for documenting that licensure.
17

18 1.) The Human Resources Office will provide a status report to AEs on or before
19 February 1 of each year of their required licenses or certificates with expiration dates.
20

21 2.) Where AEs are required by law or external program accreditation to hold current
22 professional licensure to teach all classes with their program, ~~AEs in programs that~~
23 ~~require current professional licensure or certification~~ who do not have current licenses
24 or certificates will be placed on temporary unpaid leave until they provide
25 documentation that the required licenses or certificates are current.
26

27 **C. Training Costs:** Payment of costs associated with obtaining or maintaining a professional license
28 or certification shall be administered consistent with the state Office of Financial Management
29 criteria, ~~as follows (See also Article 19, Section 1, Paragraph F):~~ If training is required to
30 obtain/maintain a license or certificate, then CCS may pay the costs provided:
31

32 ~~A. If the license or certificate is a minimum requirement to hold the position, CCS cannot pay any~~
33 ~~expenses related to cost of the license or certificate.~~
34

35 ~~B. If the license or certificate is not a minimum requirement to hold the position, but is a preferred~~
36 ~~qualification in the determination of the appointing authority and is used strictly for and to the~~
37 ~~benefit of CCS, then CCS may pay maintenance related fees, including required professional~~
38 ~~association membership fees.~~
39

40 1.) The training is directly related to the job requirement, and
41

1 2.) The training maintains or enhances the employee’s work-related skills specific to that
2 job requirement.

3
4 ~~3.) CCS shall not pay for examination costs.~~
5 (See also Article 19, Section 1, F)

6
7 **Section 14 -Payment While Injured**

8 AEes who suffer injuries received in employment shall be entitled to all rights and responsibilities
9 provided by RCW Chapter 51 and the state government return to work program as authorized by RCW
10 28B.16. Whenever an AEe is absent from employment and unable to perform duties as a result of
11 injuries sustained in the course of employment, the injured employee will be on leave of absence with
12 pay as provided for hereafter. During such a period of disability, the AEe may utilize ~~her or his~~ **their** sick
13 leave to compensate for the difference in the amount of state compensation and ~~her or his~~ **their** regular
14 salary to the limits of ~~her or his~~ **their** accrued sick leave account. ~~Her or his~~ **their** sick leave account will
15 be a pro rata based upon salary paid and shall be reduced in the same ratio as the payout bears to ~~her~~
16 ~~or his~~ **their** total salary. All benefits such as salary, retirement, social security, and sick leave shall be
17 maintained on a pro rata basis. Salary placement and movement shall not be affected by time loss due
18 to the provisions of this section.

19
20 **Section 15 - Liability Protection**

21 CCS agrees to save AEes harmless and defend from any financial loss, including reasonable attorney’s
22 fees, for actions arising out of any claim, demand, suit, criminal prosecution, or judgment by reason of
23 any act or failure to act by such employees within or without CCS, provided such employees, at the time
24 of the act or omission complained of, were acting within the scope of employment or under the
25 direction of CCS as provided in next paragraph.

26
27 As provided for in RCW 28B.10.842, whenever any action, claim, demand, suit, criminal proceeding,
28 judgment, or proceeding is instituted against an AEe arising out of the performance or failure of
29 performance of duties for CCS, within or without CCS facilities, the Board of Trustees shall grant a
30 request by an AEe that the office of the attorney general be authorized to defend said action, claim,
31 demand, suit, or criminal proceeding, and the cost of defense of said action shall be paid from the
32 appropriation made for the support of CCS, provided the Board of Trustees has made a finding and
33 determination by resolution that the AEe was acting in good faith. If the Board of Trustees is unable to
34 reach any decision on the matter, the office of the attorney general is authorized to consider a request.

35
36 **Section 16 - Tuition Fee Waiver**

37 CCS shall waive tuition and fees for full time annually contracted and adjunct (as defined in Article 1,
38 Section 3). AEes who are employed one half time or more subject to RCW 28B.15.558 and to the
39 following conditions.

40

- 1 A. Eligible AEes will be required to pay the current tuition waiver fee per course plus any special course
2 fee (e.g., laboratory fees) and the registration fee.
3
4 B. Eligible AEes may enroll in classes on a space available basis only, as determined by the college
5 registrar, ~~on the third day of the quarter.~~
6
7 C. This waiver can only be used for state support credit classes.

8
9 Reassigned time, not to exceed five (5) weekly hours per quarter, may be utilized in unusual circum-
10 stances for taking classes upon the approval of the AAd.

11
12 There is a limit of six credit hours per quarter. Exceptions to this limit may be made by the College
13 President.

14 15 **Section 17 - Use of Paraprofessional Employees**

16 In the event CCS utilizes paraprofessional employees, the following conditions shall apply:

- 17 A. Paraprofessionals shall not be assigned professional teaching, counseling, or librarian responsibilities
18 except for classified employees performing duties in accordance with a classification specification
19 approved by the Washington State ~~HR Personnel Resources Board.~~
20
21 B. Any direct instructional activities performed by the paraprofessional shall be under the direction of
22 the AEe. By mutual agreement between the AEe and the AAd, the AEe may be the immediate
23 supervisor of the para professional employee and obtain/maintain supervisory certification per CCS
24 Administrative Procedure 2.00.01-B and WAC 357.34 as a condition of the supervisory assignment.
25 The paraprofessional employee shall not supervise AEes.
26
27 C. Disputes regarding whether a CCS employee is an AEe or a paraprofessional shall be referred to the
28 Joint Executive Committee, and if not resolved, such matters shall be referred to the Washington
29 State ~~HR Personnel Resources Board.~~
30
31 D. The AHE shall be notified of all instances where paraprofessionals are employed by CCS.

32 33 **Section 18 - Subcontracting**

34 The district and AHE must mutually agree on any proposed subcontracting for work customarily per-
35 formed by bargaining unit AEes as part of their professional responsibilities. A good faith effort will be
36 made to present, consider and reach agreement within ten (10) contractual days. The parties mutually
37 agree that every reasonable effort will be made to avoid proposing subcontracting agreement in the first
38 or last five (5) days of a quarter. The parties acknowledge, however, unavoidable need for proposal will
39 occur during calendar breaks. To accommodate this need, proposals and related communication during
40 breaks will occur directly between the appointing authority, or ~~her or his~~ ~~their~~ designee, and the

1 respective AHE Vice President or the AHE President. Each shall exchange the required contact
2 information prior to calendar breaks.

3
4 **Section 19 - Academic Employees' Offices**

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

- 9
10 **A.** Annually contracted AEes will have first priority for assignment of available AEe office space.
11
12 **B.** Adjunct contracted AEes will have second priority for assignment of available AEe office space; the
13 adjunct AEes teaching the greatest number of hours will be given priority consideration.
14
15 **C.** All AEes will have the option to have access to classrooms or conference rooms prior to and after
16 class meeting time for office purposes, provided that said room is not otherwise assigned and is
17 available for such use.
18
19 **D.** Every reasonable effort will be made to assign annually contracted AEes office space as close as
20 practical within reasonable proximity to their discipline, teaching, or work site and to provide
21 accessibility to students and facilitate the performance of other assigned and related
22 responsibilities.
23
24 **E.** CCS reserves the right to reassign AEe office space, in consultation with **the** affected AEe, to meet
25 changing circumstances in accordance with Paragraph D. above and to reassign AEe office space for
26 those AEes who are on an approved leave for any purpose if said leave is in excess of **one quarter.**
27 ~~thirty (30) working days.~~ Upon return, the AEe will be assigned the same **office space whenever**
28 **possible. If necessary, a ~~or~~ similar AEe** office space **will be assigned in consultation with the**
29 **affected AEe.**
30
31 **F.** AEes who are reassigned AEe office space in accordance with these procedures will be responsible
32 for the removal and storage of their personal property.

33
34 **Section 20 - Copyright and Patent**

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

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

- 38
39 **1.** Written materials, creative works, multi-media materials and products, including any derivative
40 works, developed by an AEe for on-ground or online courses, who is reimbursed by CCS for the

1 work, produces it during work hours, or consumes goods/services purchased by CCS become the
2 property of CCS. CCS may exercise all rights and privileges of ownership.

3
4 2. Written materials, creative works, multi-media materials and products, including any derivative
5 works, developed by an AEe for on-ground or online courses, on ~~her or his~~ their own time,
6 which incur no more than incidental cost to CCS, are deemed to be the property of the AEe. CCS
7 shall not assert any interest in instructional technology materials created by an employee
8 without the use of appreciable CCS support and used solely to assist the AEe or enhance the
9 students' learning environment.

10
11 3. Potential joint ownership agreements should be mutually negotiated prior to the
12 commencement of the work. The AEe developer is entitled to an AHE representative during
13 such negotiations.

14
15 4. CCS retains exclusive rights for the use of the logo or the name of any of the educational units.

16
17 B. Before the college disseminates AEe creative works to an audience other than the intended
18 audience of students and other college staff, there shall be a written agreement (establishing use
19 and, if applicable, compensation) between the college and AEe. Royalty contracts and recovery of
20 development costs will be mutually negotiated between the AEe(s) and CCS. Such recovery costs
21 will be determined, in writing, prior to the commencement of the work. The AEe is entitled to an
22 AHE representative during such negotiations. This applies to materials produced prior to this
23 contract that continue to generate revenue for the colleges. This does not extend to retroactive
24 application or claims for prior year recovery.

25 26 **Section 21 - Parking**

27 AEes shall be assigned a specific parking lot with adequate parking spaces. Once each biennium CCS may
28 appoint a task force, with representative AEe membership, to review and consider parking fees and
29 issues. Recommendations will be presented to the Board of Trustees for consideration of approval.
30 Further, the CCS will develop and enforce strict parking regulations to ensure adequate AEe parking.
31 AEes may appeal parking violations consistent with chapter WAC 132Q.20.265 and applicable
32 administrative procedure.

33 34 **Section 22 - Right to Fairness in Application**

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

37 38 **Section 23 - Non-Fraternization**

39 CCS is committed to providing an environment conducive to individual development and learning. CCS
40 and AHE recognize that a sexual or emotionally intimate relationship between AEes and students, or
41 between AEes and those whom they supervise, may pose legal risks to the AEe, student, third parties

1 and the college. Accordingly, AEes are prohibited from entering into a sexual or emotionally intimate
2 relationship with anyone with whom they have a current supervisory or AEe/student relationship. See
3 Appendix O.

4 5 **Section 24 - Process for Student Concerns and Complaints**

6 **A. Informal Concerns:** The following steps are to be used in resolving student concerns. Concerns must
7 be initiated within ten (10) instructional of the start of the quarter following the quarter during
8 which the alleged actions occurred. An informal concern may be initiated in summer quarter if the
9 AEe and student mutually agree. Informal concerns should proceed to the next step only if not
10 resolved at prior steps. The student will make reasonable effort to complete the informal concern
11 process described below within twenty (20) instructional days. The student has a right to a
12 supporter during any meeting, provided advance notice is given. To ensure confidentiality and
13 compliance with privacy statutes, this is an individual process. Group concerns will not be
14 considered.

15
16 If at any point during the concern process it is determined the issue may involve a violation of
17 federal/state law or Board policy, it may be forwarded to the appropriate district/college officer for
18 consideration outside of the student concern process.

19
20 **1. Step One:** The student communicates with the AEe and describes the concern. The AEe will
21 respond to the student within five (5) instructional days after hearing the informal concern from
22 the student.

23
24 If the student has used at least two methods to attempt to contact the AEe on instructional days
25 and received no response within a reasonable time, the student will contact the department
26 chair for assistance.

27
28 Before proceeding to Step Two, the department chair will first ascertain that the student has
29 made valid attempts to contact the AEe during the AEe's instructional days. If not, the chair will
30 facilitate communication with the AEe.

31
32 **2. Step Two:** If the concern is not resolved at step one, the student next speaks with the AEe's
33 department chair. The chair will attempt to facilitate a mutually acceptable resolution of the
34 concern between the AEe and student. The department chair will respond to the student within
35 five (5) instructional days of hearing the informal concern from the student.

36
37 A student may initiate the informal concern directly at Step Three, provided the cause for the
38 student not proceeding through Steps One and Two is ascertained and found credible by the
39 AAd. The AAd will first ascertain that the student has made valid attempts to contact the AEe
40 during the AEe's instructional days (Step One), and not having received a response, has
41 contacted the department chair for assistance or response (Step Two).

1
2 **3. Step Three:** If the concern is not resolved at step two or is determined by the AEe's AAd to be
3 appropriately advanced to this step, the student next speaks with the AAd. At any point during
4 the informal process the AAd may call an informal meeting between the student, faculty, chair
5 and the AAd to attempt to reach a resolution. The AAd will respond to the student within ten
6 (10) instructional days of receiving the concern. If the AAd is not reasonably available the
7 student may instead contact the appropriate vice president for assistance or assignment of a
8 designee.
9

10 **B. Formal Complaint:** If the concern has not been resolved to the student's satisfaction, ~~she or he~~
11 **they** may file a formal complaint utilizing the form provided in Appendix N-1. The form must be
12 submitted to the AAd's office within ten (10) instructional days of the AAd's Step Three response.
13 Failure to do so causes the complaint to be denied as untimely.
14

15 **1. Assessment:** The AAd will assess the formal complaint and make a determination of whether
16 the complaint is appropriate for further consideration. If the AAd determines that it is not
17 appropriate, ~~she or he~~ **they** will so notify the student in writing not later than ten (10)
18 instructional days after receipt of the formal complaint. Said complaint is terminated and may
19 only be considered further per Item 5 below.
20

21 If the AAd determines further consideration is appropriate, ~~she or he~~ **they** will, within ten (10)
22 instructional days of receiving the signed written complaint, send the signed written complaint
23 to the AEe and to AHE.
24

25 **2. Academic Employee Response:** The AEe will submit a written response to the formal complaint
26 to the AAd within ten (10) instructional days of being notified. The AEe can either 1) assert the
27 informal process was not followed, or 2) provide a written response to the AAd.
28

29 **3. Meeting to Discuss Response:** A meeting to discuss the complaint and draft the division's
30 response will be scheduled within ten (10) instructional days of receiving the AEe's response and
31 to include the AAd, AEe, and AHE. Others may participate at the mutual agreement of the AAd
32 and AEe.
33

34 **4. Division Formal Response:** The AAd will provide the division formal response to the student
35 within five (5) instructional days after the above meeting. This serves as the official division
36 response to the complaint.
37

38 **5. Vice President Appeal:** If the complaint is not resolved to the student's satisfaction, ~~he/she~~ **they**
39 may appeal to the appropriate Vice President within ten (10) instructional days after the AAd's
40 response. The Vice President's response will be the college's final official response.
41

1 C. **Academic Employee Rights:** The AEe has the right to AHE representation at any meetings
2 regarding the concern/complaint.

3
4 Materials may be placed in the employee's division file in accordance with Article 3, Section 4,
5 Paragraph B, 3, e) on files.

6
7 **Section 25 - Advisory Committees**

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

15

DRAFT

ARTICLE 4 - WORKLOAD AND TERMS OF EMPLOYMENT

Section 1 - Assignment

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

Section 2 - Student Centered Scheduling

The parties have mutual interest in scheduling courses (including course times and modalities), services and programs in a manner which most effectively meets student demand and needs, including weekend and evening programming. Student centered scheduling has been accommodated in this contract through the following sections, and such scheduling should be undertaken consistent with these sections:

- A. Article 4, Section 7 – Working Day
B. Article 4, Section 8 – Contractual Day
C. Article 4, Section 10 – Alternate Contract/Summer Quarter
D. Article 4, Section 11 – Alternative Schedules
E. Article 4, Section 13 – Counseling Extended Contracts
F. Article 5 – eLearning

Section 3 - Workloads for Annually Contracted Academic Employees

Table with 7 columns: Category, Program or Discipline, Normal Weekly Contact Hours, Annual Average Contact Hours F/W/S, Min. Weekly Office Hours, Other Professional Activities and Responsibilities, Total Weekly Responsibilities. Rows A through I.

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

The Board CCS and the Association AHE recognize that class size is a critical component in providing quality education and maintaining standards of excellence and that such these components will be given weight the main factor considered by CCS in making class size determinations. Department input shall be included in decisions regarding the size of classes. The Class size determinations should shall focus on and incorporate recommendations from professional organizations within the discipline,

1 student learning **needs, course** outcomes, quality education in the best interest of the students, safety,
2 **and ~~size-of-classroom-area~~** equipment availability. The number of seats a room holds shall not be the
3 **primary determinant of class size. The determination of caps for a given course shall be based on a**
4 **discussion between the AAd and the appropriate AEE's in that discipline. This determination can be**
5 **re-evaluated as needed. All parties acknowledge that class size has a significant impact on workload.**
6 **Faculty should be kept within the hours outlined in the work week as defined in Article 4 Section 3.**
7 **CCS will work toward making workload equitable across the district**

8
9 **Class size shall be subject to the following conditions (This does not apply to online or flex courses;**
10 **See Article 5, Section 3):**

- 11 **1. Moving forward, course caps will not be significantly increased beyond the generally agreed**
12 **upon historical (i.e. average) caps.**
- 13 **2. To promote student success, it is generally agreed that whenever possible, course caps for**
14 **traditionally "lecture-based" courses should not exceed 40 students.**
- 15 **3. AEE's may choose to over-enroll their individual class(es); over-enrollment does not constitute**
16 **a change in the course cap.**

17
18 Curriculum and program development shall be implemented consistent with NWCCU Accreditation Standard 2 –
19 Educational Program and Its Effectiveness. Academic employees (AEE) who have developed curriculum proposals
20 or updates according to college curriculum development guidelines are guaranteed the right to present such
21 proposals to campus curriculum committees.

22 **Section 4 - Academic Employee Responsibilities**

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

- 26 1) Meets or makes arrangements for all scheduled class/worksite hours, **and creates an**
27 **instructional/classroom environment that promotes student learning.**
- 28 2) Provides reasonable availability **and accessibility** to students **and responds to students** in a manner
29 appropriate to meet student needs (i.e. office hours, e-mail)
- 30 3) Participates regularly in district, college, division (where reasonable notice has been given) or general AEE
31 meetings; in-service training; curriculum development; academic consulting; workshops or seminars
32 (including preparation time) (see also Article 5, Section 3, J-) regarding **eLearning ~~distance-education~~**
- 33 4) Shares in the responsibility to serve on district/college/division/department councils, committees or task
34 forces; or other activities. (see also Article 5, Section 3, J-) regarding **eLearning ~~distance-education~~**
- 35 5) Attends departmental meetings where reasonable notice has been given. (see also Article 5, Section 3, J-)
36 regarding **eLearning ~~distance-education~~**
- 37 6) Abides by district non-discrimination policies and is willing to make reasonable accommodations where
38 necessary to give students of disability full access to academic programs/services
- 39 7) Engages in instructional/non-instructional professional responsibilities an average of 35 hours per week
40
41

- 1 8) Non-instructional days shall include at least the same number of hours on campus, at a center, or at other
- 2 authorized off-campus work locations, as would be required on an instructional day
- 3 9) Follows established written procedures that have been clearly communicated
- 4 10) Remains generally aware of and complies with state and federal laws applicable to professional duties
- 5 11) Exercises effective stewardship of college assets/equipment as appropriate
- 6 12) AEEs giving grades are responsible for communicating expectations, **and** establishing clear grading
- 7 criteria, **and, when appropriate, providing feedback** through **appropriate** instructional means.

8 Students shall be provided a comprehensive syllabus within the first week of the course term.

9

10 Section 5 - Implementation

- 11 A. The workload category for all programs and disciplines is defined in Appendix H. An AEE teaching classes in
- 12 more than one (1) workload category will have workload computed on a pro rata basis.
- 13
- 14 B. All credit and non-credit classes offered by CCS are defined in the catalogue course listing. The definition is
- 15 developed as part of the course curriculum approval process including SBCTC approval. AHE will be notified of
- 16 all approved curriculum revisions.
- 17
- 18 C. **Supplemental Moonlight Assignments and Student Availability:** Annualized **overload and supplemental**
- 19 **moonlight** contracts carry an additional student **accessibility availability** responsibility beyond those required
- 20 within the normal 35-hour professional responsibility requirement.
- 21
- 22 D. **Supplemental Prioritization/Assignment of Contracts:** Primary consideration will be given to student success
- 23 and instructional quality in assignment of **supplemental** contracts. Tenured AEEs will be given preference to
- 24 part-time assignments within their respective departments, provided academic qualifications, previous
- 25 teaching experience of the course(s), department rotation systems, ability to meet professional
- 26 responsibilities, specialized skill and availability of adjunct AEEs, and budgets are considered.
- 27

28 **For detailed information about prioritization, see Scheduling Matrix in Appendix M**

29

30 If an AEE's load is 180 percent for four consecutive quarters, excluding summer, a meeting will be held during

31 the fourth quarter between the AEE, the AAd, and the vice-president to address Article 4, Section 5, C.

32 Summer session is addressed separately in Section K. and L.

- 33
- 34
- 35 E. **Annualized Overload Assignments:** The annual average contact hours define the normal annual teaching
- 36 workload, or 300 percent. The percentage of contact hours in excess of 300 percent shall result in such excess
- 37 being paid at the adjunct AEE rate for the applicable workload category, provided that the annual excess is
- 38 two (2) or more hours.
- 39
- 40 F. **When appropriate, team ~~Team~~** teaching assignments **may shall** be on a pro rata basis.
- 41
- 42 G. **Prior Learning Assessment:** AEEs hold the core competency for making prior learning assessments.
- 43 Regardless of the method of assessment, credit may be granted only upon the recommendation of annually
- 44 contracted AEEs who are appropriately qualified and who are on a regular appointment with the college on a
- 45 continuing basis. **Both parties agree that, whenever possible, tenured or annually contracted faculty should**
- 46 **be consulted first regarding prior learning assessment. The department/discipline members may designate**
- 47 **an appropriate adjunct AEE to conduct prior learning assessment.** Compensation for assessment will be

1 based on the amount of credit requested, not the amount of credit awarded (see Article 18 for
2 compensation).

3
4 AEs will evaluate and approve all crosswalk resources for their relevance in comparison to college course
5 offerings including the well-established ones such as American Council of Education (ACE) Military Guide.

6
7 To implement a portfolio assessment, CCS will collaborate with the appropriately qualified AEe to determine if
8 a need for a portfolio class exists.

9
10 CCS will contract with AEs to develop challenge exams or consult with an appropriate AEe to use existing
11 comprehensive final exams. AEs will determine if CLEP, DANTES, DSST, Advanced Placement (AP),
12 International Baccalaureate exam (IB), Excelsior College Exams, and others are commensurate with clearly
13 defined learning outcomes.

14
15 **H. College in the High School:** College in the High School (~~CHS~~) (CiHS) is a dual credit program located on a high
16 school campus or in a high school environment in which a high school student is able to earn both high school
17 and postsecondary credit. **This does not refer to Career Technical Education dual credit.** Decisions to
18 participate will be made at the department level and the following will be incorporated:

- 19
20 1) The college provides a mentor (a college AEe who is a subject matter expert in the discipline being
21 taught at the high school) to work with the ~~CHS~~ CiHS instructor on matters specific, but not limited to
22 course curriculum, assessment criteria, pedagogy, course philosophy, and appropriate rigor to meet
23 the learning outcomes of the college course. Mentors will ~~meet~~ **have an initial meeting** with the ~~CHS~~
24 CiHS instructor **prior to the beginning of the class and meet with the CiHS instructor** no fewer than
25 twice ~~throughout the duration of the class during a high school semester~~ and schedule at least one
26 classroom observation.
- 27 2) Although college mentors do not teach the ~~CHS course~~ CiHS class, they are the listed instructor of
28 record who oversees quality assurance. **The CiHS instructor will submit grades to the mentor, who**
29 **will** and ~~will assist the CHS instructor to~~ submit student grades **at the college.**
- 30 3) Concurrent enrollment courses offered in the high school are the equivalent to courses offered on-
31 campus at the sponsoring college.
- 32 4) Students enrolled in concurrent enrollment courses are held to the same standards of achievement,
33 which include the same prerequisite requirements and grading standards, as students in on-campus
34 courses.
- 35 5) The Northwest Commission on College and Universities states, "Faculty with teaching responsibilities
36 take collective responsibility for fostering and assessing student achievement of clearly identified
37 learning outcomes." Therefore, CCS AEes are solely responsible for curriculum and learning
38 outcomes.
- 39 6) ~~Professional Development activities including discipline specific training for AEe's participating in~~
40 ~~CiHS will be offered training designed to develop collegial interaction with high school teachers.~~
41 **The AEe mentor will then address** course curriculum, **learning outcomes, and** assessment criteria,
42 pedagogy, course philosophy and administrative responsibilities **with the high school teacher. will be**
43 ~~provided to any AEe participating in such programs to maintain collegial interaction to address~~
44 ~~content, course delivery, assessment and evaluation of course offerings.~~
- 45 7) Instructors teaching college courses through the concurrent enrollment program must meet the
46 academic department's requirements for teaching college courses.
- 47 8) Annually contracted and adjunct AEes at CCS are eligible to teach as well as mentor College in High
48 School program courses.

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

3 **10) Compensation for CiHS can be found in Article 18, Section 13.**

- 4 I. **Cooperative Education:** The workload for a 100 percent assignment in the cooperative education program is
5 defined as sixty (60) students for work experience and is in Category A for overload purposes. The workload
6 for co-op seminar will be **Category A. the same as the predominant category for the discipline or program in**
7 **Appendix H.** Cooperative education includes those programs with activities defined as **community-based**
8 **community-based** learning and includes **work-based learning**, internships or practicums; the same workload
9 guide- lines apply.

10
11 The typical minimum responsibilities for cooperative education include advising and selecting students,
12 placing students in work experience sites, improving student adjustment to the work environment, improving
13 on the job training, coordinating classroom instruction with on the job training, assisting students with
14 personal adjustments, promoting the program among employers and students, and contacting each student in
15 both seminars or conferences and supervised work experience.

- 16
17 J. **Allied Health Clinical Practicums:** (Applicable programs indicated in Appendix H). The workload percentage for
18 allied health clinical practicums will be calculated by completing the following steps:

19 Step 1: Total clinical hours ÷ 33 hours = clinical credits

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

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

- 22
23 K. AEs shall not be required to substitute as part of their normal **assignments. Substitute** assignments will be
24 paid at the substitute rate, provided such activities are assigned and authorized in advance by the AAd.
25 Nothing herein shall be construed to preclude voluntary substitution or to require the use of substitutes by
26 CCS (see Article 7, Section 1, Paragraph C regarding unpaid substitute limitations).
27
28 L. Summer course offerings shall be based on student needs and sound scheduling practices. Summer school
29 assignments shall normally be less than a full load, except in block programs.
30
31 M. Annually contracted AEs will be given preference for part-time assignments in summer within their
32 respective departments, provided academic qualifications, previous teaching experience of the course(s),
33 department rotation systems, and budgets are considered. The AAd shall make the final selection based upon
34 these criteria.
35

36 **Section 6 – Reassignment/Release**

- 37 ~~A.~~ AEs shall normally perform the responsibilities of their position, but occasionally partial reassignment of
38 normal responsibility is necessary and desirable to accomplish special projects, research, curriculum projects,
39 professional development, and other activities. **For impact of reassignment/release on department chair**
40 **load, see Article 14, Section 3.**

- 41
42 A. **Reassignment/release within the division shall take place under the supervision of the AAd, and shall be**
43 **reported to the department chair and the appropriate VP.**

- 44
45 B. ~~All reassignments~~ **Reassignment/release outside the division require** requires the written approval, in
46 advance, of the College President, **and shall be reported to the department chair and AHE. Examples would**
47 **include release granted for AHE leadership, to serve in a temporary exempt position, or to serve on a**
48 **college project not related to a department area under the direction/supervision of another AAd.**
49

- 1 C. AEs authorized for partial reassignment/~~release~~ will be selected based on qualifications, program need, and
2 impact on normal department activities. ~~The department chair and the AHE will be informed prior to all~~
3 ~~reassignments.~~
- 4
- 5 D. Partial ~~reassignments~~ reassignment/~~release are~~ is for one (1) quarter duration only and may be renewed if
6 appropriate.
- 7
- 8 E. The time available for ~~reassignments~~ reassignment/~~release~~ will be based pro rata on the total weekly
9 responsibility. For example, one third (1/3) reassignment will be one third (1/3) of ~~thirty-five~~ ~~thirty-five~~ (35) or
10 eleven and seven tenths (11.7) hours per week and shall be prorated among the weekly contact hours, office
11 hours, and other responsibility hours.
- 12
- 13 F. Full and/or partial ~~reassignment and release~~ reassignment/~~release~~ from the normal responsibilities ~~for work~~
14 ~~outside the division~~ lasting one (1) quarter or more will be accomplished in the following manner:
- 15
- 16 1. Potential job ~~reassignments~~ reassignment/~~release~~ of two or more quarters will be posted in the College
17 President's office and generally announced to college AEs. Interested college AEs will be given an
18 opportunity to submit a letter of interest as application for the reassignment/~~release~~. Following
19 consideration of those applications the appointing authority retains right to select and assign. Exempted
20 are those reassignments made for ~~non-project-based~~ ~~non-project-based~~ reasons (i.e. medical
21 accommodation, personal, disciplinary).
- 22
- 23 2. An annual list will be made available to AEs and the AHE by college administration listing all college
24 ~~reassignments or granted releases~~ reassignment/~~release~~ for that academic year. Exempted are those
25 reassignments made for ~~non-project-based~~ ~~non-project-based~~ reasons (i.e. medical accommodation,
26 personal, disciplinary).
- 27
- 28 3. The AE offered the full reassignment/~~release~~ will, with acceptance, be appointed to a temporary one
29 hundred ~~seventy-five~~ ~~seventy-five~~ (175) day AE position at the annual contract rate in workload
30 Category H. Extensions to this assignment, when authorized, will be at the non-instructional hourly rate.
- 31
- 32 4. The full reassignment/~~release~~ is for a maximum of one (1) year and may be renewed if appropriate.
- 33
- 34 5. At the conclusion of the reassignment/~~release~~, the AE will return to ~~their~~ ~~her or his~~ regular position or
35 an equivalent position.
- 36
- 37 G. ~~When college administration intends to reassign an AE to an alternative assignment that involves~~
38 ~~restrictions (office access, talking with fellow AEs, access to CCS email, etc.), AHE shall receive written~~
39 ~~notice outlining such restrictions at the time of implementation of the alternative assignment, in~~
40 ~~accordance with Article 3, Section 10. This does not include disclosure of restrictions protected by law.~~
- 41
- 42

43 Section 7 - Working Day

44 For ~~instructional employees~~ AEs, morning, afternoon, and evening shall each be considered a time block, ~~with~~
45 ~~consideration given for the impact of online instruction.~~

46

- 1 A. ~~Such~~ AEs will not be assigned to more than two (2) consecutive time blocks in any one (1) day unless
2 required to maintain a full load.
- 3 B. AEs will not be assigned to non-consecutive time blocks (i.e. morning and evening). However, when
4 ~~When~~ courses are canceled ~~after the schedule is published~~, the affected AE may be assigned a split shift
5 to complete ~~the employee's~~ their workload.
- 6

7 When such scheduling is required, assignments shall be given to those AEs with least seniority, provided
8 qualifications are equal as determined by the AAd. Any dispute regarding such assignment shall be referred to the
9 Joint Executive Committee.

10
11 This Section does not preclude voluntary assignments.

12
13 **Section 8 - Contractual Days**

14 The number of contracted days for annually contracted AEs shall be one hundred seventy five (175) as scheduled
15 in the approved college calendar. Scheduling of such days shall be approved by the Board of Trustees. Additional
16 calendars may be approved for non-traditional programs. The one hundred seventy five (175) day assignment for
17 AEs may be different than those days in the academic calendar upon mutual agreement between the AE and the
18 College President. In departments such as nursing where state legislation, professional licensing, or curriculum
19 requirements require a four (4) quarter curriculum, the one hundred seventy five (175) days may be assigned to
20 include the summer quarter. In such instances, each summer day shall be counted on a prorated basis. For
21 example example, for a 5 credit lecture course over four days per week, the class times would be as follows: for 6
22 week schedules, ~~92~~ 115 minutes per class; for 7 week schedules, ~~80~~ 98 minutes per class; and for 8 weeks
23 schedules, ~~70~~ 86 minutes per class. Such assignments shall be made on a case by case basis by mutual agreement
24 of the annually contracted AE and the College President.

25
26 **Section 9 - Academic Calendar**

27 The academic calendar will be developed by mutual agreement between CCS and the AHE provided that the days
28 of instruction range from one hundred sixty five (165) to one hundred sixty-seven (167), that the legal holidays be
29 observed, and that all parties agree that all classes must meet according to the official final exam schedule. The
30 parties must agree on the calendar no later than December 1, two (2) years in advance and any adjustments are
31 subject to final approval by the Board of Trustees.

32
33 **Section 10 - Alternate Contract/Summer Quarter**

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

39
40 **Section 11 - Alternative Schedules**

41 The one hundred seventy five (175) day assignment for those AEs with primary assignments as counselors or
42 librarians, may be scheduled for days different from the academic calendar between the start of fall quarter and
43 the end of spring quarter. This requires that the department chair coordinate the work schedule for administrative
44 approval and that there be mutual agreement between the AE and the AAd.

45

1 **Section 12 - Summer Quarter, Counselors and Librarians**

2 Summer quarter for those AEs with primary assignments as counselors or librarians is defined by the completion
3 of 280 hours between the last day of spring quarter and the first day of fall quarter up to a maximum of forty (40)
4 days upon mutual agreement between the AEs and the AAd. Time worked in addition to the seven (7)-hour day or
5 the two hundred eighty (280) hours will be at the hourly rate, unless otherwise accounted for in an approved
6 extended contract.

7
8 **Section 13 - Counseling Extended Contract**

9 The option of an extended contract to cover non-contractual periods exclusive of the normal academic year or for
10 days in excess of the summer contract defined in Section 12 above, will be available to full-time academic
11 counselors. This contract option will be an extension of the normal 175 academic calendar day contract.

12
13 An AAd may ~~offer~~ offer, and each counselor may ~~accept~~ accept, an extended day contract in addition to the
14 normal 175-day contract at the current hourly rate of pay based on their annualized contract. ~~The contract exten-~~
15 ~~sion load authorization must be submitted to the Human Resources Office in full days.~~ The total number of hours
16 days for this extended contract ~~plus the 175 academic calendar days contract~~ will not exceed **200 contract days**
17 **175 hours. Any hours assigned in excess of the 175-hour limit for extended day contracts per academic year will**
18 **be paid at the current adjunct counselor hourly rate via time sheet submittal.**

19
20 The department chair will develop, in consultation with ~~their~~ her or his department colleagues, proposed
21 schedules for the following quarter and will submit proposed schedules to the AAd as follows:

22
23 **Quarter Being Scheduled Schedule Due to Appropriate AAd**

24 Fall **(Sept. 1 – Dec. 15)** 14 calendar days after the start of Fall quarter
25 Winter **(Dec. 16 – Mar. 15)** 14 calendar days prior to the end of Fall quarter
26 Spring **(Mar. 16 – June 30)** 14 calendar days prior to the end of Winter quarter
27 Summer **(July 1 – August 31)** 14 calendar days prior to the end of Spring quarter

28
29 ~~Hours may be combined to total full workdays when in the best interest of student needs.~~ Every effort will be
30 made to ensure counselor availability during all periods outside of the summer quarter necessary to meet student
31 and college needs. The final schedule will be developed in consultation with the AAd, who will have final approval
32 and shall give notice to the department chair of that approval within five (5) working days.

33
34 Scheduling and extended contracts will occur initially within the appropriate organizational unit only. Remaining
35 available extended contract hours days may be offered to counselors from other organizational units, after final
36 approval of schedules has been made by the AAd, by contacting the other unit’s department chair(s). Those
37 remaining hours days will be assigned by seniority basis of those counselors having expressed interest.

38
39 **Section 14 – Combining of Classes/Courses**

40 When the AEs, AAd, and AHE agree that it is in the best interest of the students and/or program,
41 courses can be combined. In such situations, the combined cap shall reflect the standard cap for a single
42 class.

- 43 A. Combining may refer to situations where two or more sections of the same course (such as two
44 sections of ENGL 101, each with its own item number) are compensated at the rate of one class.

1 B. Combining may also refer to situations where two or more different courses (such as SOC 204
2 and PSYC 204, each with its own item number) are compensated at the rate of one class.

3 Combining is permissible by specific written agreement between AHE and CCS, and must be a
4 voluntary decision by the AEE. AHE will respond within 5 business days to the request. The workload
5 category for any combined class will be the one with the lowest hourly requirement. Any
6 reconfiguring of AEE roles among AEEs must have permission of all participating AEEs, AHE and CCS.

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1 ARTICLE 5 - eLEARNING

2
3 AHE and CCS recognize that classes delivered online can offer educational opportunities to people who
4 would otherwise be unable to attend college. At the same time, both AHE and CCS recognize that
5 eLearning poses special challenges to students, academic employees (AEe), and district infrastructure and
6 support personnel. AHE supports using technology to further student access and student success;
7 however, AHE is mindful of the limitations of CCS's technological infrastructure and the technology
8 provided by CCS for instruction.

9
10 Therefore, neither CCS nor AHE will expand online offerings without due concern for student success and
11 AEes' welfare. It is the intention of administration and AHE to increase online course offerings at a
12 measured and a managed pace.

13
14 For successful online instruction the unbundling of AEe roles (see Article 4, ~~Section 3, B~~) is not in the best
15 interest of student success. Developing curriculum is the exclusive right of AEes, as defined in Article 1,
16 Section 2, A; course/instructional designers are not AEes, but rather are experts in eLearning technical
17 functionality, best practices and tools.

18
19 **Section 1 - Support for eLearning**

20 CCS and AHE recognize that eLearning may require additional technological support, training, and
21 development. To ensure educational quality, AEes and administration who engage in eLearning shall
22 mutually agree on the necessary support services, technology, development release/funding, and training
23 to ensure educational quality. In addition, AEes engaged in **online eLearning** instruction ~~should expect~~
24 **will be provided** appropriate, ongoing, technical **and equipment (except as stated in Section 3J)** support.
25 Available support resources will be identified and communicated to AEes by college administration on an
26 annual basis.

27
28 **Section 2 - Course Design, Refreshment and Maintenance**

29 **A. Negotiated Compensation for Course Changes:** See Article 18, Section 11.

30
31 **B. Compensation for Mandated Course Changes:** AEes will be compensated if mandatory changes to
32 delivery platforms, learning- or content management systems (LMS/CMS), or associated software
33 require substantive course updates or maintenance.

34
35 **C.** Proprietary/vendor course evaluation and design tools can only be used with permission of the AEes.

36
37 **Section 3 - Workload and Working Conditions**

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

1
2 **B. RIF and eLearning:** No AEe will be displaced because of eLearning or computer-aided courses. The
3 CCS agrees that it is not the intent of CCS to replace AEe positions by subcontracting credit courses
4 with outside contractors, other than adjunct AEes or supplemental contractors. Unbundling of AEe
5 roles for assignment to paraprofessionals, staff, subcontractors, or other non-AEes is prohibited.
6

7 **C. Accessibility Availability to Students and Professional Responsibilities:** In eLearning courses AEes
8 shall be able to conduct a proportionate part of their office hours via email, telephone, or equivalent
9 one-on-one alternatives. AEes who teach eLearning classes must meet other professional
10 responsibilities (Article 4, Section 4).
11

12 **D. Priority Assignment:** The developer of **eLearning online** courses developed prior to 7/1/15 will retain
13 priority assignment for teaching these courses up to receiving 167 percent of an overall quarterly
14 instructional load as defined in Article 4. Thereafter, the right to instruct the courses is open to any
15 other AEe instructionally qualified. This right of priority assignment does not apply to adjunct AEes.
16 After ~~TBD date~~ **7/1/15** the development and subsequent assignment of eLearning courses is subject
17 to a specific department's assignment processes/practices, and there will be no additional contractual
18 rights to priority assignments.
19

20 **E. Student Evaluations:** Consistent with Articles 10 and 24, AEes who teach online courses will use the
21 evaluation form designed specifically for eLearning (Appendix **C-B-3A**). Hybrid courses may use any
22 form provided in Appendix **B C-3A-D (A, B, C, D)**. Other methods of evaluation of AEes shall be
23 mutually agreed between the AEe and the appropriate AAd prior to the evaluation. To ensure student
24 anonymity, online student evaluations should be distributed at the direction of the Vice President's
25 office at the appropriate college, with completed evaluations directed to the AEe's AAd. AEes (other
26 than probationary tenure-track candidates) select which of their classes will be used for evaluation
27 (Article 10, Section 2, A and Article 24, Section 9, B). Probationary tenure candidates will work with
28 their tenure committees to determine which classes will be used for evaluation (Article 9, Section 3,
29 C).
30

31 **F. Observations:** Without advance written permission of the AEe, there will be no monitoring, taping,
32 **ITV observation, nor adding the AAd (or peer observer) to the learning management system** for
33 purposes of assessing an AEe's performance. **AHE and CCS agree that these are "classroom"**
34 **observations, not "course" observations. As such, the goal is to replicate (to the extent possible)**
35 **the observation of a standard (50-minute) class session, rather than to evaluate the entire course.**
36

37 Observations of **eLearning online** classes will be conducted **as an interaction between the AAd (or**
38 **peer observer) and AEe at an observer (non-interactive) level,** during a mutually agreed upon **normal**
39 **class 50-minute** period, **and which may be** followed by a post-observation discussion. **The AEe will**
40 **share examples of the AEe's choosing of each of the following:**

- **Content delivery (may include but is not limited to class structure, use of teaching aids, publisher content, reading assignments, videos, podcasts, etc.)**
- **Assignments/assessments (may include but is not limited to: quizzes/exams, projects, group work, written assignments, discussion boards, etc.)**
- **Interaction/communication with students (may include but is not limited to: instructor-initiated communication, responsiveness/availability to students, synchronous online session, participation in discussion boards, personalized feedback on student work, etc.)**

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

All other observation steps and procedures, as stipulated in Article 10, Table 3, Section 2, B1; Article 9, Section 4, C; and Article 24, Section 9, as applicable, will be strictly followed.

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

H. Online Enrollment Management: The class size ceiling for online eLearning courses is 25. The class can be over-enrolled up to 35 students, with mutual agreement of the AEe and the AAd. To facilitate enrollment management, additional eLearning sections of the same class may be opened later. Over-enrolled students can be moved to a new section with permission of the AEe. If the AEe accepts an additional section of the class, ~~she or he~~ **they** may move the over-enrolled students to the new section.

Departments, with agreement of the AAd, may lower class size ceilings in the best interests of student success.

I. Compensation: Compensation for online classes will be calculated at the close of business on the 10th day of enrollment. The monetary compensation for the online class section(s) determined above will be calculated as follows:

1. The first section of student enrollments 1 through 25 will be paid at the contractual rate for the appropriate workload category.
2. Enrollments exceeding 25 will be paid at 1/25th of the contractual rate per student for the appropriate workload category.
3. If the class size ceiling has been mutually agreed to be fewer than 25 (per Paragraph H above), the maximum over-enrollment of the section will be no more than 130 percent of the agreed upon ceiling. For each student over the adjusted ceiling, the AEe will be paid in proportion to the adjusted ceiling.

1
2 During summer quarter, preliminary calculations may be done prior to the 6th day to ensure AEes
3 are paid in a timely manner.
4

5 **J. 100 Percent Online ~~Distance Learning~~ Workload (No On-campus Responsibilities):** When 100
6 percent of an AEe's workload in any given quarter is comprised of ~~distance learning~~ **online** courses
7 and that assignment does not allow ~~her or him~~ **them** to also meet on-campus professional
8 responsibilities, the following shall apply:

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

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

15
16 b. agreement that the AEe will provide ~~her or his~~ **their** own technology, with internet connection
17 at ~~her or his~~ **their** own expense and an acceptable plan for support **if** the AEe experiences
18 technology failure or access problems.

19
20 c. advance approval of the **appropriate** Vice President ~~for Learning~~ and the Chief Administration
21 Officer.
22

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

24 3. The AEe will be excused from on-campus professional responsibilities but will continue to be
25 required to maintain student accessibility.
26

27 **K. Hybrid courses:** The workload category for hybrid classes will be equivalent to that of conventional
28 class equivalent. There are two types of hybrid classes: a) those in which 51 percent or more of the
29 class information is delivered online; everything in this article applies; and b) classes where 50 percent
30 or less of instruction is delivered online; these classes are not subject to Paragraph **D**, H and I of this
31 Article.
32

33 AEes can change a class to a hybrid modality by informing the department chair prior to schedule
34 ~~construction~~ **publication** and/or following departmental procedures. The department chair will
35 submit the change to the AAd for approval as part of that quarter's schedule, highlighting the
36 proposed modality change.
37

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

1
2 **L. Combining/clustering:** Combining/**clustering** of online and on-ground class offerings into one class is
3 permissible by specific written agreement between AHE and CCS. The workload category will be
4 equivalent to that of the **conventional on-ground (F2F)** course **equivalent**. Any reconfiguring of AEe
5 roles among AEes must have permission of all participating AEes, AHE and CCS. **(See Article 4, Section**
6 **14 for more information on combining).**
7

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

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

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

- 18 1. **Compensation:** AEes who teach flex classes will be paid an additional \$150 per credit
19 hour. An AEe who receives compensation for flex modality is not eligible to receive
20 additional compensation for over-enrolled students (Article 5, Section 3, Paragraph I).
21
- 22 2. **Class caps:** The standard class cap (combined F2F and OL students) for a flex class is 25.
23 By specific written agreement between the AAd, the AEe, and AHE, caps can be
24 increased up to 35 with no additional compensation. AHE will respond within 5 business
25 days to the request.
26
- 27 3. **Safety and Effectiveness:** Consistent with Article 3, Section 3, a primary consideration is
28 to not put the AEe in an unsafe situation. If attendance in the F2F component becomes
29 small enough that the AEe feels the situation is uncomfortable, unsafe, or pedagogically
30 ineffective, the AAd and AEe will work together to develop a plan to safely and
31 effectively deliver F2F instruction. This might include moving the class to a shared
32 location, synchronous online instruction, assigning a staff member to attend the class,
33 or other solutions.
34
- 35 4. **Scheduling:** Flex classes must be scheduled as such before students begin enrolling in
36 classes. When an online class and a face-to-face class are combined due to low

1 enrollment numbers, those classes will be considered “combined” (Section 3L above)
2 and are not considered flex.

3

4 When WSDOT completes construction projects on the SCC campus related to the North/South
5 Corridor (NSC), the Flex language in the contract will be an automatic opener for reassessment
6 of the modality.

7

8 **Section 4 - Quality Assurance**

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

13

14

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ARTICLE 6 - TRANSFERS AND VACANCIES

Section 1 - Transfers

Any tenured/non-tenured annually contracted academic employee (AEe) may request a transfer from **her or his their** current unit to another unit and/or to another department in **her or his their** unit according to the following procedures.

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

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

- B. Transfer for those not meeting the requirements of Section 1, Paragraph A:** The AEe shall send a written request for transfer to the appropriate vice president and the appropriate AAd of the department where the **employee AEe** would like to transfer, with a copy to the Human Resources Office and the appointing authority of the unit from which transfer is sought. This request for intra- or inter-campus transfer to an open academic position, before or after posting, shall include a statement of qualification and/or updated resume specific to the desired position (see also Article 19, Section 1). The request will remain on file in the Human Resources Office through the end of that academic year.

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

- C.** The parties recognize that involuntary transfer of AEes may occur within their areas of qualification.
- D.** The AHE president shall be notified by the Chancellor of requests for transfer and the status of transfer requests.

Section 2 - Vacancies (Administrative and Annually Contracted Academic Employee Positions)

To assure that AEes are given every consideration in filling any vacancies in existing or newly created positions, excluding reassignments that occur at any time within CCS, the following procedures shall be used.

- A.** When applicants are recruited for vacancies, the position announcement shall be posted through-out CCS and a copy forwarded to the AHE president.
- B.** The position announcement shall clearly set forth the qualifications for the position and the procedure for applying.
- C.** Vacancies or new positions shall be filled on the basis of qualifications for the position and with full consideration of the CCS affirmative action program.
- D.** This section shall not apply to annually contracted positions filled by transfer or reassignment pursuant to Section 1 above.
- E.** In other instances involving vacant or newly created administrative and/or annually-contracted AEe positions, the provisions of Article 16 or, the applicable administrative screening procedures shall apply.

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1 sisters; grandparents; grandchildren; step parents; step children; foster parents; foster children;
2 in loco parentis relationship; guardianship relationships; domestic partners; and spouses or
3 domestic partners of the aforementioned, as applicable.
4

- 5 7. For the placement of a child with the AEe for adoption or foster care. Up to twelve (12)
6 consecutive calendar weeks, provided the leave both commences and is completed within twelve
7 (12) months of that child's placement date
8

9 **8. Minor/dependent child care emergencies such as unexpected absence of regular care provider,
10 unexpected closure of child's school, or unexpected need to pick up child earlier than usual.**
11

12 An annually contracted AEe will receive full pay and benefits for each contracted day of sick leave
13 up to ~~her/his~~ **their** accrued number of leave days. All sick leave days taken shall be first charged
14 to the compensable account.
15

- 16 **C. Sick leave reporting:** All sick leave taken shall be reported to the AAd as soon as possible and daily
17 thereafter, unless a different interval is arranged. When less than a full day of sick leave is taken, it
18 shall be deducted on an hourly basis. When reporting leave of less than seven (7) hours, the AEe is
19 expected to indicate **on their leave request** how professional responsibilities were met.
20

- 21 1) The college administration may require a licensed healthcare provider's statement regarding
22 any illness, injury, or disability leave after the fifth consecutive work day. The statement is
23 sent directly to the HRO's Medical Records Officer. CCS may request a second opinion of the
24 medical diagnosis at CCS's expense.
25 2) For reporting purposes, one day of sick leave equals seven (7) hours, regardless of
26 supplemental contract or hourly assignments.
27 3) Sick leave taken during summer quarter is prorated using a formula: work load contact
28 hours/week x number of weeks/11 weeks conversion for summer x assigned workload.
29 4) Unpaid substitute arrangements up to a maximum of one day between AEes negates the need
30 for sick leave use (completing online form), provided all professional responsibilities have
31 been covered and the arrangement is communicated to the AAd. A paid substitute
32 arrangement, including where obtained from industry, will be made after one day unless the
33 class is canceled. It is the responsibility of CCS to budget for paid substitute **AEes**.
34

35 **D. Unpaid sick leave:**
36

37 Sick leave days taken beyond the accrued number of days shall be without pay. Leave without pay shall
38 be deducted from the annual salary at the per diem rate times the number of days without pay. The per
39 diem rate is the annual contract amount divided by the annual contract days.
40

41 A maximum of twenty-eight (28) hours of accrued sick leave may be retained in the AEe's sick leave
42 account to be used at the rate of seven (7) hours per month up to a maximum of four (4) consecutive
43 months in order to remain on paid status during those four (4) months which will provide employee's paid
44 medical benefits. This benefit is available once per twelve-month year starting with the first contract day
45 of fall quarter.
46

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

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

3
4 When an annually contracted AEe has exhausted ~~her/his~~ **their** leave account, leave without pay shall be
5 granted up to one hundred eighty (180) calendar days for recovery from illness, injury, or disability.
6 Whenever possible, the AEe shall attempt to return at the beginning of a quarter. Additional leave without
7 pay may be requested under Section 7 - Leaves of Absence Without Pay.

8
9 **E. Sick leave — compensation for:**

10
11 1. AEes shall be eligible to receive monetary compensation for accrued sick leave as follows:

12
13 a. In January of each year, and at no other time, an employee whose calendar year-end
14 compensable sick leave balance exceeds four hundred twenty (420) hours may choose to
15 convert compensable sick leave days earned in the previous calendar year minus those used
16 during the year to monetary compensation.

17
18 i. No sick leave days may be converted which would reduce the calendar year-end balance
19 below four hundred twenty (420) hours.

20
21 ii. Monetary compensation for converted hours shall be paid at the rate of 25 percent and
22 shall be based upon the AEe's current base salary.

23
24 iii. All converted hours will be deducted from the AEe's compensable sick leave balance.

25
26 b. AEes who leave employment with CCS due to retirement or death shall be compensated for
27 their unused compensable sick leave accumulation at the rate of 25 percent. Compensation
28 shall be based upon the AEe's base salary at the time of **retirement or** death.

29
30 2. An employee who leaves employment with CCS for any reason other than retirement or death
31 shall not be paid for accrued sick leave (see also Article 15, Section 1). Retirement is defined for
32 the purpose of this section by the age and years of service requirements of the Washington State
33 Teachers' Retirement System or the Public Employees' Retirement System for members of those
34 plans or, for individuals under TIAA/CREF:

35
36 a. twenty (20) years of service, or

37
38 b. fifty-five (55) years of age and ten (10) ~~years'~~ **years of** service, or

39
40 c. sixty (60) years of age and five (5) ~~years'~~ **years of** service

41
42 **F. Shared leave program:** AEes may also participate in the shared leave program pursuant to the
43 conditions of state law and CCS policy.

44
45 **G. Return to work:** CCS reserves the right to require the AEe to provide medical evidence that they are
46 qualified to fulfill the essential requirements of ~~her or his~~ **their** regular position with or without a
47 reasonable accommodation.

48

1 **Section 2 - Bereavement Leave**

2 Consistent with Administrative Procedure 2.40.01-B, General Leave Administration, annually contracted
3 AEes shall be entitled up to twenty-one (21) consecutive contractual hours (equivalent of three (3) days)
4 of paid bereavement leave for the death of a family member. See also Section 1, Paragraph B, 5-6 above.

5
6 **Section 3 - Personal Leave**

7 Twenty-one (21) hours of personal leave may be taken with pay per year, provided student assignments
8 are given and there is no additional cost to CCS. Personal leave can be taken in hourly increments. When
9 less than a full day of personal leave is taken, it shall be deducted on an hourly basis. When reporting
10 leave of less than seven (7) hours, the AEe is expected to indicate **on their leave request** how professional
11 responsibilities were met.

12
13 AEes are to obtain approval from the AAd prior to taking personal leave except in cases of emergency.
14 Detailed reasons for personal leave need not be disclosed.

15
16 If approved by the AAd in advance, unpaid substitute arrangements negate the need to use personal
17 leave.

18
19 **Full-time AEes assigned to Corrections (Article 25) who are working a 220-day contract may take twenty-**
20 **eight (28) hours of personal leave per year.**

21
22 **Section 4 - Military Training Leave**

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

28
29 **Section 5 - Civil Duty Leave**

30 Consistent with Administrative Procedure 2.40.01-B, General Leave Administration, AEes shall receive
31 time off with pay for required appearances in court or hearings resulting from a call to jury duty or
32 subpoena to appear to testify where the AEe is not personally involved in the action as the plaintiff, the
33 defendant, or the object of the investigation. Where the AEe is personally involved, leave without pay
34 may be granted under Section 7. Leaves of Absence Without Pay of the contract. Verification of service
35 (i.e. copy of summons, service payment, court clerk written verification) shall be submitted to the
36 Employee Compensation Office. Employees are allowed to keep any compensation they receive for
37 serving as a member of a jury in addition to their regular pay.

38
39 **Section 6 - Academic Employee Development Leave**

- 40 **A.** Leave with pay may be allowed at the discretion of the College President or **her or his their** designee,
41 to enable AEes to make visitations to observe methods, approaches, and techniques for the purposes
42 of coordinating programs and improving instruction and/or service to students. CCS may pay the
43 expenses incurred by such visitations to the extent authorized by law and other applicable regulations.
44
45 **B.** AEes may attend at the discretion of the College President or **her or his their** designee state, regional
46 and national meetings or conferences of their academic disciplines or occupational specialties. CCS

1 may pay the expenses incurred by such visitations to the full extent authorized by state laws and local
2 regulations as now existing or hereafter amended.

3
4 **C. Technology Enhancement.** An AEE may apply for a technology enhancement leave, or for an extended
5 contract, for the purpose of enhancing technological competency. The leave or extended contract
6 request should meet the majority of the following criteria guidelines:

- 7
8 **1.** Technology is an essential part of the discipline or program
9
10 **2.** There has been a substantial change in the software and/or hardware used as part of that
11 discipline or program
12
13 **3.** The leave, or proposed extra days, will support both the instructional mission of the college and
14 the individual's goal for life-long learning
15
16 **4.** The request is essential to maintaining quality of instruction (the AEE should possess this new
17 standard, certification, knowledge or understanding)
18
19 **5.** There has been a newly established industry standard or certification that is relevant to the
20 program
21

22 To apply, the AEE must make a formal written request to the AAd at the instructional unit. A
23 committee comprised of an appointed AAd, one AEE from each division and an AHE representative
24 will review and consider the request. The committee's recommendation will be forwarded to the
25 appropriate Vice President for Learning for final evaluation after appropriate funding sources have
26 been identified. Every reasonable attempt will be made to grant recommended requests.
27

28 **Section 7 - Leaves of Absence Without Pay**

29 **A.** Leaves of up to one (1) year without pay will be granted AEEs by the College President for such
30 purposes as study, travel, teaching in another district, working in a professionally related field,
31 Association or Association related business, maintenance of physical or mental health, recuperation,
32 or childrearing provided:
33

- 34 **1.** A qualified replacement is available for the time period to be covered by the leave,
35
36 **2.** Such leave will not unduly disrupt the functioning of the department, and
37
38 **3.** The request for leave is submitted at least one (1) quarter in advance.
39

40 **B.** A leave of absence without pay for one (1) year entitles an AEE to any applicable salary increment.
41 Upon return from leave, the AEE shall be placed in the position ~~last~~ last held or in a similar position
42 in CCS.
43

44 **C.** Early return from leave of absence may be permitted as long as the return does not unduly disrupt
45 the functioning of classes and the department and with the approval of the College President.
46

- 1 D. Upon request by the AEE, a leave of absence may be renewed for a period up to one (1) additional
2 year, provided the provisions in Paragraph A. above are met.
3
- 4 E. If the request for a leave of absence is denied by the College President the affected AEE may request
5 a review for reconsideration by the Chancellor within twenty (20) calendar days after the denial.
6
- 7 F. An AEE on leave without pay who fails to return a signed contract within fifteen (15) calendar days of
8 receipt is considered to have resigned.
9

10 Section 8 - Professional Leave

- 11 A. There shall be a program of professional leave which includes:
12
- 13 1. **Sabbatical Leave:** Tenured AEEs having completed at least six (6) or more years of **full-time full-**
14 **time** employment as an AEE with CCS may be granted **up to three quarters of** sabbatical leave
15 **once** during any four (4) year period. Sabbatical leaves are granted to individual AEEs for the
16 purposes of promoting opportunities for study, return to industry, and creative activities for the
17 enhancement of the institution's instructional programs.
18
 - 19 2. **Retraining Leave:** Tenured AEEs who, because of program change, reduction, or termination,
20 cannot be effectively assigned may request funds for retraining leaves for up to one (1) year. If
21 approved, such requests shall have priority over other leaves and shall be granted before
22 sabbatical leaves. The AHE shall be involved in all negotiations concerning the terms and
23 conditions of this type of leave.
24
- 25 B. Compensation for professional leave shall be approved by the College President consistent with the
26 following guidelines:
27
- 28 1. The total salary and benefits paid to leave participants plus the amount of salary and benefits paid
29 to replacements of such participants shall not exceed 150 percent of the total amount of money
30 which would have been spent if the participants had not been on leave.
31
 - 32 2. The number of AEEs to be on leave in any year shall not exceed 4 percent and/or statutory limits
33 of the annually contracted AEEs for that year.
34
 - 35 3. Compensation for professional leave for AEEs shall be:
36
 - 37 i. ~~90~~ **100** percent of the AEE's quarterly salary for a single quarter of leave, or
38
 - 39 ii. **90** percent of the AEE's quarterly salary ~~reimbursement, or 80 percent of the average of the~~
40 ~~highest quartile of a rank order of salaries of all annually contracted AEEs, whichever is less,~~
41 for professional leave taken for two ~~or more~~ quarters **during any one academic year**
42

1 iii. 80 percent of the AEE's quarterly salary for professional leave taken for three quarters
2 during any one academic year (see also section E, below).

3
4 ~~In the event any compensation for sabbatical activities plus the sabbatical compensation~~
5 ~~exceeds 100 percent of the individual's annually contracted salary, the sabbatical compensation~~
6 ~~may be reduced by the amount of such excess.~~

7
8 **C Requests for professional leave**

9 Professional leave committees ~~or other established committees comprised of AEEs~~ (as appointed
10 through Article 8, Section 16) ~~and AAd~~ will be used to accept, review, and make recommendations
11 to the College Presidents regarding professional leave requests.

12
13 The professional leave committee shall meet during Fall Quarter to review/revise the leave
14 application and proposed timeline for the application process, after which the chair of the
15 committee shall send the application and timeline to the faculty. The committee is encouraged to
16 hold informational sessions to aid faculty with the application process. Applicants are encouraged
17 to seek guidance from the committee, as well as their department chair and AAd. Once applications
18 are collected, the committee shall review them and then forward to the president a summary of
19 each proposal as well as their recommendations.

- 20
21 1. Recommendations from the committee must be submitted on or before February 15 to the
22 College President and the appropriate Vice President. ~~chief administration officer, following the~~
23 ~~college's established application procedure. The potential applicant should contact her or his~~
24 ~~AAd for a copy of the procedure. The president, as appropriate, will issue by not later than~~
25 ~~February 21 a college wide announcement of all who have applied for professional leave.~~
26
27 2. The final decision of awarding professional leave will be made by the College President.
28 Notification to applicants and AAd will be made by March 15. The applicant's department chair
29 may provide information into the evaluation process, but shall not have the responsibility for
30 recommending or denying the request.
31
32 3. Upon approval of such leaves, contractual agreements will be executed between CCS and the AEE
33 specifying the length and all conditions of the leave. Failure to meet conditions so specified shall
34 result in all or partial reimbursement of the leave stipend to CCS. The president, ~~as appropriate,~~
35 will issue a college wide announcement of all who have been approved for professional leave by
36 not later than April 30.

37
38 At any time after February 15, but before May 15 of any academic year, a Professional Leave
39 committee may determine with consultation with the College President that there are insufficient
40 acceptable leave applications for the number of leave quarters available or possibly available for
41 the next year. The Professional Leave committee shall create a new application calendar, with all

1 necessary steps, but with abbreviated timelines as necessary and shall distribute this calendar to
2 all tenured AEes and AAd. Distribution of this calendar shall constitute a call for additional leave.

- 3
- 4 **D.** Up to three (3) quarters of professional leave may be granted to eligible AEes every four (4) years.
5 Leaves are normally granted for consecutive quarters; however, professional leave may be approved
6 for and taken at the rate of one quarter per year for up to three consecutive years. Such scheduling
7 requests should be reflected on the AEe's original application for leave. If approved, the committee
8 should take measures to establish funding priority for the remaining quarters during the next leave
9 approval cycles.
- 10
- 11 **E.** The applicant's plans for professional leave and the demonstrated resources and ability to carry them
12 out will be major factors in evaluating requests for professional leave.
- 13
- 14 **F.** Recipients of professional leave must agree in writing to return to CCS employment upon completion
15 of the leave for a period equal to the length of the leave granted. If the recipient (barring factors
16 beyond ~~her or his~~ **their** control) does not return to CCS employment at the agreed upon time, the
17 recipient will refund all pay received during the leave period.
- 18
- 19 **G.** The recipient of professional leave may request additional leave without pay beyond the professional
20 leave period. Approval for any additional leave period must be obtained at least one (1) quarter prior
21 to scheduled return from the appropriate College President. The College President will stipulate the
22 terms upon which additional leave may be granted.
- 23
- 24 **H.** **Upon their return, recipients of professional leave will share their experiences with the college in a**
25 **way that is appropriate for the content area, as specified in their professional leave request. Within**
26 **one year of their return, recipients will submit a brief written summary of report and/or evaluation**
27 **concerning their professional** leave activities to the **president's office. College President. One (1)**
28 **copy of this material may be forwarded to each college library for cataloging and circulation.**
- 29
- 30 **I.** A suitable assignment will be provided to AEes returning from retraining leave, within enrollment and
31 fiscal limitations. In the event a suitable assignment cannot be made, the AEe will not be expected to
32 repay salary paid to ~~her or him~~ **them** during the leave.
- 33
- 34 **J.** An AEe on professional leave earns full credit toward available medical and retirement benefits and
35 annual increments.
- 36
- 37 **K.** An AEe who decides to cancel an approved leave must immediately alert **their** ~~her or his~~ AAd, who in
38 turn shall immediately alert the Human Resources Office, the department, and the president's office.
39 This notice shall, except for situations of personal emergency beyond the AEe's control, be made not
40 later than the start of the quarter immediately preceding the leave start date.
- 41

1 **Section 9 - Return from Leaves**

2 Except as otherwise provided in this contract, a contracted AEe returning from leave covered by this article
3 will be allowed to return to the same or a comparable contracted position. It is understood the position
4 must be one for which the AEe is qualified. An AEe on leave is considered an active employee.
5

DRAFT

1 ARTICLE 8 - ~~ASSOCIATION~~ ASSOCIATION FOR HIGHER EDUCATION (AHE) RECOGNITION AND RIGHTS

2
3 It is generally agreed that the academic employee's (AEe) central responsibility within the Community
4 Colleges of Spokane is for the quality of educational programs. To accomplish this **responsibility**, it is
5 imperative that AEe participate in academic planning, curriculum and program development and review,
6 and institutional governance. AHE and CCS agree to promote and support this central responsibility.
7

8 In the spirit of shared governance, CCS management recognizes the valuable role and contribution of the
9 AHE. The AHE leadership structure includes the AHE President, the AHE Vice Presidents for SCC, SCC-
10 Extension and SFCC, the AHE representatives to the CCS Board of Trustees, the Treasurer, Secretary,
11 Adjunct representative, as well as the AHE Senate and Senator-at-large. In particular, the AHE President's
12 role is designed to both lead and serve the AEes within our district, and the AHE President is also the
13 primary spokesperson for the CCS AHE. As such, pro-active consultation with the AHE President is vital to
14 effective management/AEe relationships and agreements within our district.
15

16 CCS AHE has defined its purpose as follows:

- 17 1. to promote high professional standards
- 18 2. to work for the welfare of the Community Colleges of Spokane
- 19 3. to participate actively in the formulation of CCS and college policies and procedures
- 20 4. to promote and protect professional influence in the governance and operation of the colleges to
21 collectively bargain with CCS
- 22 5. to collectively bargain with CCS
- 23 6. to serve as an advocate on behalf of members of the bargaining unit
- 24 7. to promote and protect employee, professional, and managerial rights and responsibilities of AEes
- 25 8. to seek the fulfillment of democratic principles and due process
- 26 9. to protect majority and minority rights of members
- 27 10. to carry out other aims and objectives

28
29 **Section 1 - Public Information**

30 CCS agrees to furnish ~~the~~ AHE access to all public information in accordance with the Public Records Act.
31 **Non-confidential** ~~Non-confidential~~ material relating to the Board of Trustees' agenda will be furnished to
32 ~~the~~ AHE prior to Board meetings. CCS will furnish ~~the~~ AHE the names and addresses of all bargaining unit
33 employees prior to October 30 of each year.
34

35 **Section 2 - Distribution of Contract**

36 Within thirty (30) days following ratification and signing of this contract, CCS shall print and distribute a
37 copy of this contract to all annually contracted AEes. The style and format of the contract shall be mutually

1 determined by **the Board of Trustees CCS** and **the** AHE prior to the district printing of the contract. Thirty
2 (30) additional copies shall be provided to **the** AHE. All AEEs new to CCS shall be provided a copy of the
3 CCS/AHE contract by CCS upon issuance of their individual employment contracts, and the CCS/AHE
4 contract shall be available to all applicants for AEE positions. An original copy shall be prepared by CCS.
5 All other costs for publication of the contract shall be shared equally by **the** AHE and CCS.

6 7 **Section 3 - Policies and Procedures**

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

11
12 **B.** All proposed CCS WACs shall be distributed to **the** AHE when the notice to adopt is distributed.

13 14 **Section 4 - Official AHE Representative at Board of Trustees' Meeting**

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

17 18 **Section 5 - AHE Business**

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

21 22 **Section 6 - Use of Buildings**

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

26 27 **Section 7 - Use of Equipment and Administrative Support Secretarial Services**

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

31
32 **The** AHE shall pay for the actual costs of photocopies, long distance telephone calls, mailing costs,
33 supplies, and materials used. **The** AHE shall reimburse CCS for the actual cost of designated **secretarial**
34 **services administrative support** used for AHE purposes during working hours. **The** AHE and the
35 designated **administrative support personnel secretary(s)** shall jointly record the amount of time spent,
36 and reimbursement shall be made monthly. **The** AHE agrees that such use of the above shall not take
37 priority over normal uses nor interfere with the operation of CCS.

38

1 **Section 8 - Posting of Notices**

2 ~~The~~ AHE and its affiliates shall have the right to post notices of its activities and matters of AHE concern
3 on CCS bulletin boards, including e-mail posting boards. ~~The~~ AHE may use AEe mailboxes for
4 communications, including mass distribution within statutory purposes.
5

6 **Section 9 - Joint Executive Meetings**

7 Members of the AHE Executive Committee and the CCS District Executive Committee shall meet monthly
8 or as reasonably necessary as mutually determined for the purpose of reviewing implementation of this
9 contract and other areas of mutual concern. It is further agreed that nothing in this section shall be
10 construed to obligate either party to modify, limit, restrict, or reduce its rights or prerogatives as outlined
11 elsewhere in this contract.
12

13 **Section 10 - AHE Leave**

14 AEes may be granted by the College President short-term leaves to attend state and national meetings of
15 the recognized bargaining unit organization or its affiliates if they serve as officers, members of
16 committees or commissions, speakers, or panelists or if they are representatives of their local unit at such
17 meetings at no cost to CCS provided their classes are adequately covered. Arrangements shall be made
18 with the College President at least five (5) days prior to the meetings or as soon as possible if the AEe has
19 had less than one (1) week's notice of the meeting. The request will be submitted through normal
20 administrative channels.
21

22 **Section 11 - Telephone and Computer**

23 CCS agrees to provide the AHE president with a telephone and computer in ~~her or his~~ **their** office if the
24 office is not already equipped.
25

26 **Section 12 - Bargaining Unit List**

27 CCS will continue to furnish ~~the~~ AHE with the names, salary schedule placement and/or hourly rate, and
28 RIF lists for each AEe employed by CCS.
29

30 **Section 13 - AHE Released Time**

31 **A.** To facilitate the problem-solving process, CCS agrees to provide up to 50 percent released time for
32 the AHE president. ~~The~~ AHE shall have the right to reimburse CCS for additional released time for the
33 president and AHE vice presidents. The additional time, reimbursement amount and scheduling of the
34 released time shall be set annually by mutual agreement of the AHE president and the Chancellor.
35

36 The cost of the president's 50 percent release time provided by CCS will be equally split among the
37 **two colleges. ~~three educational units of the district.~~**
38

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

- 1
2 **B.** When the president or vice president position is assumed by an AEE in a smaller department attention
3 is given to non-instructional workload impacts. Two options are suggested:
4
5 1. Consider use of stipends per Article 18, Section 11 for impacted AEE
6
7 2. Where feasible and mutually acceptable, group smaller departments into a “large” department
8 for the purpose only of reassigning non-instructional responsibilities (i.e. committee assignments,
9 consulting)
10
11 **C.** Up to fifteen (15) additional contract days of released time for annually contracted AEEs shall be
12 available to ~~the~~ AHE for its use. Requests for this released time will be submitted through normal
13 administrative channels.
14
15 **D.** During the quarter when the entire contract is open for negotiation, the CCS shall provide one-third
16 (1/3) released time for a maximum of five (5), unless otherwise mutually agreed, negotiators.
17 Negotiators on released time shall be assigned to minimize disruption of the educational process. For
18 adjunct negotiators, an assignment equivalent to one-third (1/3) of an adjunct load will be provided.
19

20 **Section 14 – New Hire Information Sharing ~~Agency Shop~~**

21 CCS shall provide AHE with a list of the names of newly hired or reassigned full-time employees and
22 their contract information including the name, assignment, work site, FTE, salary schedule
23 placement, home address, work and home phone numbers, and email address of each new hire. For
24 the purpose of this section, the date of hire shall be considered to be the day on which the new
25 employee returns their signed contract. CCS will also include the names of any bargaining unit
26 members who are on a leave of absence, the anticipated duration of such a leave, and any changes
27 in contact information during the time of leave.
28

29 CCS and AHE hold a joint new employee orientation at the beginning of each academic year and mid-
30 year if needed. AHE shall be provided with one (1) hour at the orientation to present information
31 regarding AHE membership to the attendees. If orientation is not done during the academic year, the
32 attendees shall receive their per diem rate of pay.
33

34 ~~**A. General Provisions:** In accordance with RCW 28B.52 all annually contracted AEEs on or after the
35 thirtieth (30th) day following the beginning of employment shall, as a condition of employment or of
36 continued employment, become a member of the AHE or pay a representation fee equal to the
37 periodic dues uniformly required as a condition of acquiring or retaining membership in the AHE to
38 reimburse the AHE for the expense of representing members of the bargaining unit. Nonmembers
39 shall be neither required nor allowed to make political (Pulse or NEAPAC) deductions.~~
40

1 ~~**B.—AHE Membership:** Upon filing with CCS the voluntary written authorization of a bargaining unit AEE~~
2 ~~under this Article, the AHE shall have the right to have deducted from the salary of the bargaining unit~~
3 ~~AEE the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining~~
4 ~~membership in the AHE. Such AEE authorization shall be irrevocable for a period of one (1) year. Such~~
5 ~~dues and fees shall be deducted from the pay of all AEEs who have given authorization for such~~
6 ~~deduction and shall be transmitted by CCS to the AHE or to the depository designated by the AHE.~~

7
8 ~~**C.—Representation Fee:** For AEEs who do not voluntarily join the AHE, CCS shall enforce this section by~~
9 ~~deducting a representation fee from the salaries of bargaining unit AEEs and shall transmit such funds~~
10 ~~to the AHE or to the depository designated by the AHE.~~

11
12 ~~**D.—Religious Exemption:** Upon appropriate determination, an AEE who asserts a right of non-association~~
13 ~~based on bona fide religious tenets or teachings of a church or religious body of which such AEE is a~~
14 ~~member shall pay to a non-religious charity or other charitable organization an amount of money~~
15 ~~equivalent to the periodic dues and initiation fees uniformly required as a condition of acquiring or~~
16 ~~retaining membership in the employee organization. The charity shall be agreed upon by the AEE and~~
17 ~~the AHE. The AEE shall furnish written proof that such payments have been made. If the AEE and the~~
18 ~~AHE do not reach agreement on such matter, the Public Employees Relation Commission shall~~
19 ~~designate the charitable organization.~~

20
21 ~~**E.—Hold Harmless:** The AHE agrees to indemnify CCS and hold it harmless against any and all suits, claims,~~
22 ~~demands, and liability for damages or penalties that shall arise out of or by reason of any complying~~
23 ~~with the foregoing provisions of this section.~~

24
25 ~~**F.—Membership Withdrawal:** Any AEE may terminate her/his membership in the AHE between August 1~~
26 ~~and August 31 of each year by notifying CCS and the AHE in writing of this decision.~~

27
28 ~~**G.—Scope:** The above is intended to be a full agency shop provision in accordance with RCW 28B.52, and~~
29 ~~nothing herein shall be construed as a “grandfather” provision.~~

30 31 **Section 15 - AHE Office**

32 Subject to space available, CCS will provide space for an AHE office. ~~The~~ AHE will reimburse CCS at CCS's
33 minimum rental rate.

34 35 **Section 16 - District and College Committees**

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

38
39 Appointments to college-wide or district committees (on-going responsibility to advise on a specific topic,
40 function or set of functions) or ad hoc task forces (a specific objective and timeframe for accomplishment
41 of that objective) shall be made by the Chancellor and the president, as appropriate. AEEs from each of

1 the educational units will be represented where appropriate and names will be submitted in accordance
2 ~~to Section C~~ with the paragraph below.

3
4 The appropriate AAd will make appointments of AEes from three recommendations for each position
5 provided by ~~the~~ AHE. When three recommendations are not possible, upon mutual agreement fewer
6 recommendations may be submitted. AHE recommendations must be provided within ten (10) working
7 days or the AAd will make the appointment.

8
9 For college-wide committees that have an AEe representative from each instructional and/or student
10 service AEe department/division, the AEe representative from each respective department/division shall
11 be appointed by that department/division's AEes and utilizing the college-determined process for doing
12 so. Rotation of committee membership and processes that make membership opportunities available to
13 all eligible AEes are encouraged. AHE shall be notified of the vacancy but will not otherwise be required
14 to seek nominations.

15
16 At ~~the first~~ a ~~spring~~ joint executive committee meeting ~~of the academic year~~ all department/division
17 represented committees ~~that management believes will meet this MOU waiver definition for SCC, SFCC,~~
18 ~~and District that need faculty representation~~ will be communicated and mutually determined as
19 applicable. ~~If any new committees or replacements occur during the following academic year, they will~~
20 ~~follow this same process.~~

21
22 This section does not apply to department committees, advisory boards for professional technical
23 programs, or committees within divisions.

24 25 **Section 17 - Appointments to Administrative Screening Committees**

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

33
34 **B.** Screening committee representation for:

- 35
36 **1.** AAds with district-wide responsibilities, including the Chancellor and district officer positions,
37 committees shall have no less than three (3) AEes representative of each unit or, if the committee
38 has more than ten (10) members, representation that is ~~appropriately~~ reflective of the district.
39 Membership shall be comprised of tenured AEes selected by the appointing authority from among
40 three (3) volunteers for each committee position as solicited by the AHE President.

41

1 2. AAdS with college-wide responsibilities, including College Presidents and Vice President positions,
2 committees shall have no less than three (3) AEEs or, if the committee has more than ten (10)
3 members, representation that is **appropriately** reflective of the college. Membership shall be
4 comprised of tenured AEEs selected by the appointing authority from among three (3) volunteers
5 for each committee position as solicited by that unit’s AHE Vice President.

6
7 3. Administrative positions that have direct supervisory responsibilities for AEEs, the committee
8 shall include no less than four (4) AEEs or, if the committee has more than ten (10) members,
9 representation that is **appropriately** reflective of the areas of administrative responsibility.
10 Membership shall be comprised of tenured AEEs selected by the appointing authority from among
11 three (3) volunteers for each committee position as solicited by that unit’s AHE Vice President.

12
13 C. ~~The~~ CCS shall determine when AEEs are needed on screening committees for professional exempt
14 positions. When AEEs are to be appointed to such a committee AHE will provide up to three (3)
15 recommendations for each position to the AAd.

16
17 D. In the event AEEs are not recommended within the ten (10) working day period with the exception of
18 academic calendar breaks or if an AEE fails to serve or attend committee meetings because of the
19 time of year or for any other reason, the screening committee will proceed and the results will be
20 valid.

21
22 E. Except as specifically stated in this section, the activities and processes described in and resulting from
23 this section are non-grievable and do not establish a past practice.

24
25 **Section 18 - Definition of “Working Day” and Requests Occurring During Break Periods**

26 Except where specifically modified elsewhere in this contract, “working day” shall mean a contracted
27 day of the academic calendar. The parties mutually agree that every reasonable effort will be made to
28 avoid requests in the first or last five (5) days of a quarter. The parties acknowledge, however,
29 unavoidable need for committee and nomination requests will occur during calendar breaks. To
30 accommodate this need, requests and related communication during breaks will occur directly between
31 the appointing authority, or ~~her or his~~ **their** designee, and the respective AHE Vice President or the AHE
32 President. Each shall exchange the required contact information prior to calendar breaks.

33 **Section 19 – District Budget Development Committee**

34 CCS and AHE have a mutual interest in maintaining and improving AEEs’ understanding of the CCS
35 budget development process. A District Budget Development Committee comprised of at least three (3)
36 AEEs of AHE’s choosing and a liaison of the Budget/Finance Office will be formed to meet on a regular
37 basis during budget development. Its purpose shall be to learn about the CCS budget development
38 process and issues related to the fiscal year’s budget. The members of the committee shall work with
39 their constituency in answering related questions and disseminating information.

1 ARTICLE 9 - TENURE

2
3 **Section 1 - Statutory Requirements**

4 A system of tenure shall be maintained in accordance with all applicable statutory requirements as now
5 existing or hereafter modified. CCS has the authority to identify which academic positions shall be tenure
6 track or non-tenure track, following RCW 28B.50.851 and WAC ~~31-16-400~~ 131-16-400 which state in
7 summary that academic positions funded at least by 51 percent for salary and benefits from special funds
8 as defined by the aforementioned legal references shall be exempted from the tenure process.
9

10 **Section 2 - Tenure Committee**

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

12
13 **A.** The College Presidents will establish appropriate tenure review committees to which probationary
14 academic employees (AEe) will be assigned. Each tenure review committee shall be comprised of five
15 (5) persons, as follows:

- 16
17 **1.** Three (3) tenured AEe representatives from the probationer's department or a related discipline.
18 It is encouraged, however, that one (1) of the three (3) members be from another discipline that
19 may or may not be related. Appointments will be established pursuant to this section; provided,
20 however, each AEe so appointed shall have at least three (3) years' community college teaching
21 experience at the time of her/his appointment.

22
23 Nominations of AEe appointees shall ~~come from~~ be made by the probationary AEes department
24 members through the department chair and be filed at least ten (10) days prior to an AEe
25 election. Said appointees shall be chosen by majority vote of the tenured AEes acting as a body
26 during an election held within four weeks after the start date of the probationer's appointment.
27 To the extent possible, the election shall be anonymous and confidential.

- 28
29 **2.** One (1) AAd appointee designated by the appointing authority within four weeks after the start
30 date of the probationer's appointment.

- 31
32 **3.** One full time student chosen by the associated student bodies of Spokane Falls Community
33 College or Spokane Community College, respectively, in such a manner as the associated student
34 bodies shall determine. The chosen student cannot be or have been enrolled in a course taught
35 by the probationer. Such appointment shall be made within four weeks after the start date of the
36 probationer's appointment, and student members shall only sit on review committees of their
37 particular community college. It shall be the responsibility of the respective student body officers
38 to see that appointed students carry out their commitment to the committee. It is the tenure
39 committee chair's responsibility to meet with the student representative and review the
40 committee member's role, responsibility, and expectation of confidentiality. The legitimacy of

1 the committee's business shall in no way be jeopardized because of student committee member's
2 lack of participation.

- 3
- 4 **B.** The five (5) committee members shall have an equal responsibility to participate in the proceedings
5 of the committee.
- 6
- 7 **C.** The committee members will serve for the duration of the probationary period. If an AEe replacement
8 is necessary a department nomination and AEe vote will occur within four weeks after the start date
9 of first quarter of the vacancy. If an AAd replacement is necessary, the appointing authority will
10 appoint a replacement prior to the start of the first quarter of the vacancy. The probationer will be
11 advised and given opportunity to provide input to the selecting authority.
- 12
- 13 **D.** The student shall serve for one (1) academic year and may be reappointed.
- 14
- 15 **E.** A Tenure Committee Handbook, jointly drafted and approved by AHE and CCS, may contain
16 supplemental explanatory information to clarify process and procedure for the committee members
17 or the probationer; however, nothing in the handbook is to supersede or be construed to modify the
18 terms of this contract.

19

20 **Section 3 - Tenure Committee Chair**

- 21 **A.** The committee will meet no later than the fifth week after the start date of the probationer's
22 appointment and elect a chair from the non-student members of the committee.
- 23
- 24 **B.** The chair will call meetings in a timely manner and work with the committee to set an agenda and a
25 schedule for each quarter's process.
- 26
- 27 **C.** After the first quarter the chair will meet with the probationer to discuss each quarter's agenda and
28 schedule by the fourth week of each successive quarter.
- 29
- 30 **D.** The chair is responsible for summarizing the committee's recommendations and submitting the
31 committee's documents to the appropriate vice president at the end of each quarter with a copy to
32 the probationer. The tenure committee can submit only a consensus cover letter, narrative report and
33 evaluation form, and the summarized student evaluation/comment report. A copy of the above shall
34 be provided to the probationary AEe and committee members prior to submission.

35

36 **Section 4 - Tenure Committee Process**

- 37 **A.** The tenure review committee shall conduct an evaluation of the assigned probationary AEe and
38 produce the required evaluation documents once each quarter during the probationary period.
39 Documents will be submitted to the appropriate vice president quarterly and a copy will be given to
40 the probationary AEe.

1 B. The evaluation shall place primary importance on the probationer's effectiveness in her/his
2 appointment and shall be conducted at least once quarterly. If, in the course of its evaluation report,
3 the tenure review committee states that the probationer is performing unsatisfactorily in whole or in
4 part, the committee will give the probationer written suggestions that will be designed to improve
5 such deficiencies over a designated period of time.

6
7 C. Each tenure committee member will have the responsibility to visit the probationer's classroom a
8 minimum of one (1) time per quarter to gain better knowledge of the AEE's teaching abilities. The
9 probationer will be contacted in advance of such observations in order to establish a schedule. **For**
10 **online classroom observations, refer to Article 5, Section 3F.**

11
12 D. Each tenure review committee shall **evaluate the probationer using** the Probationary AEE
13 Performance Report (see Appendix C- 1A/B/C). ~~in the course of evaluating the effectiveness of each~~
14 ~~full time probationer's effectiveness in her/his appointment. The performance report for use by~~
15 ~~counselors or librarians is contained in Appendix C 1B/C.~~

16
17 ~~E. The forms to be used by the committee are contained in Appendices C 1A, B, and C.~~

18
19 **F.E. Student Evaluation (see Appendix B-1):** The introductory statement to be used by an assigned
20 representative responsible to present the questionnaires to the probationer's class(es) is contained
21 in Appendix B-2. The approved standard instrument which contains questions and spaces for
22 comments shall be used to obtain student input (Appendix B-3A, B, C, D).

23
24 ~~G.F.~~ Any documents contained in the probationer's official tenure file will be provided to the probationary
25 AEE and the committee.

26
27 ~~H.G.~~ If the probationer disagrees with the tenure review committee's recommendation, ~~she or he~~ **they**
28 and/or ~~her or his~~ **their** representative shall be given an opportunity to challenge the committee's
29 recommendations before the College President within fifteen (15) calendar days of receipt per Section
30 3, Paragraph D above.

31
32 ~~H.H.~~ Consistent with **Paragraph F Paragraph H** above, any documents submitted by college administration
33 to the probationary AEE's official tenure review file will be shared with the probationer and ~~her or his~~
34 **their** committee. If those documents contain a recommendation that conflict with the
35 recommendation of the committee, the AAd(s) authoring the document will provide the committee
36 an opportunity to meet and discuss the recommendation before submittal.

37
38 ~~H.I.~~ The probationary period will not exceed nine (9) consecutive college quarters (except per **Paragraph**
39 ~~K Paragraph J~~ below), excluding summer quarter and approved leaves of absence. The normal cycle
40 is seven consecutive quarters of evaluation followed by an eighth quarter of Board of Trustee
41 review/action, and a ninth quarter for implementation of that action.

42

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

10
11 ~~K~~K. Notification of non-renewal of a probationary AEe appointment shall be given no later than one (1)
12 complete quarter, except summer quarter, before the expiration of the probationary AEe
13 appointment.

14
15 **Section 5 - Granting Tenure**

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

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ARTICLE 10 - ACADEMIC EMPLOYEE EVALUATION

Section 1 - Intent

The evaluation procedure is intended to provide a formal arena for dialogue between academic employees (AEe) and their AAd within which both can work toward greater understanding of academic disciplines, classroom/worksite challenges, professional objectives and styles, and preparation/delivery methods. It provides AAd the opportunity to discuss and observe the performance of the AEe in ~~her or~~ **his their** worksite and to assess whether the AEe supports the college's core themes and meets other contractual and professional obligations. It provides AEes the opportunity to share the classroom/worksite experience with the AAd and to understand AAd's perceptions of their performance. The AEe evaluations should serve as a process for reaffirming the professional standing of the AEe. They are NOT intended to be a tool for termination. If concerns do emerge from the process of the AEe evaluation, AAd should discuss these concerns with the AEe and investigate further, in accord with the provisions of the Master Contract. CCS and AHE recognize that the ability of students to progress and mature academically is a combined result of school, home, economic and social environment and that the AEe alone cannot be held accountable for aspects of the academic achievement of the student in the classroom.

Section 2 - Student Evaluation of Academic Employees

- A. The appropriate AAd is responsible for working in good faith with the AEe to schedule and conduct student evaluations once during each academic year, on a class of the employee's choosing. Procedure for conducting student evaluations are in Appendix B-1. Student evaluations of counselors and librarians shall be conducted in a manner appropriate to the worksite situation. The intent is for a given AEe's five-year evaluation to include five annual student evaluations, unless one or more has been invalidated, or the AAd and the AEe mutually agree to include more.
- B. Completed student evaluation forms shall be returned directly to the AAd and not through the AEe ("faculty") or department chair. As quickly as possible but no later than the end of the quarter following evaluation, the AAd shall provide the AEe with summarized numeric ratings and transcribed student comments. This summary may include administrative input as appropriate.
- C. The AEe has until the end of the quarter following receipt of the transcribed evaluation summary to request a meeting to discuss the evaluation. At this point, if the employee has not requested a meeting, the forms containing handwritten comments and other raw data as submitted by students should be appropriately destroyed. If the employee has requested a meeting, the raw data should be retained for possible review until the meeting has occurred.
- D. Should the AAd fail or be unable to provide opportunity to meet and discuss, that year's student evaluation will be invalidated, and the raw data as submitted by students will be appropriately destroyed.

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

3
4 **Section 3 - Evaluation of Adjunct Academic Employees:**

5 See Article 24, Section 9.

6
7 **Section 4 - Evaluation of Annualized Academic Employees:**

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

- 10
11 1. At least one student evaluation per quarter in a course of the ~~employee's~~ AEE's choice
12
13 2. An AAd observation in at least two of the three quarters, (~~a course~~ syllabi for courses taught
14 during the quarter of the AAd's observation will be provided); **for online classroom evaluations,**
15 **refer to Article 5, Section 3F**
16
17 3. A peer observation (peer to be determined by the department), in one of the three quarters
18
19 4. An evaluation meeting between the AAd and employee on or before May 31
20

21 B. In any subsequent year in which the annualized AEE is renewed, a student evaluation in at least one
22 course of the annualized AEE's choice will be completed that academic year.

23
24 C. Consistent with RCW 28B.50.851(2b), every five (5) years from initial hire, or sooner at the discretion
25 of the AAd, an evaluation of a specially funded annualized AEE will occur and include:

- 26
27 1. A student evaluation in at least one course of the annualized AEE's choice
28
29 2. An AAd observation
30
31 3. A course syllabus for courses taught during the quarter of the AAd's observation will be provided.
32
33 4. A peer observation
34
35 5. A self-evaluation
36
37 6. A professional activities report (PAR) prepared by the annualized employee
38
39 7. A formal evaluation conducted by the AAd using the form contained in Appendix C-2
40

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

Section 5 - Evaluation of Tenured Academic Employees

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

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

Article 10, Table 1: Evaluation Timeline and Procedures

Step	Timeline/Action	Procedure
1	By November 1: Notification to AEe	The AAd will identify the AEes in her or his their division who will participate in the formal evaluation process during the current academic year. The AAd will then notify these employees, in writing, of their respective responsibilities for documentation, as listed in Tables 2-4 of the Article. If appropriate, the AAd may schedule an informal meeting by February 1st with the AEe(s), singly or in a group, to ensure mutual understanding of the process and documentation. The AAd will also work with the AEe(s) to schedule formal evaluation meeting(s).
2	Before Formal Meeting	Prior to the formal meeting, the AAd and AEe will take actions and/or prepare required information listed in Tables 2-4 of this Article. These documents will be delivered or exchanged at least one week prior to the formal meeting.
3	Formal Evaluation Meeting	Formal Evaluation Meeting Prior to May 31, the AAd will conduct the formal evaluation meeting, to discuss the documents listed in Tables 2-4 of the Article.
4	Not later than May 31, or as mutually agreed	The AAd will complete a Performance Appraisal Summary form (Appendix C-2) and will share this

1 **Finalize and Submit**

with the AEe. It is then forwarded to the Human Resources Office in accord with Article 3, Section 4 of the Master Contract.

6 **Article 10, Table 2: Items Provided by the Academic Employee**

8 **A. The self-evaluation:**

9 A document in a format of the employee’s choice focused on AEe’s performance of professional
10 responsibilities. Possible emphases: teaching techniques (ability to lead students in critical thinking,
11 small group discussion, use of visual aids, and sequencing of material); diagnostic procedures; use of
12 student evaluations; counseling practice; research assistance; etc.

14 **B. Professional Activities Report (PAR) listing activities such as, but not limited to:**

- 16 1) Service to college and/or department including leadership positions, committee membership,
17 etc.
- 18 2) Conferences, workshops, training
- 19 3) Professional organization activities
- 20 4) Travel, reading, text review, or curriculum development relevant to discipline or assignments
- 21 5) Community service
- 22 6) Work experience relevant to the discipline or assignments

24 **C. Course Syllabi** for courses taught during the quarter of the AAd’s observation.

27 **Article 10, Table 3: Items Provided by the Appropriate Administrator**

29 **A. SUMMARIZED STUDENT EVALUATIONS**

AEes are evaluated annually by students, per Art. 10, Sections 2. The process by which these are conducted is delineated in Appendix B-1. During the fifth-year evaluation process, a student evaluation is conducted according to the same rules and process. Student evaluations conducted during this year and the previous four years are considered together during the fifth-year process.

38 **B. ADMINISTRATIVE EVALUATION**

of the tenured AEe, carried out according to criteria and forms mutually agreed to by AHE and CCS, will consist of the following two elements:

1 **1. Class/Worksite Observation**

2 The AEE and the AAd will schedule an observation of a
3 class/worksite session for the purposes of discussing,
4 understanding, and observing the AEE’s objectives and
5 performance. Prior to the observation, the AEE will brief
6 the AAd on any pertinent information relating to the
7 class/worksite session such as what material has been
8 covered, the dynamics of the group, teaching style,
9 innovations, or if the session is typical or atypical. The
10 AAd prepares for the visit through such activities as
11 reading the catalog description of the course, looking at
12 the course outline and syllabus, thumbing through the
13 text or other materials provided by the AEE, and/or
14 reviewing the employee’s job descriptions, where
15 appropriate, for non-instructional AEEs. The AAd will
16 meet with the AEE at agreed upon times and will observe
17 the scheduled class/worksite session in its entirety or for
18 at least one hour of a longer class session.

19 **2. AEE Performance**
20 **Appraisal Summary**

21 The AAd will review the “Academic Employee
22 Performance Appraisal Summary” (Appendix C-2) in
23 preparation for the formal meeting.

24 **Article 10, Table 4: Items Provided by Others**

26 **PEER EVALUATION**

27 The AEE shall invite a peer of the AEE’s choice to observe a class/worksite
28 session and to develop a summary of that observation using a standard
29 model. Peer evaluations of counselors and librarians shall be conducted
30 in a manner appropriate to the worksite situation, using standard forms
31 contractually agreed upon for this purpose. At the AEE’s option, the peer
32 observation may occur during the same class/worksite session observed
33 by the AAd. The peer evaluation will be shared with the AEE and
34 submitted to the AAd. **For online classroom observations, refer to Article
35 5, Section 3F.**

36 **Section 6 - Disposition of Documents**

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

- 1 A copy of the most recent Performance Appraisal Summary, as well as copies of the student evaluation
- 2 summaries for the most recent evaluation period, may be kept as informal documents in the division file
- 3 until the next fifth-year evaluation is completed, at which time they will be appropriately destroyed.
- 4
- 5 The AEE evaluation results, as contained in the Performance Appraisal Summary form, shall not be
- 6 grievable.

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ARTICLE 11 - REMEDIATION

Section 1 - Purpose of Remediation Process

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

Section 2 - Right to Due Process

No academic employee (AEe) shall be remediated without reasonable justification. Reasonable justification for remediation exists where 1) the AEe had notice of the rules or standards to be followed and the consequences of non-compliance, 2) the AEe engaged in conduct inconsistent with or in violation of those rules or standards, 3) there was procedural regularity in the investigation of the misconduct and 4) that CCS applied remediation in a reasonable and even-handed manner. In the event that informal remediation meetings fail to resolve the problem, a remediation plan shall be reduced to writing, as specified herein, and made available to the AEe. An AEe shall have the right to have AHE representation of ~~her/his~~ **their** choice present at any meeting wherein the ~~employee~~ **AEe** believes ~~she or he~~ **they** may suffer adverse action or otherwise be denied rights available under this contract. This section shall not be applicable with respect to matters handled in accordance with Articles 9 (Tenure) and 13 (Reduction in Force).

Section 3 - Remediation Process for Unsatisfactory Performance

- A.** A documented pattern of unsatisfactory performance may be used to initiate a remediation plan. Causes leading to the remediation process may include, but are not limited to:
1. A pattern of complaints regarding clinical site work
 2. Recurring program accreditation evaluation complaints that are within the AEe's control
 3. A pattern of excessive student withdrawals
 4. A pattern of excessive absenteeism or reoccurring failure to meet classes regularly
 5. A failure to fulfill professional responsibilities, per Article 4, Section 4
 6. A pattern of student complaints
- B. Informal Remediation:** The AEe and AAd shall meet informally to attempt to resolve any remediable performance problems. The AEe will be advised in advance that this meeting has the potential for remedial action, and will be notified of ~~her or his~~ **their** rights to AHE representation at this and

subsequent meetings regarding the performance issues raised. The AHE shall also be made aware of the meeting, in advance, by the AAd. The meeting shall be conducted in a private and confidential manner. A record of this meeting may be placed in the divisional personnel file in accordance with Article 3, Section 4, and written notice given to the AEe.

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

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

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

2. The first agenda item of the meeting will be to examine the basis of the unsatisfactory performance and to verify that this is an appropriate matter for the remediation process. Participants, if appropriate, will then:
 - 1) define the issues,
 - 2) allow explanation by the AEe,
 - 3) define the consequences of continued unsatisfactory performance, and
 - 4) develop a plan for improvement.

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

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

- a. discuss and/or modify the plan so that it is mutually satisfactory; complies with the contract and other applicable rules, regulations, policies and procedures; and can be completed in a reasonable time;
- b. set timelines for each element of the plan;
- c. establish appropriate support, which may include, but is not limited to:

- 1) mentoring by other AEEs,
 - 2) coaching by appropriate third party,
 - 3) counseling,
 - 4) referral for professional assistance,
 - 5) additional training in the skill area(s) needing improvement.
- d.** discuss and establish timelines and procedures for review and feedback on plan progress, to include whether the obligations of both parties are being met;
 - e.** discuss consequences of non-compliance with the plan; and
 - f.** discuss the importance of compliance with on-going performance expectations.
 - 3.** All parties will sign the plan acknowledging that they understand and agree to the terms.
 - 4.** Any changes to the plan shall be mutually agreed upon and reduced to writing and signed by both parties. The document will be attached as an addendum to the original improvement plan.
 - 5.** When the AEE's overall performance improves to satisfactory or better, the remediation process shall be discontinued and the discontinued remediation/improvement plan shall be returned to the AEE. The AAd shall develop a memo to the appropriate Vice President updating the status of the plan and reporting discontinuation, as appropriate. All discontinued plan material will be maintained confidentially.
 - 6.** In the event that performance continues to be unsatisfactory following completion of a remediation plan, an additional meeting may be scheduled at the request of the AEE to determine if it is appropriate to extend and/or modify the plan.
 - 7.** The AAd will refer any failed improvement plan to the appropriate vice president who will take one of the following actions:
 - a.** Recommend continuation of the remediation process for a specific number of additional quarters and/or
 - b.** The creation of a new plan, or
 - c.** Recommend to the College President that progressive discipline be initiated.

1 ARTICLE 12 - PROGRESSIVE DISCIPLINE

2
3 **Section 1 - Purpose of Progressive Discipline Process**

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

7
8 **Section 2 - Right to Due Process**

9 No academic employee (AEe) shall be reprimanded or disciplined without just cause. In the event that
10 informal meetings fail to resolve the problem, any charges that are made shall be reduced to writing, as
11 specified herein, and made available to the AEe. An AEe shall have the right to have AHE representation
12 of ~~her or his~~ **their** choice present at any meeting wherein the ~~employee~~ **AEe** believes ~~she or he~~ **they** may
13 be reprimanded, disciplined, suffer adverse action or otherwise be denied rights available under this
14 contract. This section shall not be applicable with respect to matters handled in accordance with Articles
15 9 (Tenure) and 13 (Reduction in Force).

16
17 **Section 3 - Just Cause**

18 Just cause may exist where it can be established that:

- 19 1) **Notice:** ~~the District~~ **CCS** gave the ~~employee~~ **AEe** forewarning or foreknowledge of the possible or
20 probable consequences of the ~~employee's~~ **AEe's** disciplinary conduct.
- 21 2) **Reasonable Rule or Order:** ~~the District's~~ **CCS's** rules or managerial orders are reasonably related
22 to (a) the orderly, efficient, and safe operation of ~~the District's~~ **CCS's** business, and (b) the
23 performance that ~~the District~~ **CCS** might properly expect of the AEe.
- 24 3) **Investigation:** ~~the District~~ **CCS**, before administering the discipline, made an effort to discover
25 whether the AEe did in fact violate or disobey a rule or order of management.
- 26 4) **Fair Investigation:** ~~the District's~~ **CCS's** investigation was conducted fairly and objectively.
- 27 5) **Proof:** the investigator obtained substantial evidence or proof that the AEe was guilty as charged.
- 28 6) **Equal Treatment:** ~~the District~~ **CCS** has applied its rules, orders and penalties even-handedly and
29 without discrimination to all AEes.
- 30 7) **Penalty:** the degree of discipline administered by ~~the District~~ **CCS** in a particular case reasonably
31 related to (a) the seriousness of the AEe's proven offense, and (b) the record of the AEe in ~~her or~~
32 ~~his~~ **their** service with ~~the District~~ **CCS**.

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

37

1 **Section 4 - Informal Meetings**

2 The AEE and appropriate AAd shall meet informally to attempt to resolve any behavior/conduct problems.
3 The AEE will be advised, in advance and in writing, that this meeting has the potential for disciplinary
4 action, and will be notified of their rights to AHE representation at this and subsequent meetings regarding
5 the issues raised. The AHE shall also be made aware of the meeting, in advance and in writing, by the AAd.
6 The meeting shall be conducted in a private and confidential manner and does not result in a written
7 action or official personnel record.

8

9 **Section 5 - Progressive Disciplinary Action**

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

13

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

18

19 2. Written reprimand

20

21 3. Suspension with pay

22

23 4. Suspension without pay

24

25 5. Dismissal (refer to Section 6 — Dismissal)

26

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

29

30 1. Improper or unprofessional behavior/conduct

31

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

33

34 3. Criminal conduct, gross misconduct, or malfeasance

35

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

39

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

1
2 **D.** Prior to taking any action more severe than a verbal warning or written reprimand, the appropriate
3 vice president will issue a “Notice of Proposed Disciplinary Action” to the AEe, and copied to the AHE.
4 The notice will list the cause(s) of action, the proposed disciplinary action, and outline the facts upon
5 which the proposed action is based. The notice will also stipulate a meeting date/time at which the
6 **employee AEe**, with the assistance of representation, may provide evidence and argument against
7 the proposed action. Following the meeting the vice president will, if still appropriate, issue a “Notice
8 of Disciplinary Action” to the AEe, copied to the AHE.

9
10 **E.** Appeal to Mutually Agreed Appeal Officer: For suspensions with or without pay, the **employee AEe**
11 may appeal the disciplinary action to an appeal officer by submitting an appeal request to the College
12 President. The decision of the appeal officer is advisory upon the appointing authority, who shall have
13 the final decision.

14
15 The appeal officer may be any individual selected by mutual agreement of the AAd and the **employee**
16 **AEe**. A prepared list comprised of AHE/CCS trained individuals who expressed interest in serving as an
17 appeal officer will be provided to facilitate this process. Neither party is required to select from this
18 prepared list, however. The officer shall be identified within ten (10) calendar days of the appeal
19 request. Should the parties be unable to identify a mutually agreeable appeal officer, the appeal will
20 be referred to the Chief Administration Officer, who will appoint an appeal officer.

21
22 The appeal officer will hold a meeting within ten (10) calendar days of selection. In arriving at a
23 decision, the appeal officer may consider any prior disciplinary action including any relevant letters of
24 reprimand. The appeal officer shall make an official recommendation to the College President
25 affirming, modifying or revoking the action proposed. A copy of the written decision of the appeal
26 officer shall be transmitted to the AEe, the AHE and the College President. A final decision from the
27 appeal officer shall be rendered no later than thirty (30) calendar days following the appeal hearing.

28
29 The hearing shall be informal and held in closed session. The AEe shall have the right to be represented
30 and to present evidentiary facts. The cost of the hearing, if any, shall be shared equally by both the
31 **employee AEe** and the college.

32 33 **Section 6 - Dismissal of Annually Contracted Academic Employees**

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

39
40 **A. Informal Meeting:** Before any official action is taken relating to a dismissal for sufficient cause, the
41 AEe will be given (1) written notice of the sufficient cause(s), (2) an explanation of the evidence
42 supporting the determination of sufficient cause(s), and (3) an opportunity to rebut or refute such

1 determination by either written documentation or in person with the College President. Any meeting
2 requested by the AEe shall take place no later than ten (10) calendar days from the date of the written
3 notice in 1. of this Paragraph. The AEe shall have the right to AHE representation at this meeting.
4

5 **B. Formal Procedure Relating to Dismissal:** After it is determined that formal adjudicative proceedings
6 for dismissal should be initiated, the Chancellor shall specify the grounds constituting sufficient cause
7 for dismissal, serve written notice of the cause(s) to the affected AEe and to the AHE, and provide
8 copies to the dismissal review committee. The notice shall include:
9

- 10 1. A statement of the time, place, and nature of the proceeding (the proceeding must be held on
11 not less than ten [10] days' written notice);
12
- 13 2. A statement of the legal authority and jurisdiction under which the proceeding is to be held;
14
- 15 3. A reference to the allegations of sufficient cause;
16
- 17 4. The effective date of separation from service; and
18
- 19 5. A short and plain statement of the matters asserted.
20

21 The affected AEe shall have ten (10) days from the date of the notice of dismissal to make a written
22 request for a proceeding. If the affected AEe does not request such a proceeding from the Chancellor
23 within seven (7) days, the Chancellor will request a written determination from the **employee AEe** as
24 to whether ~~she or he~~ **they** wishes to avail ~~himself~~ **themselves** of the right to a proceeding. If the AEe
25 fails to respond within the ten (10) days provided herein, this failure to request a proceeding shall
26 constitute acceptance of dismissal and waiver of any right to a proceeding. The decision of an AEe not
27 to request a proceeding shall be communicated to the Board of Trustees. Furthermore, a timely
28 written request for a proceeding within the above ten (10) day period is deemed jurisdictional.
29

30 **C. Procedural Rights of Affected Academic Employees:** An affected AEe who has requested an
31 adjudicative proceeding shall be entitled to one (1) formal, contested case proceeding pursuant to
32 the Administrative Procedure Act, RCW 34.05, and shall have the following procedural rights:
33

- 34 1. The right to confront and cross-examine adverse witnesses
35
- 36 2. The right to be free from compulsion to divulge information which ~~she or he~~ **they** could not be
37 compelled to divulge in a court of law
38
- 39 3. The right to be heard in ~~her or his~~ **their** own defense and to present witnesses, testimony, and
40 evidence on all issues involved
41

- 1 4. The right to the assistance of the presiding officer in securing the witnesses and evidence pursuant
2 to RCW 34.05
- 3
- 4 5. The right to counsel of ~~her or his~~ **their** choosing who may appear and act on ~~her or his~~ **their** behalf
5 at the proceeding
- 6
- 7 6. The right to have witnesses sworn and testify under oath
- 8

9 **D. Dismissal Review Committee:** The committee shall be composed of two (2) AAd, each from a
10 different college/unit, appointed by the Chancellor, and three (3) AEes. The AEes will be selected by
11 AHE and result in three (3) committee members, one from each institution, and three (3) alternates,
12 one each per institution. The AEe committee members will be chosen by October 15 of each year. In
13 no case shall a member of the committee sit in judgment of ~~her or his~~ **their** own case or the case of
14 ~~her or his~~ **their** spouse or family member. The immediate AAd of the AEe(s) under review shall not
15 be a member of the review committee. The committee shall elect its own chairperson.

16

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

- 23
- 24 1. To review the case of the proposed dismissal;
- 25
- 26 2. To attend the proceeding and, at the discretion of the presiding officer, to call and/or examine
27 any witnesses;
- 28
- 29 3. To hear testimony from all interested parties, including but not limited to other AEes and
30 students, and to review any evidence offered by same;
- 31
- 32 4. To arrive at its recommendation in conference on the basis of the proceeding as soon as
33 reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the
34 formal proceeding;

35 The chair will have the added responsibility to:

- 36 1. write recommendations of the committee which will be sent to the presiding officer, the
37 Chancellor, the affected AEe, and the Board of Trustees
- 38
- 39 2. facilitate the committee deliberations and proceedings
- 40

1 3. schedule hearing dates and committee deliberation meetings

2
3 **F. Presiding Officer Appointment and Duties:** The appointment of a presiding officer shall be done in
4 the following manner:

5
6 1. Upon receipt of a request for an adjudicative proceeding from an affected AEE, the Chancellor
7 shall notify the Board of Trustees and request that the Board appoint an impartial presiding officer
8 who shall be an attorney in good standing with the Bar of the State of Washington and who shall
9 not be, with the exception of administrative law judges, an employee of the state of Washington
10 or any of its political subdivisions or a member of the Board of Trustees of any community college
11 in the state of Washington, or as provided by RCW 34.05.425.

12
13 2. It shall be the role of the impartial presiding officer to conduct the proceeding in accordance with
14 RCW 34.05. The duties of the presiding officer include:

15
16 a. Administering oaths and affirmations, examining witnesses, and receiving evidence (No
17 person shall be compelled to divulge information which ~~she or he~~ they could not be
18 compelled to divulge in a court of law.);

19
20 b. Issuing subpoenas;

21
22 c. Taking or causing depositions to be taken pursuant to rules promulgated by the institution;

23
24 d. Regulating the course of the proceeding;

25
26 e. Holding conferences for the settlement or simplification of the issues by consent of the
27 parties;

28
29 f. Disposing of procedural requests or similar matters;

30
31 g. Making all rulings regarding the evidentiary issues presented during the course of the review
32 committee proceedings;

33
34 h. Appointing a court reporter, who shall operate at the direction of the presiding officer and
35 shall record all testimony, receive all documents and other evidence introduced during the
36 course of the proceeding, and record any other matters related to the proceeding as directed
37 by the presiding officer;

38
39 i. Allowing the review committee to hear testimony from all interested parties, including but
40 not limited to AEEs and students, and reviewing any evidence offered by same;

41

- 1 j. Preparing ~~her or his~~ **their** proposed findings of fact, conclusions of law, and a recommended
2 decision as soon as reasonably practicable, but in no event longer than thirty (30) days after
3 the conclusion of the formal proceeding;
4
5 k. Reviewing and consulting with the chair regarding written recommendation to the Chancellor,
6 the review committee, the affected AEE, and the Board of Trustees;
7
8 l. Being responsible for preparing and assembling a record for review by the Board of Trustees
9 which shall include:
10
11 i. ~~Tall~~ **All** pleadings, motions, and rulings; all evidence received or considered;
12
13 ii. A statement of any matters officially noticed;
14
15 iii. All questions and offers of proof, objections, and rulings thereon; ~~her or his~~ **their**
16 proposed findings, conclusions of law, and a recommended decision; and
17
18 iv. A copy of the recommendations of the review committee;
19
20 m. Deciding with advice from the review committee whether the proceeding shall be open to the
21 educational community or whether particular persons should be permitted or be excluded
22 from attendance;
23
24 n. Assuring that a transcription of the proceeding is made, if necessary, and that a copy of the
25 record or any part thereof is transcribed and furnished to any party of the proceeding upon
26 request and payment of costs; and
27
28 o. Taking any other action authorized by rule consistent with RCW 34.05.

29
30 **G. Final Decision by the Board of Trustees:** The case shall be reviewed by the Board of Trustees as
31 follows:
32

- 33 1. The case review shall be based upon the record of the proceeding below and on any record made
34 before the Board of Trustees.
35
36 2. The Board of Trustees may permit an opportunity for oral or written argument or both by the
37 parties or their representatives.
38
39 3. The Board of Trustees may hold such other proceedings as it deems advisable.
40

- 1 4. The final decision to dismiss or not to dismiss shall rest, based on both the facts and the
2 recommended decision, with the Board of Trustees after giving reasonable consideration to the
3 recommendations of the review committee and the presiding officer.
4
- 5 5. The review committee's recommendations and the findings, conclusions, and recommended
6 decision of the presiding officer shall be advisory only and in no respect binding in fact or law
7 upon the decision maker, the Board of Trustees.
8
- 9 6. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify
10 the charged AEE in writing of its final decision and the effective date of dismissal if appropriate.
11

12 **H. Appealing the Board of Trustees' Decisions:** Pursuant to RCW 34.05 as now existing or here after
13 amended, any party shall have the right to appeal the final decision of the Board of Trustees within
14 thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement
15 of the decision of the Board.
16

17 Upon the written mutual agreement of the AEE (after consultation with the AHE) and CCS, which
18 includes a waiver by both parties of their statutory rights, binding arbitration may be utilized.
19

20 **I. Effective Date of Dismissal:** The effective date of a dismissal for sufficient cause shall be such date
21 subsequent to notification of the Board's final written decision as determined by the discretion
22 of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the
23 individual employment contract, etc.).
24

25 **J. Suspension:** Suspension by the College President during the administrative proceedings (prior to
26 the final decision of the Board of Trustees) is justified if immediate harm to the affected AEE or
27 others is threatened by ~~her or his~~ **their** continuance. Any such suspension shall be with pay.
28

29 **K. Publicity:** Except for such simple announcements as may be required covering the time of the
30 proceeding and similar matters, no public statements about the case shall be made by the AEE,
31 the dismissal review committee, administrative officers, or the Board of Trustees until all
32 administrative proceedings and appeals have been completed.
33

1 **ARTICLE 13 - REDUCTION IN FORCE**

2
3 Annual Departmental and Program Indicators: In an effort to continually monitor and communicate
4 department/program status, a routine exchange of data will be made available annually by October 15 to
5 academic employee (AEe) and CCS. Three years of trend information will be provided, where available,
6 for each indicator. Indicators will include:

- 7
8 1) Enrollment, quarterly and annually
9 2) Course/program capacity
10 3) Student-to- AEe ratio
11 4) Full-time, part-time and “moonlight” instructional ratios
12 5) Occupational “demand/decline” list (SAWDC generated)
13 6) Inability to hire qualified AEes per recent recruitment “FMQ/DNQ” rates
14 7) Other unique department/program data mutually agreed upon by AEe(s) and the appropriate AAd
15 may be included

16
17 Either department/program AEes or the AAd may initiate a discussion based on these indicators. Changes
18 to a department/program require a meeting between AEes and the AAd before implementation.

19
20 **Section 1 - Dismissal for Reduction in Force**

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

- 24
25 **A.** Lack of adequate funding;
26
27 **B.** Elimination and/or reduction of programs, courses, or services;
28
29 **C.** Decreases in enrollment in a college or program; or
30
31 **D.** A Washington State Board for Community and Technical Colleges declaration of financial emergency
32 pursuant to RCW 28B.50.873.
33

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

36
37 **Section 2 - Pre RIF Notification**

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

1
2 B. Within ten (10) working days of the written notice, the parties will meet and determine relevant
3 program data to be gathered in preparation for a potential RIF meeting, per Paragraph C. All parties
4 will thereafter gather and share information determined necessary to effectively evaluate the viability
5 of the program to participating AHE representatives and college AAdS. Relevant data may include,
6 but not be limited to:

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

22
23 C. Within ten (10) days of distributing the relevant program data, the AHE representatives and the
24 college AAdS will meet to discuss details of the potential RIF and to review alternatives, if appropriate.
25 The results of this process will be summarized and forwarded to the Chancellor.
26

27 **Section 3 - Seniority Units**

28 Seniority units are established by CCS. CCS reserves the right to add seniority units in accordance with
29 program additions or by mutual agreement with the AHE. Deletions or combinations of seniority units will
30 be done with mutual agreement with the AHE. The most recently established seniority units are listed in
31 Appendix D.
32

33 A. Assignments to Seniority Units: Assignments to seniority units shall be published by November 1 of
34 each year. Disputes regarding such seniority unit assignments shall be resolved through initiation of a
35 grievance at step two of Article 20, Section 1 and expedited arbitration if required.
36

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

5
6 1. the AEe has taught, or can teach as a result of training, a majority of courses representative of the
7 second seniority unit that have been offered within the past three (3) years and, in addition, also
8 qualifies under one of the following two criteria:

9
10 a. the AEe has a master's degree preparation in the discipline or equivalent, or

11
12 b. the AEe has a minimum of four (4) years' recent work experience in the field of the seniority
13 unit.

14
15 2. "Representative" courses, as used in Section 3, Paragraph B, 1 above shall mean a range of
16 courses taught in that subject area in the past three years. The respective Vice President for
17 Learning's office will generate an up-to-date listing of the range of courses taught.

18
19 C. Applications for second seniority unit shall be filed with the AAd, using the application form included
20 in Appendix D-1. The AAd of the unit applied to will indicate whether, in ~~her or his~~ **their** opinion, the
21 application meets the criteria in Section 3, Paragraph B, 1 above. The application is then forwarded to
22 the **appropriate** Vice President ~~of Learning, who~~ will schedule it for consideration **by the Second**
23 **Seniority Committee, which will consist of three members designated by** ~~of~~ the District Education
24 Committee (DEC), **including the appropriate VP from each college** and ~~For the purpose of reviewing~~
25 ~~applications, DEC will be joined by~~ three AHE appointed AEe members, one of which is an AHE officer.
26 **The purpose of the committee shall be to review and decide the applications.**

27
28 D. Approved second seniority units become effective on the date of application for those AEes who apply
29 after July 1, 2004.

30
31 E. **Maintenance of Second Seniority Unit:** To continue to accrue seniority in the approved second unit,
32 AEes must meet one of the following criteria:

33
34 1. Taught courses in that second seniority unit, or

35
36 2. Gained experience in the relevant field or obtained/maintained a relevant professional license/
37 certification.

38
39 Failure to maintain the second seniority unit causes seniority in that unit to be frozen at the current
40 seniority level. The Human Resources Office will provide notice to the AEe of ~~her or his~~ **their** second
41 unit maintenance status at least once every 2 years. If there has been no maintenance activity in the
42 previous six years, the Human Resources Office will freeze seniority accrual in that second unit.

1
2 To restart seniority accrual in the second unit, the AEe must meet the criteria in Paragraph E, 1 or 2
3 of this Section. Seniority accrual will then begin at the start of the academic year following the date
4 of certification by the Human Resources Office. There is no retroactive accrual for time lost between
5 the freeze date and accrual restart date.
6

- 7 F. **Administrators Currently Assigned to Seniority Units:** ~~AAds who are currently assigned to~~
8 ~~seniority units shall retain such assignment as it existed September 1, 1981, but shall only be~~
9 ~~given seniority for those years of teaching within CCS.~~ AAds selected from the AEe ranks will
10 remain in a seniority unit but shall accrue no additional seniority. New AAds hired from outside
11 of CCS ~~after September 1, 1981,~~ shall not be placed in an AEe seniority unit.
12

13 Section 4 - Order of Reduction in Force (RIF)

- 14 A. If the number of ~~full-time~~ **full-time** annually contracted AEes is to be reduced, the Chancellor, with
15 such advice as ~~she or he~~ **they deems deem** necessary, shall determine what programs, courses, or
16 services are most necessary. CCS reserves the right to establish the number of full time and part time
17 AEes to be employed. In making decision on reductions, the Chancellor will consider factors including
18 but not limited to:
19
20 1. Budget limitations, lack of funds, change in instructional or service programs or courses, or lack
21 of students participating in particular programs, courses, or services;
22
23 2. The enrollment, the trends in enrollment, and their effect upon the department or program;
24
25 3. The present and anticipated service needs of the colleges and their students and prospective
26 students, including staffing needs;
27
28 4. Information concerning academic and administrative vacancies occurring through retirement,
29 resignation, and professional and other leave;
30
31 5. Changes in educational policies and goals; or
32
33 6. Other similar relevant considerations.
34
35 B. Prior to the implementation of RIF of any AEe within CCS, the following actions will first be taken.
36
37 1. Normal AEe resignations within the affected seniority unit will not be replaced.
38
39 2. Voluntary AEe retirements within the affected seniority unit will not be replaced.
40

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

3
4 4. Any other position vacated by resignation, retirement, or leave of absence or any position already
5 vacant shall first be filled by an affected AEe from CCS who is qualified to perform and fulfill the
6 requirements of the vacated position. If this cannot be accomplished, CCS will be free to fill the
7 vacant position through the current screening procedure.

8
9 C. Within each affected seniority unit, the Chancellor shall observe the following order of RIF.

10
11 1. First order of RIF includes adjunct AEes that have assignments within the affected seniority unit
12 (excluding continuing education, non-credit, and self-support).

13
14 This order of RIF may be waived in the event that the district allocation of state operating funds,
15 including operating fees, as determined by the SBCTC, is reduced from the prior year 4 percent or
16 more. Special funding for rents, utilities, salary and benefits increases, and carry-forward
17 allocations are excluded. This waiver shall cease in the event that 5 percent of full-time positions
18 are rified in any academic year (calculated district wide for AEes funded through state funds).

19
20 2. Second order of RIF includes probationary AEes within the affected seniority unit in order of least
21 seniority.

22
23 3. Third order of RIF includes tenured AEes in order of least seniority within the affected seniority
24 unit. Tenured AEes who are RIFed into ~~her or his~~ **their** second seniority unit must restart ~~her or~~
25 ~~his their~~ **three (3) five-year** evaluation cycle.

26
27 D. If a reduction is determined to be necessary within a seniority unit, the order of reduction will be
28 based upon seniority. Seniority shall mean the most recent continuous full-time service as an AEe of
29 CCS beginning with its inception in 1967. In the event two (2) or more AEes have the same hire-in
30 date, the Chancellor will decide which of the following methods will be used to determine seniority:
31 (1) the ~~employee~~ **AEe** with the greatest amount of previous employment within CCS or (2) the
32 ~~employee~~ **AEe** who has earned the greatest number of PIUs. If two (2) AEes have the same number
33 of PIUs, seniority will be determined by flipping a coin. AEes involved will be notified of the time and
34 place of such coin flipping.

35
36 E. Retraining Leave — Tenured AEes who, because of program change, reduction, or termination, cannot
37 be effectively assigned may request funds for retraining leaves for up to one (1) year. If approved,
38 such requests shall have priority over other leaves and shall be granted before sabbatical leaves. The
39 AHE shall be involved in all negotiations concerning the terms and conditions of this type of leave.

40

1 **Section 5 - RIF Procedure**

2 A. Determination and Notice: In the event the Chancellor determines a reduction in force to be
3 potentially necessary, ~~she or he~~ **they** shall notify the AHE regarding the extent of such reduction, the
4 conclusions reached pursuant to Section 4, Paragraph A, the actions taken pursuant to Section 4,
5 Paragraph B, and shall review any alternatives the AHE may present.

6
7 B. Method of Determination and Informal Meetings:

8
9 1. When the Chancellor determines that a reduction in force is necessary pursuant to Section 1,
10 Paragraphs A, B, and C, and has selected the affected AEes to be reduced, the initial step shall be
11 for the Chancellor to meet with each affected **employee AEe** in a personal conference, which shall
12 be an informal meeting for the purposes of RCW 34.05, to discuss the proposed reduction in force.
13 The matter may be resolved at this time by the use of alternatives such as reassignment, leave of
14 absence, retirement, resignation, etc. The AHE shall be notified in writing at least three (3)
15 working days prior to all meetings held with affected AEes.

16
17 2. When the Board of Trustees determines that a reduction in force is necessary pursuant to Section
18 1, Paragraph D, the Chancellor shall select the affected AEes to be reduced and meet with each
19 affected **employee AEe** in a personal conference, which shall be an informal meeting for the
20 purposes of RCW 34.05, to discuss the proposed reduction in force. The matter may be resolved
21 at this time by the use of alternatives such as reassignment, leave of absence, retirement,
22 resignation, etc. The AHE shall be notified in writing at least three (3) working days prior to all
23 meetings held with affected AEes. The written notice of reduction in force and separation from
24 employment pursuant to Section 1, Paragraph D will clearly indicate that separation is not due to
25 job performance of the **employee AEe** and hence is without prejudice to such **employee AEe** and
26 will state that the basis for the reduction in force is a financial emergency.

27
28 C. Notification of RIF: The Chancellor shall notify the affected **employee(s) AEe(s)** of ~~her or his~~ **their**
29 decision within ten (10) days of the informal meeting described in Paragraph B, 1 and 2 above.

30
31 D. Employee Alternatives: Upon notification of a pending dismissal due to RIF, the affected **employee(s)**
32 **AEe(s)** has two (2) alternatives:

33
34 1. The affected AEe(s) shall have the right to a formal proceeding pursuant to RCW 34.05. A written
35 request for such a proceeding must be made within twenty (20) calendar days from the date of
36 the notice of intent to dismiss. If the affected AEe does not request such a proceeding from the
37 Chancellor within seven (7) days, the Chancellor will request a written determination from the
38 **employee AEe** as to whether ~~she or he~~ **they wishes wish** to avail ~~himself~~ **themselves** of the right to
39 a proceeding.
40

- 1 2. In the event the AEe does not exercise rights to a formal proceeding, ~~she or he~~ they shall be
2 granted ninety-five (95) contracted days' pay for twenty (20) or more years of service, seventy-
3 five (75) contracted days' pay for ten to nineteen (10–19) years of service, or fifty-five (55)
4 contracted days' pay for one to nine (1–9) years of service in lieu thereof.
5

6 **E. Formal Proceeding:**

- 7 1. **Procedural Rights of Affected Academic Employees:** If the affected AEe chooses the alternative
8 cited in Paragraph D, 1. above, ~~she or he~~ they shall be entitled to one (1) formal, contested case
9 proceeding pursuant to the Administrative Procedure Act, RCW 34.05, before a RIF review
10 committee and shall have the following procedural rights:
11

- 12 a. The right to confront and cross examine adverse witnesses;
13
14 b. The right to be free from compulsion to divulge information which ~~she or he~~ they could not
15 be compelled to divulge in a court of law;
16
17 c. The right to be heard in ~~her or his~~ their own defense and to present witnesses, testimony,
18 and evidence on all issues involved;
19
20 d. The right to the assistance of the presiding officer in securing the witnesses and evidence
21 pursuant to RCW 34.05;
22
23 e. The right to counsel of ~~her or his~~ their choosing who may appear and act on ~~her or his~~ their
24 behalf at the proceedings;
25
26 f. The right to have witnesses sworn and testify under oath; and
27
28 g. Arguments in the formal proceeding shall be limited to data and reasons for the selection of
29 the ~~employee(s)~~ AEe(s) facing dismissal due to RIF.
30

- 31 2. **RIF Review Committee Composition:** A separate RIF review committee for the express purpose
32 of reviewing RIF cases will be created and composed in the following manner. The committee
33 shall be composed of three (3) AAd's appointed by the Chancellor and six (6) AEes. The AEes will
34 be selected by AHE and result in six (6) committee members, three of whom serve as alternates.
35 SFCC, SCC and SCC-Extension will each be represented among the AEe members, both regular and
36 alternates. District AEes (e.g. librarians) may be included as part of the unit to which they are
37 primarily assigned. The committee members will be chosen by October 15 of each year. In no case
38 shall a member of the committee sit in judgment of ~~her or his~~ their own case or the case of ~~her~~
39 ~~or his~~ their spouse/partner or family member. The immediate AAd of the AEe(s) under review
40 shall not be a member of the review committee. The committee shall elect its own chairman. If
41 any member of the RIF review committee convened for the purposes of the formal proceeding is

1 potentially affected by the recommendation to be submitted, an alternate member shall be
2 immediately elected.

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

- 10
11 a. To review the case of the proposed RIF;
12
13 b. To attend the proceeding and, at the discretion of the presiding officer, to call and/or examine
14 any witnesses;
15
16 c. To hear testimony from all interested parties, including but not limited to other AEEs and
17 students, and review any evidence offered by same;
18
19 d. To arrive at its recommendation in conference on the basis of the proceeding as soon as
20 reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the
21 formal proceeding, except that in cases under Article 13, Section 1, Paragraph D, the written
22 recommendation must occur within seven (7) days after the conclusion of the formal
23 proceeding; and
24
25 e. To write recommendations of the committee which will be sent to the presiding officer, the
26 Chancellor, the affected AEE(s), and the Board of Trustees.

- 27
28 4. **Presiding Officer:** The presiding officer shall be appointed in the following manner. Upon receipt
29 of a request for a proceeding from an affected AEE, the Chancellor shall notify the Board of
30 Trustees and request that the Board appoint an impartial presiding officer who shall be an
31 attorney in good standing with the Bar of the State of Washington and who shall not be, with the
32 exception of administrative law judges, an employee of the state of Washington or any of its
33 political subdivisions or be a member of the Board of Trustees of any community college in the
34 state of Washington; or as provided by RCW 34.05.425. In cases arising under Section 1, Paragraph
35 D, the affected AEE(s) may choose the appointment of a presiding officer as provided for in RCW
36 28B.50.873.

- 37
38 5. **Role of the Presiding Officer:** It shall be the role of the impartial presiding officer to conduct the
39 proceeding in accordance with RCW 34.05. The duties of the presiding officer include:
40

- 1 a. Administering oaths and affirmations, examining witnesses, and receiving evidence (No
2 person shall be compelled to divulge information which ~~she or he~~ they could not be
3 compelled to divulge in a court of law.);
4
- 5 b. Issuing subpoenas;
6
- 7 c. Taking or causing depositions to be taken pursuant to rules promulgated by the institution;
8
- 9 d. Regulating the course of the proceeding;
10
- 11 e. Holding conferences for the settlement or simplification of the issues by consent of the
12 parties;
13
- 14 f. Disposing of procedural requests or similar matters;
15
- 16 g. Making all rulings regarding the evidentiary issues presented during the course of the review
17 committee proceedings;
18
- 19 h. Appointing a court reporter, who shall operate at the direction of the presiding officer and
20 shall record all testimony, receive all documents and other evidence introduced during the
21 course of the proceeding, and record any other matters related to the proceeding as directed
22 by the presiding officer;
23
- 24 i. Allowing the review committee to hear testimony from all interested parties, including but
25 not limited to AEE members and students, and review any evidence offered by same;
26
- 27 j. Preparing ~~her or his~~ their proposed findings of fact, conclusions of law, and a recommended
28 decision as soon as reasonably practicable, but in no event longer than thirty (30) days after
29 the conclusion of the formal proceeding or within ten (10) days in the case of a reduction in
30 force for reasons set forth in Article 13, Section 1, Paragraph D;
31
- 32 k. Sending a recommendation to the Chancellor, the review committee, the affected AEE, and
33 the Board of Trustees;
34
- 35 l. Being responsible for preparing and assembling a record for review by the Board of Trustees
36 which shall include:
37 i. all pleadings, motions, and rulings;
38 ii. all evidence received or considered;
39 iii. a statement of any matters officially noticed;
40 iv. all questions and offers of proof, objections, and rulings thereon;
41 v. his proposed findings, conclusions of law, and a recommended decision; and
42 vi. a copy of the recommendations of the review committee.

- 1
2 **m.** Deciding with advice from the review committee whether the proceeding shall be open to the
3 educational community or whether particular persons should be permitted or be excluded
4 from attendance;
5
6 **n.** Assuring that a transcription of the proceeding is made, if necessary, and that a copy of the
7 record or any part thereof is transcribed and furnished to any part of the proceeding upon
8 request and payment of costs;
9
10 **o.** Taking any other action authorized by rule consistent with this chapter; and
11
12 **p.** In addition, for cases arising under Article 13, Section 1, Paragraph D, following the
13 conditions, procedures, and rights as stated in RCW 28B.50.873.
14

15 **F. Review by Board of Trustees:** The case shall be reviewed by the Board of Trustees as follows:
16

- 17 **1.** The case review shall be based upon the record of the proceeding below and on any record made
18 before the Board of Trustees.
19
20 **2.** The Board of Trustees may permit an opportunity for oral or written argument or both by the
21 parties or their representatives.
22
23 **3.** The Board of Trustees may hold such other proceedings as it deems advisable.
24
25 **4.** The final decision to dismiss or not to dismiss shall rest, based on both the facts and the
26 recommended decision, with the Board of Trustees after giving reasonable consideration to the
27 recommendations of the review committee and the presiding officer. The review committee's
28 recommendations and the findings, conclusions, and recommended decision of the presiding
29 officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the
30 Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion
31 of its review, notify the affected AEE member(s) in writing of its final decision and the effective
32 date of dismissal if appropriate.
33

34 **G. Right to Appeal:** Pursuant to RCW 34.05 as now existing or hereafter amended, any party shall
35 have the right to appeal the final decision of the Board of Trustees within thirty (30) days after
36 service of the final decision. The filing of an appeal shall not stay enforcement of the decision of
37 the Board. Upon the written mutual agreement of the AEE (after consultation with the AHE) and
38 CCS, which includes a waiver by both parties to their statutory rights, binding arbitration may be
39 utilized as an alternative to the appeal process specified in Section 5, Paragraph E of this Article.
40

41 **H. Date of Dismissal:** The effective date of a dismissal for RIF shall be such date subsequent to
42 notification of the Board's final written decision as determined by the discretion of the Board of

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

- 3
4 I. Publicity: Except for such simple announcements as may be required covering the time of the
5 proceeding and similar matters, no public statements about the case shall be made by the AEe,
6 the RIF review committee, the presiding officer, or the Board of Trustees until all administrative
7 proceedings and appeals have been completed.

8
9 **Section 6 - Recall**

- 10 A. **Right to Recall:** Annually contracted AEes who have been dismissed as a result of this article shall
11 have the right to be recalled. Recall shall be in reverse order of RIF by seniority unit to a full time
12 position, either a newly created position or a vacancy, provided the AEe is qualified to perform
13 the needed duties of such a position and meets the minimum qualifications. The period of recall
14 shall extend to September 1, three (3) years after the effective date of RIF. **Employees AEes** on
15 recall status will be mailed copies of position announcements for vacant administrative and
16 annually contracted AEe positions.
- 17
18 B. **Factors Considered in Recall:** Any AEe's past education, training, degrees obtained, and related
19 instructional and occupational experience shall be factors considered for determining
20 qualifications in filling positions. It is the responsibility of the AEe on RIF to furnish the CCS Chief
21 Administration Officer the address to which notices are to be sent and other pertinent
22 information.
- 23
24 C. **Benefits Upon Recall:** Annually contracted AEes upon recall shall retain all previously accrued
25 benefits, such as unused sick leave. No CCS benefits shall accrue or be granted to an individual
26 while on layoff. Benefits may be transferred and/or self-paid to the extent permitted by law.
- 27
28 D. **Chancellor Letter:** In the event of a RIF, the Chancellor shall write a letter, if requested by the AEe,
29 to other employers stating:
30 1. the reasons necessitating the RIF and
31 2. the qualifications of the individual and other pertinent information which may assist in
32 securing a position.
- 33
34 E. **Right of First Refusal:** An AEe on recall shall have the right of first refusal to any part-time
35 assignments in ~~her or his~~ **their** RIF unit(s); provided, failure to accept such assignment shall not
36 alter recall rights to full-time vacancies otherwise established; and further provided nothing
37 herein shall require the Employer to consolidate part-time positions into a full-time position. In
38 the instances where a full-time AEe is on recall status the number of part-time assignments, if
39 any, made in the applicable reduction-in-force unit shall not be increased over the number in
40 existence at the time of reduction-in-force by more than the equivalent of one-half (½) of a full-
41 time load.

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2
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4
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6

~~Section 7-~~ **Section 7 - Program/Unit Elimination**

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

DRAFT

1 ARTICLE 14 - DEPARTMENT CHAIR and PROGRAM LEAD INSTRUCTOR

2
3 **Section 1 - Selection**

4 Selection procedures shall be in accordance with Appendix F. Newly elected department chairs who are
5 serving for the first time will attend an orientation program during the spring quarter of election, jointly
6 presented by the parties to this agreement and focused on common chair duties and responsibilities. The
7 Joint Executive Committee will review content prior to presentation.

8
9 **Co-chair arrangements are acceptable under the following conditions:**

- 10 • **Prior to the department chair election, co-chairs share an initial draft with their department**
11 **outlining a proposed split of the duties and responsibilities, including meeting attendance**
12 • **Co-chairs run as such during the department chair election.**
13 • **A maximum of two (2) AEs can serve as co-chairs.**

14
15 **Section 2 - Duties/Responsibilities**

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

26
27 **A.** The department chair shall coordinate the activities of the department and assist in integrating the
28 work of the department with that of the rest of the college so that the department contributes
29 significantly to the total educational program of the college. These may include, but is not limited to,
30 the following responsibilities:

- 31
32 **1. Scheduling:** coordinate the schedules submitted by the department members and develop a
33 proposed schedule **of class times and modalities** for the department; review the proposed
34 schedule with department members and with the AAd; submit final schedule to the AAd for
35 review and approval; assist in coordinating class schedules with other departments for support
36 classes; inform the department of any revisions to the schedule **as soon as possible. prior to**
37 **publication; upon request of the AAd, alert the AAd, by not later than ten (10) working days prior**
38 **to the end of the preceding quarter, of any academic member who is proposed for assignment at**
39 **150 percent normal load or greater. For department chairs, notice will be provided at more than**
40 **133 percent load. This alert in no way amends rights outlined in Article 4, Section 5 nor implies a**

1 ~~defacto 150 percent maximum assignment limit.~~ For detailed information about prioritization,
2 see Scheduling Matrix (Appendix M).
3

- 4 **2. Budget/Planning:** Coordinate budget/planning information and input from department
5 members as part of the on-going departmental budget development and planning processes;
6 disseminate information provided by the AAd. Upon request, provide
7 information/recommendations about budgetary matters. Recommend to the responsible budget
8 authority on matters requiring that authority's approval. Department chairs should have access
9 to departmental budget information.
10
- 11 **3. Adjunct Academic Employees:** as part of the scheduling process, coordinate the employment of
12 adjunct and hourly AEes; facilitate the evaluation of adjunct and hourly AEes per Article 24,
13 Section 9. Will coordinate with and advise the responsible AAd regarding adjunct/part-time
14 hourly employment actions (i.e. hiring, supervising, firing, approving leave and evaluating).
15
- 16 **4. Equipment:** assist the AAd in establishing and maintaining a department equipment replacement
17 schedule.
18
- 19 **5. Meetings:** call and conduct a minimum of ~~two (2)~~ **one (1)** departmental meetings per quarter;
20 communicate the ~~dates~~ **date** in advance to the AAd and department members; attend meetings
21 as scheduled by the AAd; and request additional meetings as the need arises.
22
- 23 **6. Textbooks:** Coordinate with the AAd, per Article 3, Section 1 the ordering of textbooks used for
24 unassigned sections of courses taught within the department.
25
- 26 **7. Educational Integrity:** facilitates departmental efforts to appraise and maintain instructional
27 integrity, such as ongoing evaluation of the department's offerings and remain informed of
28 programs within the department; stay familiar, where appropriate, with advisory committee
29 issues through either meeting attendance, committee minutes review or other means; facilitate
30 departmental AEes in establishing, ~~and maintaining,~~ **assessing realistic educational standards;**
31 **maintain course and program learning outcomes, and maintaining** content guides; ~~for courses~~
32 ~~offered in the department;~~ become involved in curriculum evaluation and revision; monitor pre-
33 requisites to ensure proper placement and consider related student appeals.
34
- 35 **8. Student Issues:** Serve as the next step in appeal (after the student has met with the AEes) for
36 resolving concerns between students and AEes; where appropriate, refer the student to the AEes
37 to discuss instructional complaints/issues; refer concerns to the AAd when, in the chair's best
38 judgment, it is appropriate to do so (see Article 3, Section 24, Paragraph A; advise students
39 regarding the appropriate venue/process for complaints involving harassment, discrimination
40 and/or similar complaints (per HR requirements).

1
2 **9. Program Coordination:** consider and evaluate off-campus credit for transfer courses which
3 parallel courses within their departments, course substitution, coordinate articulation
4 agreements, and communicate chair-to-chair between campuses; **and, as applicable,**
5 **coordinate communication with advisory committees, and facilitate AEE input for program**
6 **marketing, recruiting, and new student orientation.**

7
8 **10. Information Dissemination:** promptly disseminate information, including AEE development
9 opportunities, received from CCS to all members of the department.

10
11 **11. Department Representation:** serve as a point of contact for CCS on department-related issues,
12 develop, write and submit information regarding department-related issues including affiliated
13 stipends, rewards and awards, position allocation, impacts of granted sabbaticals, ~~outcomes~~
14 **special funding and related matters. Co-chairs may both attend department/division/college**
15 **meetings, but will have no more than one collective vote or voice; co-chairs will only send one**
16 **chair as the department representative at division chair meetings unless co-chairs and the**
17 **AAd mutually agree to include both. It is the attending co-chair's responsibility to inform the**
18 **other co-chair of decisions, discussions, and any other relevant information.**

19
20 **B. Substantive** Changes or additional responsibilities assigned to department chairs (beyond those in
21 Section 2, Paragraph A) that apply district-wide will be brought to joint executive committee for
22 discussion regarding compensation/assignment. When ~~substantive~~ changes or additional
23 responsibilities occur in a specific department that are not applicable across the district, the AAd and
24 department chair will meet to discuss per Section 3 below. When no agreement can be reached
25 regarding duties and stipends, such cases will be referred to the joint executive committee.

26
27 **C. In situations where co-chairs are elected, the co-chairs and appropriate AAd shall meet after the**
28 **election (but prior to the end of that academic year) to review the initial draft of the split of the**
29 **duties and responsibilities. The co-chairs shall submit to the AAd, in writing, a finalized version of**
30 **the split of duties and responsibilities for the following academic year. When needed, co-chairs can**
31 **revise this split of duties and responsibilities, provided any changes are given to the AAd in writing.**

32 33 **Section 3 - Stipend**

34 Department chairpersons will be paid an annual stipend according to the department chair stipend
35 schedule. Assignments beyond those reasonably related to the duties/responsibilities outlined in Section
36 2, including department coordination duties required by new initiatives or projects, may be compensated
37 separately under Article 18, Section 11 or Article 24, Section 6, Paragraph B.

38
39 ~~A.~~ The base pay is \$1750 annually. In addition to this base, department chairs will receive \$475 for each
40 full-time equivalent faculty (FTEF) member assigned to ~~her or his~~ **their** department. The FTEF count will
41 include the following:

- 1
- 2 1. Each full-time AEE within the department (~~except the department chair herself or himself~~),
- 3
- 4 2. Each adjunct AEE's load within the department,
- 5
- 6 3. Full-time AEEs (including the department chair) ~~teaching courses~~ within the department on
- 7 ~~supplemental~~ moonlight contracts, and
- 8
- 9 4. If not already accounted for in the above, AEEs teaching courses that may be offered by an outside
- 10 entity (~~such as WAOL~~) with which CCS has an agreement;
- 11
- 12 5. One FTEF equivalent will be included into the calculation for two (2) or more State required
- 13 Program Advisory Committees within the department.
- 14

15 **Reassignment/release within the department should not be reduced for the purposes of reporting the**

16 **department chair assignment. For full-time AEEs who are partially or fully released from normal**

17 **responsibilities and reassigned outside of their own department,**

18

- 19 1. **If the reassignment/release is to a different department, the reassignment shall be included**
- 20 **in the appropriate department chair's FTEF count.**
- 21 2. **if the reassignment/release is not to any department, it should not be included in any**
- 22 **department chair FTEF count.**
- 23

24 The department chair stipend is compensation for additional responsibilities and duties that exceed those

25 identified as professional responsibilities in Article 4, Section 4 and all time necessary to perform the

26 department chair activities listed above in Section 2, Paragraph A. Department Chair stipends are capped

27 at a maximum of \$13,000 for departments 25 and under FTEF and at \$16,000 for departments over 25

28 FTEF.

29

30 With mutual agreement of the AAd and department chair, the stipend may be used to purchase up to

31 one-third release time at 50 percent of the adjunct replacement cost. Department chairs may purchase

32 additional release time at the full cost of adjunct replacement. All reassigned time for department chairs,

33 if authorized, will be pursuant to Article 4.

34

35 Department FTEF, calculated in fall quarter and comprised of an average of the preceding winter, spring

36 and current fall quarters, the department chair will receive release on the following schedule:

37

38	FTEF greater than/equal to 19.5	=	44.44 percent release from annual contact hours responsibilities
39	FTEF between 13.5 and 19.4	=	33.33 percent release from annual contact hours responsibilities
40	FTEF between 10.5 7.5 and 13.4	=	11.11 percent release from annual contact hours responsibilities

41

1 A department chair is an AEE and must meet ~~her or his~~ **their** professional responsibilities as listed in Article
2 4, Section 4 and the chair responsibilities described in Article 14, Section 2. ~~Supplemental Moonlight~~
3 contracts shall be considered consistent with the terms of Section 2, Paragraph A, 1 above and Article 4,
4 Section 5, Paragraph C and D. Department needs must be met first when assigning ~~supplemental~~
5 **moonlight** contracts.

6
7 For purposes of determining the department stipend, the average annual full-time equivalent faculty in
8 the department shall be based on the actual average full-time equivalent annually contracted, ~~excluding~~
9 ~~the department chair~~, and adjunct and hourly AEEs in the department with state-supported assignments
10 (including eLearning education as defined in Article 5). These criteria apply to the current regular academic
11 quarter as of the tenth (10th) day of the quarter. Such calculations shall be based on adjunct AEEs not
12 otherwise annually contracted. The department chair stipend will be paid with the regular semi-monthly
13 payroll.

14
15 **In situations where co-chairs are elected, the co-chairs and appropriate AAd shall meet after the**
16 **election (but prior to the end of that academic year) to develop, in writing, a split of the department**
17 **chair stipend and release. The total proposed stipend and release shall not exceed the total amount**
18 **applicable to the department.**

19 20 **Section 4 - Meeting with Administrators During the Academic Year**

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

27 28 **Section 5 - Department Size**

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

31 32 **Section 6 - Assigning Academic Employees to a Department**

33 Excluding those teaching in continuing education, non-credit, and self-supporting programs, all AEEs shall
34 be affiliated with an appropriate department. Such implementation shall be referred to the joint executive
35 meetings.

36 37 **Section 7 - Evaluation**

38 An evaluation of each department chair will be conducted by the department members, including eligible
39 adjunct AEEs, and the AAd a minimum of once every two years. In a new department chair's first term, an
40 evaluation will be conducted once each year. The Department Chair Evaluation form is found in Appendix
41 F-1. Comments, if any, will be placed in summary format and shall not disclose the commenter. **However,**

1 **if the wish to do so, the AAd may meet with the chair to discuss their individual comments.** When
2 evaluations, **overall**, indicate a performance issue, the AAd and chair will meet to develop an appropriate
3 remediation plan.

4
5 **For co-chair arrangements, each co-chair shall be evaluated separately, and only on their appropriate**
6 **duties.**

7 8 **Section 8 - Removal**

9 A department chair may be removed from office subject to standards established in Article 3, Section 10.

10 11 **Section 9 - Program Lead Instructor**

12 A program lead AEe may be assigned when there is a program that meets the following criteria:

- 13 1) An AAS degree or certificate granting program, and
- 14 2) A state required advisory committee, and
- 15 3) Specific budget that must be managed by an academic member of the program, and
- 16 4) When there is documented evidence of work described in Article 14, Section 2 that is required
17 of a program AEe that regularly and substantially exceeds the 35-hour workweek generally
18 expected of AEes per Article 4, Section 4.

19
20 The AAd, considering the recommendations of that program's AEes, **and in consultation with the chair of**
21 **that department**, may select a program lead AEe and assign **in writing** a **reasonable** subset of those duties
22 outlined in Article 14, Section 2. Compensation will be a quarterly stipend of ~~\$300~~ **\$600**. **When program**
23 **leads are asked to complete duties outside of the reasonable subset of duties assigned to them from**
24 **Article 14, Section 2, they shall be paid an additional stipend.** The program lead AEe stipend may be
25 divided among any number of AEes in the program with the approval of the AAd. **If the ~~The~~** department
26 chair serves as ~~her or his~~ **their** program's lead, **they shall be** ~~and is not~~ compensated separately for that
27 responsibility. Program and/or clinical directors cannot also be compensated as program leads.

28
29

ARTICLE 15 - RETIREMENT

Section 1 - Retirement, Sick Leave and VEBA CTC Plan

A. Eligible retiring employees are entitled to monetary compensation equal to 25 percent of their compensable sick leave balance paid at the academic employee's (AEe) base salary rate at the time of retirement. The monetary compensation is transferred to a VEBA CTC Health Reimbursement trust account, tax free, and can be used to pay qualified out-of-pocket medical/dental premiums and other qualifying expenses.

AEes eligible for compensation for unused sick leave at retirement are required to participate in the VEBA CTC plan unless the plan is terminated by a vote of the AEe group (see Paragraph C below). As a condition of participation in the plan, AEes must sign an enrollment form which includes a "hold harmless" agreement prior to leaving employment or forfeit all rights for any compensation for unused compensable sick leave.

Compensation for unused sick leave shall not be used in computing the retirement allowance; therefore no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation.

B. Contributions to an employee VEBA CTC Health Reimbursement trust account are made by CCS in exchange for an amount equal to 1 percent (or as amended consistent with Paragraph C below) of the AEe's base salary. Such contributions shall be made on behalf of all group employees and shall be characterized as employer contributions. Individual contribution choices are prohibited. The contributions remain in effect unless modified in accord with Paragraph C below. Eligible AEe groups include annually contracted AEes and adjunct AEes. To be eligible for contributions an employee must have earned salary. To withdraw contributions an employee must be eligible for employer paid insurance benefits. Contributions are considered reportable compensation for retirement reporting purposes.

C. Subject to CCS Administrative Procedure 2.20.02 – F, the VEBA plan remains in effect indefinitely until 10 percent or more of the voting group petitions for a vote to withdraw or change the plan. CCS will notify employees annually of the right to vote on available options. If 10 percent or more of the voting group members petition for a new vote, CCS will distribute a ballot that includes all available plan options to all members of the employee group. Contribution criteria for the new plan will be based on a simple majority of the returned ballots. The new plan will take effect on January 1 of the ensuing year. CCS retains the right to discontinue the program or call for a new vote.

1 **Section 2 - Early Notification of Retirement**

2 Early notification of a **tenured or long-time (i.e. 5 or more years) annually contracted** ~~an~~ AEE's decision
3 to retire or otherwise terminate ~~her or his~~ **their** employment with CCS is desirable so that ample time is
4 available for selection of a replacement and/or planning for a smooth transition.

5
6 To encourage early notification, AEEs are encouraged to complete the early notification agreement which
7 contains these elements:

8
9 **A.** For agreements signed by both parties prior to or on November 1 for retirement to occur on or after
10 the end of the current academic year, the following applies:

- 11
12 **1.** The current academic year will be the final **175-day** contracted year of employment as **an annually**
13 **contracted** ~~tenured~~ AEE.
14
15 **2.** The agreement is irrevocable except in cases of unexpected financial emergency.
16
17 **3.** A one-time incentive payment of \$6,000 will be made with the last paycheck.
18
19 **4.** The payment does not contribute to any retirement plan.

20
21 **B.** For agreements signed by both parties after November 1 but prior to February 1 for retirement to
22 occur on or after the end of the current academic year, the following applies:

- 23
24 **1.** The current academic year will be the final **175-day** contracted year of employment as **an annually**
25 **contracted** ~~tenured~~ AEE.
26
27 **2.** The agreement is irrevocable except in cases of unexpected financial emergency.
28
29 **3.** A one-time incentive payment of \$3,000 will be made with the last paycheck.
30
31 **4.** The payment does not contribute to any retirement plan.

32
33 **Section 3 - Employment as Adjunct Academic Employee Post-Retirement**

34 Following retirement as an annually contracted AEE, the retiree may serve as an adjunct AEE. The earliest
35 possible adjunct start date must be one day after the official retirement date.

36

1 ARTICLE 16 - EMPLOYMENT SCREENING AND SELECTION PROCEDURES

2
3 **Section 1 - Academic Employee Screening Committee**

4 **A.** Screening and selection procedures for annually contracted academic employee (AEe) positions will
5 be conducted according to this article and the CCS affirmative action policy.

6
7 **B.** For each open annually contracted AEe position, a screening committee will be formed, to include:

8
9 1. An AAd,

10
11 2. Three (3) AEes chosen by the **members of the** department in which the new AEe will serve or a
12 related area as identified by the department, **communicated through the department chair.**
13 When possible:

14
15 a. A majority will be from the department in which the new AEe will serve.

16
17 b. Committee membership will be diversified.

18
19 3. A member-at-large (from within or outside CCS) recommended by the AEes **and the AAd** of the
20 committee ~~and the AAd~~.

21
22 At least one committee member will be a content expert in the vacancy's discipline or in a related
23 discipline identified by the department.

24
25 Retired, retiring or separating AEes shall not serve on a screening committee without the express prior
26 approval of the appointing authority

27
28 The appointing authority shall approve the appointments. A stipend (per Section 2 of this article) may
29 be provided.

30
31 **C.** The AAd shall chair the committee and be responsible for calling meetings, coordinating schedules
32 and assignments, and preparing the committee's recommendations.

33
34 **D.** The committee will be advised by the affirmative action officer and/or a Human Resources Office
35 representative about comprehensive, professional screening procedures and processes. These
36 resource persons may attend any meeting of the committee.

37
38 **E.** The HR Office will maintain most recent job announcements by position, and provide templates
39 representative of these announcements to search committees. Sample announcements will indicate
40 which elements are mandatory and which are within the purview of the committee to adapt or
41 modify. The committee will review and adapt the sample announcement to include preferred

1 qualifications or externally required qualifications (or both) that best meet the department's needs.
2 Adaptations and modifications must be consistent with the Master Contract, chapter 131-16 WAC,
3 and CCS affirmative action policy. The draft announcement will be reviewed and approved by the
4 appointing authority and HR. Before forwarding the draft announcement to HR, the appointing
5 authority will inform the committee of any changes, with reasonable time for the committee to
6 respond, or the committee's version will be used. HR will inform the committee of any subsequent
7 changes to the forwarded announcement prior to posting.

- 8
- 9 **F.** The committee will assist with developing recruitment strategies, advising on the scope of posting,
10 screening applicant files, checking references, interviewing candidates, and preparing the
11 committee's recommendations. The committee is charged with recommending three (3) finalists, in
12 alphabetical order with strengths and weaknesses clearly delineated for each finalist, who in the
13 consensus opinion of the committee can perform the functions of the position. If the committee is
14 unable to recommend three finalists the chair may request consideration from the appointing
15 authority to waive this requirement.
 - 16
 - 17 **G.** The appointing authority shall inform the committee of offers of employment or other proposed
18 action relative to the open position.
 - 19

20 **Section 2 - Schedule for Screening and Selection**

- 21 **A.** The screening committee shall adopt a schedule to comply with time frames established by the chair.
22 **Every effort will be made to complete the screening committee work within the 175 contractual**
23 **days.**
- 24
- 25 **B.** In the event ~~the that~~ screening committee **meeting attendance is required on non-contractual days,**
26 ~~work is not completed by the last contractual day of spring quarter,~~ **a stipend will be paid. This**
27 **stipend will not count toward the special project maximum referenced in Article 18, Section 11. If**
28 **the committee work is delayed by up to seven (7) hours over a maximum of two (2) days, the AEe**
29 **members will receive a stipend of \$300 for completion of the screening process. If more than seven**
30 **(7) hours or more than two (2) days are required, a stipend of \$600 will be paid.**

1 ARTICLE 17 - INSURANCE BENEFITS AND PAYROLL DEDUCTIONS

2
3 **Section 1 – Benefits**

4 A. Annually contracted and other eligible academic employees (AEe) shall participate in one of the
5 following retirement plans:

- 6
7 1. TIAA/CREF,
8
9 2. Washington State Teachers Retirement System (WSTRS), or
10
11 3. Washington Public Employees Retirement System (WPERS).

12
13 Effective July 1, 2011, new AEes with no prior WSTRS or Washington Public Employees Retirement
14 System (WPERS) service will be offered the option to either participate in WSTRS 3 or the TIAA-CREF
15 retirement plan. Those AEes who have previously established membership in WSTRS can opt to
16 continue that membership or participate in TIAA-CREF. Those with **previously established**
17 membership in WPERS will be offered the option to participate in WSTRS 3 or TIAA-CREF. Those who
18 fail to make a choice within 30 days will be defaulted into TIAA-CREF.

- 19
20 B. Employer paid insurance benefits are available to annually-contracted and other eligible AEes in
21 accordance with applicable Health Care Authority.
22
23 C. CCS agrees to keep AEes informed of insurance benefits that are available to them.

24
25 **Section 2 - AHE Membership Dues Deductions**

26 A. ~~The~~ AHE shall have the exclusive and guaranteed right of automatic payroll deductions of membership
27 dues for **all enrolled** AEes. ~~The~~ AHE shall provide an automatic payroll authorization form to each AEe.
28 Once an AEe has signed the automatic payroll authorization, **or** dues deductions ~~or representation~~
29 ~~fees~~ shall be continuous thereafter. **Membership can only be terminated by submitting a resignation**
30 **in writing to the Washington Education Association, as stated on the enrollment form. After receipt**
31 **of written confirmation from WEA, CCS will make every effort to implement the revocation within**
32 **two (2) payroll cycles following notice. Termination does not alter an AEe's status as part of the**
33 **bargaining unit as defined in Article 1. ~~The AHE shall submit the automatic payroll authorization to~~**
34 **~~the CCS Human Resources Office for payroll processing.~~** A table of pro-rated annual dues shall be
35 supplied to the CCS ~~Human Resources and~~ Payroll ~~Office~~ **offices** by ~~the~~ AHE to determine monthly
36 dues deductions. **AHE will notify the CCS Payroll Office in writing at least 30 days in advance of any**
37 **changes in its fees.**

38
39 B. ~~The~~ AHE agrees to indemnify CCS and hold it harmless against any and all suits, claims, demands, and
40 liability for damages or penalties that shall arise out of or by reason of any action that shall be taken

1 by CCS for the purpose of complying with the foregoing provision of this Section, provided such action
2 has been authorized by the AEe and such authorization has not been rescinded.

3

4 **Section 3 - Other Payroll Deductions**

5 Upon appropriate written authorization from the AEe, CCS shall deduct from the salary of the employee
6 those items for which CCS is authorized to make deductions, such as but not limited to optional life
7 insurance, long term disability insurance, medical insurance, tax sheltered annuities, credit union or
8 bank deductions, Combined Fund Drive deductions, and U. S. Savings Bonds deductions, provided CCS
9 has the capability to handle the requested deduction without additional expense to CCS, and provided
10 further, such deductions are consistent with applicable state regulations.

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ARTICLE 18 - SALARY SCHEDULES

Section 1 - Annually Contracted Salary Schedule (175 days) — Annual Rate

Step	Fall '15 '19 Annual Salary	Fall '20 Annual Salary
1	\$44,730 \$54,393	\$55,916
2	\$46,067 \$55,927	\$57,493
3	\$47,403 \$57,461	\$59,069
4	\$48,739 \$58,994	\$60,647
5	\$50,075 \$60,529	\$62,224
6	\$51,412 \$62,828	\$64,587
7	\$53,414 \$65,128	\$66,952
8	\$55,417 \$67,428	\$69,316
9	\$57,419 \$69,726	\$71,679
10	\$59,421 \$72,025	\$74,043
11	\$61,424 \$74,325	\$76,406
12	\$63,426 \$76,624	\$78,770
13	\$65,429 \$78,922	\$81,131
14	\$67,431 \$81,220	\$83,494
15	\$69,433	

NOTES TO ANNUALLY CONTRACTED SALARY SCHEDULE: Advancement

- 1) ~~Fall 1997 increments~~ **Increments** are granted prior to any other movement according to Article 18 (Salary Schedules) and Article 19 (Salary Schedule Placement and Movement) of the current Master Contract as amended. **The parties agree that during the term of this Master Contract all earned increment movement, including promotional (tenure) steps, as defined in Article 19, will be fully funded and awarded at the start of the following academic year.**
- 2) All step advancements shall be consistent with Washington state law in accordance with Articles 21 (Savings), 22 (Scope) ~~and~~ 25 (Corrections) **and 26 (Duration)** of this agreement.
- 3) **Nursing faculty see Appendix P**
- 4) ~~AEes starting prior to Fall 1997 will advance from step 4 to step 7 with one (1) increment, thereby skipping steps 5 and 6.~~

Section 2 - Summer School Pay Rate

- A. Annually contracted AEes with ~~state-supported~~ assignments for the summer quarter (**excluding Corrections, see Article 25**) will be paid at 25 percent of their current step, up to **Step 8 the**

~~maximum identified by the following schedule~~, for a full load. All work less than a full load will be paid at a pro-rata fraction of the full load on a normal quarterly basis.

~~1. Summer '15 and thereafter – 25 percent of current step, up to maximum of Step 9~~

- B. Part-time academic ~~assignments~~ assignments, including ~~overloads~~ moonlights, will be paid from the adjunct AEE salary schedule or the appropriate hourly salary schedule.
- C. During summer quarter, any programs offered as “for credit/self-support” will be allocated to the workload category appropriate to that program as listed in Appendix H of the Master Contract and all other relevant sections of the Master Contract, will apply to these assignments.

Section 3. - Adjunct and Hourly Salary Schedules:

(See Article 24)

Section 4. - Stipends for Department Chairs:

(See Article 14)

Section 5. - Stipends for Advisors of Student Clubs and Organizations

- A. The stipend for advisors of student clubs and organizations is as follows and, beginning with the fiscal year approved by college’s ASB ASG fee process, shall be adjusted annually based upon the agreement of the parties per Article 26, Section 2.

Category	A	B	C	D	E	F	G
Number of approved activities	1-2	3	4	5	6	7	8-up
Normal Stipend Effective Fall '15	\$160.50	\$321.00	\$481.50	\$642.00	\$802.50	\$963.00	\$1,123.50
Effective on date of ASB ASG approval, an annual base stipend of \$300, plus...	\$200	\$400	\$600	\$800	\$1,000	\$1,200	\$1,400

B. Stipend Calculation

- 1. Annual base stipend is provided in compensation for basic, non-activity club functions (e.g., organizing, recruiting, maintaining ASG status)

2. An activity may accumulate up to a maximum of two (2) special factors, assuming qualifications are met. The special factors will be chosen from the following list:
 - 1) College-approved competition,
 - 2) Service to the college or community, and
 - 3) Advisor service after the first year.

Each special factor has a stipend per the above.

3. A longevity stipend of \$160.50 (~~Fall '15~~, \$200 effective date of **ASB ASG** approval) shall be granted at the end of the academic year in which earned for each ~~three~~ **five** years of advising the same specific club (**three years pending ASG approval**).

C. The following general guidelines and definitions apply.

1. The club advisor stipend is for time spent with students outside the workload defined in Article 4.
2. Individuals receiving stipends for activity advising shall meet periodically with the Vice President of Student Services or ~~her or his~~ **their** designee.
3. An activity is an approved special event which allows for college-wide or district-wide participation.
4. A special factor must be approved by the College President or ~~her or his~~ **their** designee.
5. The director of student activities will approve the schedule of activities for the appropriate category of remuneration.
6. Category placement is determined in the spring for the current year and is determined by a club's current year's activities and its planned activity calendar for the remainder of the year.
7. The director of student activities shall evaluate the advisor's club and organization activities at the end of each school year and send the results to the Human Resources Office. The applicable stipend amount will be determined and shall be paid at the end of the academic year.

D. Advisor positions are voluntary and are not considered part of the AEE's assigned professional responsibilities as defined in Article 4, Section 4.

E. The appropriate AAd , as defined in the CCS Governance Model for Services and Activities Fees, is responsible for the selection of advisors to student clubs and organizations. On or before October 1 of each academic year, the AAd will identify advisor vacancies. Advisor positions are offered first to

interested AEs. Notice of known vacancies will be provided to the appropriate AHE vice president who will be responsible for seeking and submitting a list of interested AEs to the AAd within ten (10) working days of the request. If no list is provided within ten (10) working days, the offer will be extended to non-AEs. If the offer is given to a non-AE, it shall be treated as a vacancy the ensuing year and reoffered first to AEs.

1. **Mid-year vacancies** – In the event an advisor vacancy occurs during the academic year, the AAd will send a notice of vacancy to the appropriate AHE vice president who will have ten (10) working days from the date of notification of the vacancy to submit a list of interested AEs to fill the vacancy. If no response is provided, the offer will be extended to non-AEs consistent with Paragraph E above.
2. **Student complaints** —Student complaints regarding an advisor shall be processed by the student complaint process (Article 3, Section 24) with the exception that complaints should be processed through the AAd of student funded programs. Complaints not resolved at this level should be forwarded to the appropriate chief student services officer.
3. **Advisor removal** – An advisor may be removed from the position subject to standards established in Article 3, Section 10.

Section 6. - Stipends for Coaches and Assistants

Positions: Group 1— Head Coaches	Men/Women Teams	Annual Stipend Effective-Fall '15
Basketball	M,W	\$8,000
Baseball	M	\$8,000
Track	M,W	\$8,000
Soccer	M,W	\$8,000
Volleyball	W	\$8,000
Softball	W	\$8,000
Strength/Conditioning	M,W	\$8,000
Positions: Group 2— Head Coaches	Men/Women Teams	Annual Stipend Effective-Fall '15
Cross Country	M,W	\$5,000
Tennis	M,W	\$5,000

Golf	M,W	\$5,000
Positions: Group 3— Assistant Coaches	Men/Women Teams	Annual Stipend Effective Fall '15
Volleyball	W	\$3,500
Baseball	M	\$3,500
Soccer	M,W	\$3,500
Track	M,W	\$3,500
Softball	W	\$3,500
Basketball	M,W	\$3,500
Strength/Conditioning	M,W	\$3,500
Positions: Group 4— Assistant Coaches	Men/Women Teams	Annual Stipend Effective Fall '15
Cross Country	W	\$2,750
Golf	M,W	\$2,750
Tennis	M,W	\$2,750
Positions: Group 5— Head Coaches	Men/Women Teams	Annual Stipend Effective Fall '15
Natural Resources	M,W	\$2,523
Rodeo	M,W	\$2,523
Positions: Group 6 — Assistant Coaches	Men/Women Teams	Annual Stipend Effective Fall '15
Natural Resources	M,W	\$1,638
Rodeo	M,W	\$1,638

The above amounts shall be reviewed annually, ~~beginning in fiscal year 2009-10~~, based upon the general salary agreement of the parties per Article 26, Section 2.

Coaching Incentives

- 1) To encourage stability in coaching, coaches will receive the base stipend plus an additional \$1,000 per year incentive for head coaches in group one (1) upon the completion of every three years

holding the same head coaching position and a commitment to three additional years coaching. Head coaches in group two (2) will be paid the base stipend plus an additional \$750 per year incentive for every three years of holding the same position and a commitment to three additional years coaching. Total incentive will not exceed \$7,000 per year (group 1) or \$5,250 per year (group 2). Longevity in position will begin with ratification of the 2008-11 contract. Any break in service not approved by the District Athletic Director or not considered an approved leave of absence will terminate the incentive stipend. Breaks include transfer to another sport or activity.

- 2) Coaching positions can be terminated by either party for mutually agreed upon circumstances, and unilaterally by management for just cause using due process. AEE may cease coaching during the ~~three-year~~ 3-year commitment of the position in question only upon extenuating circumstances or mutual agreement. Coaches will make all efforts to otherwise terminate their coaching positions with one year's advance notice. If, at the end of the ~~three-year~~ 3-year commitment, a coach feels ~~he or she~~ they would be unable to complete the next successive three-year commitment, the coach may, upon mutual agreement, continue to coach and receive the base stipend plus the previous incentive amount attained.

Coach	Compensation	Incentive
Year 1	Base Stipend	Make three-year 3-year commitment
Year 2	Base Stipend	
Year 3	Base Stipend	
Year 4	Base Stipend	Plus \$1,000 (group 1) or \$750 (group 2) for fulfillment of a 3 year 3-year commitment and committing to an additional three years
Year 5	Base Stipend	Plus \$1,000 (group 1) or \$750 (group 2)
Year 6	Base Stipend	Plus \$1,000 (group 1) or \$750 (group 2)
Year 7	Base Stipend	Plus \$2,000 (group 1) or \$1,500 (group 2) fulfillment of a 3 year 3-year commitment and committing to an additional three years
Year 8	Base Stipend	Plus \$2,000 (group 1) or \$1,500 (group 2)
Year 9	Base Stipend	Plus \$2,000 (group 1) or \$1,500 (group 2)

Section 7 - Stipends for Allied Health Program Directors

An annual stipend of \$3500 will be paid to AEEs in accredited allied health programs who have been designated program directors in recognition of the program accreditation responsibilities which require activities beyond the thirty-five (35)-hour work week.

Section 8 - Stipends for Allied Health Clinical Education Director

A minimum of 10 percent quarterly workload or a minimum of \$700 quarterly stipend will be assigned to

AEes in an accredited allied health program that requires a Clinical Education Director. This is in recognition of the program accreditation responsibilities required, such as but not limited to: schedule students into clinical sites, coordinate with clinical sites managers, assist in setting up preceptors, maintain and develop clinical agreement/contracts, conduct student orientations to site with appropriate paperwork and clinical documentation, make provisions for computer documentation or other paperwork (currently EPIC and MEDITECH), maintain appropriate numbers and sites with a trained preceptor, work with the program director on accreditation reports, submit clinical syllabi, re-scheduling, and handle on-site issues that are contract related. These duties are in addition to any duties the AEe has as instructor in these program and program classes.

Section 9 - Stipends for Program Lead Instructor:

(See Article 14)

Section 10 - Study Abroad Program and Compensation for Related Duties

Study abroad programs include any number of arrangements by which, students complete part of their educational program outside of the United States. Program guidelines, including compensation for associated duties, are as outlined by Administrative Procedure #4.70.01-A.

Section 11 - Special Project Stipend

A project stipend may be provided for extraordinary and other special circumstances beyond the expected regular AEe workload. A special project must have a definable beginning and end. This section is inappropriate for on-going assignments. An AEe may make application for a special project to the AAd, who shall consider and approve the project as appropriate for this section, or the AAd may authorize the stipend as a part of any assigned project. ~~An AEe may not be awarded stipend(s) that total more than \$12,000 per fiscal year.~~ **AHE will be given a list each year (before the start of Fall quarter) of all special project stipends paid during the prior academic year.**

Compensation agreements for course design, refreshment, and maintenance should be mutually negotiated prior to the commencement of the work. The ~~academic employee~~ **AEe** developer is entitled to an AHE representative during such negotiations.

Section 12 - Compensation for Prior Learning Assessment

Duties related to the evaluation of prior learning credit, including portfolio evaluation and challenge testing (including test creation, administration and scoring) will be compensated at \$25 per credit attempted by the student. This rate applies without regard to the number of credits ultimately awarded. Validation of cross-walks will be paid separately via special project stipend (Section 11).

Section 13 - Compensation for College in the High School

CCS AEes will be compensated **\$600** for the development and mentorship of **each class the course(s)** taught in the K-12 semester ~~course~~ for ~~College in the High School~~ **CiHS** credit **(see Article 4, Section 5, paragraph H)**. CCS AEes mentors will be reimbursed for vicinity travel/sustenance and paid at the non-

instructional mode per hour (per Article 24, Section 6, Paragraph C) for travel to rural sites that occurs outside of the AEE's total weekly responsibilities.

Section 14 - Compensation for Independent Study

Independent study shall not be included in workload computations. Approved independent study contracts shall be paid on the basis of fifty dollars (\$50) per credit, per student participant, per quarter.

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1 ARTICLE 19 - SALARY SCHEDULE PLACEMENT AND MOVEMENT
2

3 **Section 1 - Requirements for Initial Employment for Tenured, Annually Contracted Academic**
4 **Employees**

- 5 **A.** All new liberal arts academic employees (AEe), including counselors and librarians, must have an
6 earned master's or doctor's degree from an accredited institution with emphasis in their teaching
7 area.
8
- 9 **B.** If no master's degree exists in the teaching area, the appointing authority (College President or
10 Chancellor) may grant a one-time exception. When such exception is granted, the appropriate vice
11 president and the AEe will develop a plan to obtain a master's degree or equivalent.
12
- 13 **C.** All new adult education AEes must have an earned master's degree in adult education or a related
14 field from an accredited institution.
15
- 16 **D.** All new professional/technical AEes must have (per WAC 131-16):
17
- 18 1. An earned master's degree from an accredited institution appropriate to the position, or
 - 19
 - 20 2. An earned bachelor's degree from an accredited institution appropriate to the position and
21 professional field expertise appropriate to the position, or
22
 - 23 3. If neither a master's or bachelor's degree appropriate to the position is generally available (as
24 determined by the appointing authority), then the **employee AEe** shall be particularly qualified to
25 provide instruction by possession of all of the following:
26
 - 27 4.
 - 28 1) Sufficiently broad and comprehensive training in the field, and
 - 29 2) Appropriate, industry recognized certification when available, and
 - 30 3) Two years of relevant, current work or teaching experience that particularly qualifies the
employee AEe to provide instruction in the area of specialization.
- 31
- 32 **E.** All new dually certified AEes must:
33
- 34 1. Have a master's degree with emphasis in their teaching area, and must be able to meet state
35 professional/technical certification requirements, or
36
 - 37 2. The department, with concurrence of the appointing authority, may propose a generally
38 recognized industry standard professional certification/license as a minimum qualification, in lieu
39 of a master's degree.

1
2 **F.** The appointing authority will, at the time of hire, inform new AEes in programs requiring special
3 licensure and/or certification that specific circumstances exist. The appointing authority is also
4 responsible for ensuring that affected **employees AEes** are kept informed in a timely manner of
5 these special circumstances and in no case later than February 1 of the calendar year the
6 license/certification expires (see also Article 3, Section 13). **Employees AEes** in programs requiring
7 special licensure or certification must meet and maintain all minimum requirements of the
8 appropriate licensing or accrediting body, or SBCTC regulations for professional/ technical
9 educational certification, or both.

10 11 **Section 2 - Requirements for Initial Employment for Non-Tenured, Annually Contracted Employees**

12 Section 1 requirements apply to annualized AEes, with the exception that where a master's degree is
13 required, an annualized AEe in the final year of a master's program may be granted an exception by the
14 appropriate vice president provided the AEe obtains a related master's degree prior to employment
15 contract renewal.

16 17 **Section 3 - Placement of New Academic Employees on the Salary Schedule**

18 The appointing authority may place a new AEe on salary schedule Steps 1, 2, or 3.

19 Based on (but not limited to) listed qualifications for the position, placement **is generally expected to**
20 **shall** be:

- 21 1) Step 1 for those who meet minimum qualifications
- 22 2) Step 2 for those who meet **a subset of** the preferred qualifications
- 23 3) Step 3 for those who **meet (or exceed)** the preferred qualifications

24
25 **New AEes may appeal initial placement prior to commencing employment with CCS (and up through**
26 **their first year of employment) with AHE representation.**

27 Exceptions to initial salary placement beyond Step 3 may be made in instances where the appointing
28 authority (College President or Chancellor) determines that such action would be in the best interest of
29 CCS.

30
31 However, an AEe's education, experience, or both cannot be used for initial placement beyond Step 3 and
32 then used again for subsequent step movement when the **employee AEe** reaches **Step-7 Step 6** (the
33 "gate"). The appointing authority and the **employee AEe** will, at the time of hire, agree to and sign
34 documentation to this effect.

35
36 AHE will be notified of **all new hires and their** initial placements **beyond Step-3. (Article 8, Section 14)**

37 38 **Section 4 - Grandfather Clause**

39 PIU/PDUs cannot be earned after August 31, 2009, or submitted for credit after September 30, 2009. AEes
40 were notified July 1, 2009, of:

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2
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- A. unused PIUs/PDUs previously earned, and
- B. prior work experience as yet unused for salary step movement

Movement beyond ~~step 7~~ **step 6** (i.e. the “gate”) will be based on cumulative PIUs and total years of service per the provisions of the 2005/08 Master Contract. Once through the “gate” further advancement will be subject to two-year holds ~~on steps 8, 9 and 10 and three-year holds for steps 11 through 15~~, provided that cumulative PIU requirements are met. Advancement to steps ~~14 and 15~~ **13 and 14** has the additional requirement of 15 PIUs per step earned since AY2005/06.

Once previously banked advancement credits are exhausted, all AEes will advance per the criteria established in **Section 5. ~~the 2008-11 or subsequent contracts.~~**

Section 5 - Salary Step Advancement

An AEe may advance on the salary schedule (in addition to any “banked” step movements earned under prior contract requirements) as defined below:

AEes may advance one (1) salary step every two years, ~~up to and including step 10, or one (1) salary step every three years from step 11 to step 15~~, provided the **AEe employee**:

- 1) Completes one CCS training program from Paragraph A, 1, one training program from subsection A(b), one training program from Paragraph A, 3 and one training program from Paragraph A, 4 below, and
- 2) Submits, by June 30 of each year, an annual summary of their professional development activities (see Paragraph B).

A. CCS Training Programs

During each salary step advancement period, the AEe is expected to complete and receive credit for one training program from 1, one training program from 2, one training program from 3 and one training program from 4 below:

- 1.** Family Educational Rights and Privacy Act (FERPA)/Washington State Ethics Law
- 2.** AEe Instructional/Service Development
- 3.** CCS Safety and Security Practices
- 4.** Completion of one additional CCS training program of the AEe’s choice (a.k.a. “A la Carte”).

Prior to being offered, on-line training programs will be reviewed by the CCS/AHE Joint Executive Board.

1 Content from training categories 1, 2, 3 will be offered to new AEes in a traditional (i.e. on ground) format
2 during the AEe's probationary period. To qualify for step advancement all new annually contracted AEes
3 must attend these required on-ground trainings within their first two (2) years of employment. If on-
4 ground training is not completed in the first two (2) years, eligibility for step advancement is extended
5 one full year and continues to be extended each time the requirement has not been met by the following
6 June 30.

7
8 Once the new **employee AEe** on-ground training has been completed, AEes may thereafter complete
9 online versions of each training program, available 24/7 from July 1 through June 30. Online versions
10 will not exceed 50 minutes in duration. Additional CCS-offered programs, provided in a variety of
11 formats, may also be used for advancement credit. The Human Resources Office will assign all programs
12 to a category per this section. Verification of attendance/completion will be obtained by customary
13 means and credit awarded.

14
15 AEes will be able to verify online when they have successfully completed sessions. **At the beginning of**
16 **each spring quarter, Prior to May 15,** the Human Resources office will **send a message to all AEes**
17 **informing them how to check their progress toward step advancement. ~~notify AEes in writing of~~**
18 **~~trainings completed, as well as any further requirements needed to advance to the next salary step.~~**

19
20 CCS training programs may also be used as an activity for purposes of professional/technical certification,
21 consistent with Section 8.

22
23 Note: If an AEe is the supervisor of record for paraprofessional staff (per Article 3, Section 17, Paragraph
24 B), then completion of CCS's supervisory certification training program is required (per
25 Administrative Procedure 2.00.01-B and WAC 357-34). Supervisory certification counts as a CCS
26 training under Paragraph A, 4 (a.k.a. "A la Carte"), with the exception that the format and length
27 are mandated by the State of Washington.

28
29 In the event an action is filed against an AEe for performance of the duties of **her or his their** employment,
30 the AAd(s) will recommend indemnification to the Board of Trustees, provided the AEe has completed the
31 appropriate training programs and has made a good faith effort to comply with the rules, regulations, and
32 procedures contained therein.

33 34 **B. Summary of professional development activity**

35 To advance a salary step, the AEe will annually submit, **by June 30**, a summary of their professional
36 development activities for that year (See also Article 10, Table 2).

37
38 For purposes of salary step movement, the annual summaries will list the successful completion of at least
39 one (1) professional activity per year representing skills improvement, maintaining currency in the area(s)
40 of professional responsibility, demonstrating community activism or service, and validating the
41 importance of life-long learning. Professional development activities need only be listed, and former
42 criteria of hours spent, justification, agendas, and reading lists are not required.

1
2 Annual summaries submitted for step advancement will be acknowledged by the AAd as received, but not
3 otherwise evaluated, assessed, scored, or challenged. AEes who have not been evaluated, or whose
4 evaluations have been delayed for reasons beyond their control, shall not be prevented or delayed from
5 an earned salary step movement.

6
7 Per Article 3, Section 12, Paragraph B, employment contracts issued prior to the conclusion of salary
8 negotiation may be based on the AEe's salary currently in effect but noting that the stated salary will be
9 adjusted consistent with the outcome of those negotiations.

10
11 **Section 6 Time on Step**

12 For purposes of step advancement, AEes hired after the beginning of an academic year will be credited a
13 full year of time-on-step only if employed 87 or more contractual days during their first year of
14 employment. Otherwise, time-on-step will commence the following year.

15
16 **Section 7 Tenure Step**

17 In recognition of the additional responsibilities of tenured AEes, AEes initially placed on steps 1 through ~~7~~
18 **step 6** will receive one (1) step advancement at the start of the next fall quarter after tenure has been
19 granted. This tenure step will be in addition to any regular increment step that may have been earned.
20 AEes initially placed on ~~steps 8~~ **step 7** or higher will not receive a tenure step advancement.

21
22 **Section 8 Step Advancement at and Beyond ~~Step 7~~ Step 6**

23 Upon completing ~~step 7~~ **step 6** (a.k.a. "the gate"), AEes hired after the adoption of the 2009-12 contract
24 (or those hired earlier who have elected to advance upon criteria established in the 2009-12 contract)
25 may advance multiple steps based upon the following:

26
27 **A.** AEes who have an earned doctoral degree from an accredited institution; or who have 8 years of
28 related professional experience earned outside of CCS employment will be advanced two additional
29 salary steps and move to ~~step 10~~ **step 9**.

30
31 **B.** AEes who have an earned master's degree from an accredited institution or have 4 years of related
32 professional experience earned outside of CCS employment will be advanced one additional salary
33 step and move to ~~step 9~~ **step 8**.

34
35 **1)** Related Professional experience is considered to be holding a position of responsibility that
36 directly relates to the skills needed while in CCS employment.

37 **2)** One year's related professional experience in an academic setting is considered to be a full
38 load per teaching category where the **employee AEe** has full responsibility for the class
39 setting.

40 **3)** Two calendar years of ~~half-time~~ **half-time** teaching/employment equate to one year of related
41 professional experience.

1 4) One year's related professional experience outside academia is considered to be 2,080
2 compensated hours per year.

3 5) Unless previously used for advanced step placement under this Article, current CCS
4 ~~employees~~ AEes may use past CCS experience as "related professional experience."

5
6 The appointing authority will review and resolve issues regarding related professional experience. After
7 attainment of ~~step 8~~ step 7 or higher, earning a first or supplemental academic degree from an accredited
8 institution of higher education will result in one additional step movement per degree earned.

9
10 ~~For an example of Step movement see Appendix M.~~

11
12 **Note: Nursing faculty see Appendix P**

13
14
15 **Section 9 Professional/Technical Certification**

16 **A. Certification**

17 Certification is a condition of continued employment for all professional/technical education personnel,
18 per WAC 131-16-~~092~~ 094.

19
20 **B. Initial Certification and 3-Year Professional Development Plan**

21 The institution's chief professional/technical AAd will issue initial certification to new
22 professional/technical AEes at the time of hire. Initial certification lasts three years and requires the AAd
23 and the AEe (with approval by the chief professional/technical AAd) to develop a professional
24 development plan during the first quarter of employment.

25
26 This plan identifies priorities for the AEe's professional growth in the skill standards listed in Paragraph C
27 of this Section. The initial plan activities will include, at a minimum:

- 28
29 1. Attendance at quality instructional skills course(s) or program(s) which focuses on identified
30 professional development skill standards (equals 1 activity per course/program). The chief
31 professional/technical AAd may exempt this requirement if ~~she or he determines~~ they determine it
32 appropriate.
33
34 2. If first aid certification is required, one first aid course to include specific training in CPR and blood
35 borne pathogens and resulting in first aid certification during the first quarter of employment, or if
36 first aid certification is not required, another activity during the three-year plan (equals 1 activity).
37
38 3. Attendance at the new professional/technical AEe orientation program per WAC 131-16-093 (equals
39 1 activity).
40

1 4. Initial certification is not renewable. The college's or unit's chief professional/technical AAd is
2 responsible for ensuring the courses, training, or programs listed above are available annually.
3

4 **C. Standard certification**

5 Standard certification shall be issued by the chief professional/technical AAd only upon completion of the
6 requirements of the initial certification's professional development plan. Standard certification must then
7 be renewed on a five-year cycle thereafter.
8

9 To maintain standard certification, the professional/technical AEe and the AAd must mutually develop
10 and the chief professional/technical AAd must approve a professional development plan (see Appendix J)
11 consistent with the provisions of WAC 131-16. The AEe must complete the plan prior to the next cycle.
12 Each plan will focus on professional development priorities that advance the following skill standards:
13

- 14 1. Managing learning environments
- 15
- 16 2. Developing outcomes, assessments, and curricula
- 17
- 18 3. Developing and reviewing programs
- 19
- 20 4. Providing student instruction
- 21
- 22 5. Providing support and guidance to students
- 23
- 24 6. Performing administrative functions
- 25
- 26 7. Creating and maintaining a professional environment
- 27
- 28 8. Promoting the program and recruiting students
- 29
- 30 9. Learning and adapting new technologies
- 31
- 32 10. Performing program management functions
- 33

34 **D. 5-Year Professional Development Plan for Standard Certification**

35 Using the skill priorities listed in Paragraph C of this Section above and the professional development plan
36 form (Appendix J), the professional/technical AEe shall develop an individualized plan for each five-year
37 cycle.
38

39 At a minimum, the plan shall:
40

- 41 1. Address the AEe's ability to provide student instruction, manage learning environments, and develop
42 outcomes, assessments, and curricula

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2. Require completion of no fewer than five (5) professional development activities that demonstrate achievement of the skill priorities identified

3. Identify each activity’s anticipated measurable outcome and anticipated completion date

Completion dates are intended to allow the AEe to monitor ~~her or his~~ their own progress. One activity may apply to multiple skill priorities.

E. Activity completion

Each professional/technical AEe is responsible for documenting how accomplished activities satisfy ~~her or his~~ their development plan.

The chief professional/technical AAd is responsible for certification, via the standard approval form (Appendix I) **or the annual Summary of Professional Development Activity.**

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ARTICLE 20 - GRIEVANCE PROCEDURE

Section 1 - Definition and Procedure

Prior to starting the grievance process, the parties should make every effort to resolve any problems informally.

A grievance is hereby defined as a complaint by an AEE(s) or the AHE regarding the interpretation or application of the terms of this contract by CCS. An individual AEE or group of AEEs shall have the right to present grievances in accordance with Article 3, Sections 9 and 10. All grievances shall be processed through the AHE president or ~~her or his~~ **their** designee. Working day, as used in this article, shall mean an employee contracted day. (Between spring and fall quarters, working day shall mean calendar days exclusive of holidays and weekends.) Such grievances shall be handled in the following manner.

- A. At step one, the grievant and the AHE representative, if requested by the grievant, may orally present the alleged grievance to the appropriate AAd. Resolution, if any, shall be reduced to writing, and a copy forwarded to the AHE and the Vice Chancellor for Human Resources. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated, and signed by the AEE and the AHE representative and shall state the specific factual basis of the grievance, the provision or provisions of the contract involved, and the remedy sought (per Appendix G). The College President or Executive Vice President shall be given the written and dated original grievance. The College President or Executive Vice President shall answer the grievance in writing within fifteen (15) working days thereafter and shall concurrently send a copy of the grievance and the answer to the AHE.
- B. At step two, if no settlement is reached at step one, the written grievance may be submitted to the Chancellor or ~~her or his~~ **their** designee provided it is filed with the Chancellor or ~~her or his~~ **their** designee not more than ten (10) working days after it is answered in step one. A representative(s) of the AHE shall be present at any meeting called to consider the grievance at this step. The Chancellor or ~~her or his~~ **their** designee shall send ~~her or his~~ **their** written answer to the AHE within fifteen (15) working days. Such answer shall be deemed to be the position of CCS.
- C. At step three, if no settlement is reached at step two, by mutual agreement the matter may be referred to mediation, or the AHE at its sole discretion within twenty-five (25) working days after the date of the step two answer may request by written notice to the Chancellor and the American Arbitration Association that the grievance be arbitrated, provided the grievance presents an arbitrable matter as herein defined.

Section 2 - Time Limits

With respect to Section 1 of this article, the following time limits are established.

- A. Any grievance not presented in writing as provided in step one (or step two at the discretion of the AHE) of Section 1 above within twenty-five (25) working days after the grievant becomes aware of the facts on which the grievance is based shall be waived for all purposes.
- B. Other time limits may be extended by written mutual agreement of the parties.

Section 3 - Arbitration Rules

- A. Matters subject to arbitration shall be referred to the American Arbitration Association under voluntary rules except that the selection of the arbitrator shall be by alternately striking an equal number of names. The party to strike first shall be determined by flipping a coin. Expedited rules and procedures of the American Arbitration Association may be utilized upon the written consent of the parties.
- B. Grievances initiated during the duration of this contract shall be fully processed in accordance with the terms of this article.
- C. Past practice claims concerning matters not specifically and expressly covered by this contract shall have been consistently applied and mutually understood over a significant period of time.
- D. The decision of the arbitrator shall be final and binding upon CCS, the AHE, and the AEe(s) affected consistent with the terms of this contract.

Section 4 - Jurisdiction of Arbitration

Jurisdiction of the arbitrator is limited to the following:

- A. All terms and conditions of this contract and any letter or memo of understanding added to this contract signed by the AHE and CCS are subject to arbitration.
- B. An arbitrator has jurisdiction to interpret specific terms of this contract which are applicable to the particular issue presented, but such jurisdiction shall not give the arbitrator authority to supplement, modify, or amend any terms or conditions of this contract.
- C. The rendition of a decision or award shall be based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other and the matters presented in the written briefs of the parties.
- D. Upon request of either party, the merits of a grievance and the procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator who shall resolve the arbitrability of a grievance before hearing the merits of the grievance; in order for either

party to claim the grievance is not **arbitrable** ~~arbitratable~~, such a claim(s) must be made known to the other party along with the supporting reasons at the step two level.

- E. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

Section 5 - Arbitrator Fees

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

Section 6 - Grievance Participation

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Requests by the AHE for information needed for processing any grievance shall not be unreasonably denied. Grievance hearings shall be conducted during normal working hours consistent with minimal interference of instructional duties. AEs testifying in such hearings shall suffer no loss of pay.

ARTICLE 21, 22, 23 – (No changes)

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1 ARTICLE 24 - ADJUNCT ACADEMIC EMPLOYEES
2

3 **Section 1 - Scope of Article 24**

4 This article refers only to adjunct academic employees (AEe) of CCS, and provisions in the contract shall
5 not be construed to include adjunct **employees AEes** except those contained herein.
6

7 **Section 2 - Definition of Adjunct Academic Employees**

8 A. Adjunct AEes shall mean all individuals defined by Article 1, Section 3, Paragraph B.
9

10 B. Adjunct AEes are recognized as essential, professional contributors to the educational mission of CCS
11 and play an essential role in providing students with a quality and affordable education. Adjunct
12 **employees AEes** make major contributions to student learning, program excellence, and in furthering
13 the mission of community and technical colleges. CCS encourages the involvement of adjunct
14 **employees AEes** in the on-going operation of the colleges and CCS, and in shared governance
15 activities. CCS is committed to establishing a FT/PT faculty ratio that is fair and that enables the
16 colleges to provide quality education. Each college shall periodically assess its use of adjunct AEes per
17 accreditation standard 4.A.10 and develop a plan for adjustment of FT/PT ratios, as determined
18 appropriate, given this commitment and consistent with this standard and best practices established
19 by the State Board of Community and Technical Colleges.
20

21 C. The terms of Article 24 shall also be fully applicable to annually contracted **employees AEes** during
22 such time that they are performing duties beyond those required to maintain full time status.
23

24 D. It is recognized that adjunct AEes are solely responsible for teaching assigned classes, which is
25 generally agreed to include the following responsibilities:
26

- 27 1) Meeting scheduled classes at scheduled times
 - 28 2) Class preparation and for assessing students
 - 29 3) Student consultation
- 30

31 Adjunct AEes are welcome to participate in appropriate departmental, division and other college/ CCS
32 meetings and events.
33

34 **Section 3 - Limitations of Adjunct Employment**

35 A. Employment in an adjunct position or combination of such positions shall not constitute full time
36 employment with CCS.
37

- 1 **B.** All parties understand that adjunct AEE assignments are temporary, non-continuous, and less
2 than full time and shall not be considered a career path to annually contracted academic positions
3 with CCS.
4

5 **Section 4 - General Provisions Applicable to Adjunct Academic Employees**

6 The following provisions shall be applicable as specified.
7

- 8 **A.** Articles 1 (Recognition), 2 (Mgt. Rights), 8 (AHE Rights), 14 (Department Chair), 21 (Savings), 22
9 (Scope), 23 (Impasse), and 24 (Adjunct) are applicable as written.
10
- 11 **B.** Article 3, Sections 1, 2, 3, 4, 5, 6, 9, 11, 13, 14, 15, 18, 19, 20, 21, 22, 23 and 24 are applicable as
12 written.
13
- 14 **C.** Article 3, Section 10. Right to Due Process shall be applicable during the time between the beginning
15 and ending date specified in the individual contracts and shall not apply to any renewals of such
16 assignments. In case of funding or enrollment problems, due process shall not be applicable until after
17 the first three (3) class meetings. This exclusion of due process does not exclude just cause.
18 See Section 8 regarding Associate AEEs.
19
- 20 **D.** Article 7, Section 5 – Civil Duty Leave.
21
- 22 **E.** Article 3, Section 12. Individual Contracts shall not be applicable; however, all adjunct AEEs (excluding
23 timesheet assignments) shall be supplied an individual contract delineating the contract pay, the
24 duration of assignment, and other relevant data.
25
- 26 **F.** Article 13 Reduction-in-Force shall not be applicable to adjunct **employees AEEs**; provided, however,
27 past service, qualifications of the **employee AEE**, and program requirements shall all be considered
28 regarding any reduction of AEEs.
29
- 30 **G.** Article 20, Section 1, Paragraph D applies to all professional/technical adjunct **employees AEEs**. Article
31 19, Section 9, Paragraph C applies to all adjunct professional/technical **employees AEEs** teaching two-
32 thirds (2/3rds) full-time load or more for the equivalent of three quarters, excluding summer.
33
- 34 **H.** Article 20, Section 1, Paragraphs A and F applies to non-professional/technical adjunct **employees**
35 **AEEs**, with the exception that when the adjunct AEE is assigned to one third (1/3rd) or less of a normal
36 annual load, **she or he they** may minimally qualify with a Bachelor's degree from an accredited
37 institution in the field of that position's educational service and appropriate professional expertise. If
38 a separate program accreditation dictates adjunct qualifications beyond those outlined above, those
39 program standards will apply.
40

- 1 I. Article 19, Section 1, Paragraph C applies to all adult education adjunct **employees AEes** with the
2 exception that the adjunct may alternately qualify with a bachelor’s degree from an accredited
3 institution and professional experience necessary to carry out their assigned instructional
4 responsibilities.
- 5
- 6 j. Article 20, Grievance Procedure shall be applicable to adjunct AEes regarding the administration of
7 the terms of this article.
- 8

9 **Section 5 - Adjunct Academic Employee Workloads and Compensation**

10 **A.** Adjunct AEe workloads shall be assigned as follows:

- 11
- 12 1. Adjunct AEes normally have a maximum workload assignment of 90 percent of a 100 percent load
13 each quarter as defined in the adjunct salary schedule and 270 percent maximum annual
14 workload for fall, winter, and spring quarters combined. All contracted, in-class assignments
15 within CCS are cumulative in determining the total percent load. These maximum workloads have
16 been established to ensure that adjunct AEes are appropriately utilized consistent with Sections
17 2 and 3 of this article, and the appropriate AAd will monitor adjunct total workload considerate
18 of this intent.
- 19
- 20 2. Adjunct AEes contracted for fifteen (15) or more contact hours per week **may shall be eligible for**
21 **receive one (1) paid ~~student accessibility~~ office** hour per week in addition to the established
22 contact hours. Utilization of such office hour shall be arranged with the appropriate supervisor
23 and will not count against maximum load.
- 24
- 25 3. Adjunct AEes shall not have an offered quarterly assignment canceled two (2) weeks prior to
26 contracted assignment to accommodate a full-time academic **supplemental moonlight** contract.
27 Where full-time assignment is necessary to maintain that full-time AEe’s load requirement the
28 adjunct assignment may be canceled.
- 29
- 30 4. Adjunct AEes shall be paid the appropriate portion of their contract for meeting a credit class that
31 is subsequently canceled.
- 32

33 **B. Benefit eligibility**

- 34
- 35 1. Adjunct AEes with in-class teaching assignments that are equal to or exceed the following
36 workload requirements shall receive insurance benefits per Article 17, Section 1, Paragraph B,
37 starting the second consecutive quarter.
- 38

Average Contact Hours	
Category	Per Week For the Quarter
A	7.5
B	9.0

1	C	10.0
2	D	11.0
3	E	11.5
4	F	12.5
5	G	14.0
6	H	17.5
7	I	15.0

- 8
- 9 **2.** Adjunct AEEs with in-class teaching assignments that are equal to or exceed the following
- 10 workload requirements are eligible for retirement benefits per Article 17, Section 1, Paragraph A,
- 11 starting the second consecutive quarter.

12

13 **Average Contact Hours**

14 Category	15 Per Week for the Quarter
15 A	7.5
16 B	9.0
17 C	10.0
18 D	11.0
19 E	11.5
20 F	12.5
21 G	14.0
22 H	17.5
23 I	15.0

- 24
- 25 **3.** Counselor and librarian assignments are considered in-class teaching for these purposes.

26

27 **C. Development Leave**

- 28
- 29 **1.** Leave with pay may be allowed at the discretion of the College President or ~~her or his~~ **their**.
- 30 designee to enable adjunct AEEs to make visitations to observe methods, approaches, and
- 31 techniques for the purposes of coordinating programs and improving instruction and/or service
- 32 to students. CCS may pay the expenses incurred by such visitations to the extent authorized by
- 33 law and other applicable regulations.
- 34
- 35 **2.** Adjunct AEEs may attend at the discretion of the College President or ~~her or his~~ **their** designee
- 36 state, regional, and national meetings or conferences of their academic disciplines or occupational
- 37 specialties. CCS may pay the expenses incurred by such visitations to the full extent authorized by
- 38 state laws and local regulations as now existing or hereafter amended.
- 39
- 40 **3.** AHE Leave as outlined in Article 8, Section 10 may also apply.

41

42 **D. Adjunct Academic Employee Sick Leave**

43

- 1 **1. Sick Leave Accrual:** Adjunct AEes, ~~excluding those teaching community service~~ are eligible for
2 sick leave as follows:
3
- 4 **a.** Following the first quarter of employment adjunct AEes shall begin accruing sick leave in
5 proportion to their teaching commitment for that quarter.
6
- 7 **b.** Adjunct AEes will the prorated portion of 5.32 hours of sick leave per month for each month
8 of a contracted ~~in-class~~ **in-class** teaching assignment. **Starting July 1, 2020, adjunct AEes on**
9 **contracted assignments will earn one hour per month for every hour worked in an average**
10 **day for that month.** Adjunct counselor and librarian assignments are considered in-class
11 teaching for these purposes. Leave will be accrued at the end of each academic quarter and
12 posted to the AEes sick leave account. At no time shall the total hours of sick leave earned per
13 month exceed ~~5.32~~ **7** hours.
14
- 15 **c.** Sick leave accrued according to this article will accrue from year to year without limit provided
16 the adjunct ~~employee~~ **AEe** maintains active employment.
17
- 18 **I.** Active employment for purposes of this article is an in-class teaching assignment of at
19 least one class during (1) quarter out of every four (4) including summer quarter.
20
- 21 **II.** An adjunct AEe returning to CCS employment within three years following active
22 employment may petition for reinstatement of their previously accrued sick leave
23 balance. Failure to petition for reinstatement of sick leave within the first year of
24 reemployment will result in the loss of any previously accrued sick leave.
25
- 26 **d.** Any unused accruable and non-compensable sick leave accrued prior to the effective date of
27 this contract will be maintained in the adjunct AEe's non-compensable sick leave account
28 provided the ~~employee~~ **AEe** maintains active employment as defined in Section 5, Paragraph
29 D, 1, c of this article.
30
- 31 **e.** **Adjunct AEes completing a time sheet will accrue sick leave at the rate of one hour for every**
32 **40 hours worked. The combination of the sick leave accrued from the contracted**
33 **assignment and the hourly time sheet sick leave earned may not exceed seven (7) hours per**
34 **month. ~~Annually contracted AEes with adjunct/supplemental contracts may utilize~~**
35 **~~previously accrued sick leave provided that when a substitute is required it will be at no~~**
36 **~~additional cost to CCS.~~**
37
- 38 **2. Sick Leave Use:** Accrued sick leave shall be allowed on contractual days consistent with Article 7,
39 Section 1, Paragraph B, 1 through 7.
40
- 41 **3. Shared leave program:** Adjunct AEes may participate in the shared leave program pursuant to the
42 conditions of state law and CCS policy.

1
2 **4. Sick Leave – Compensation for:** The provisions of Article 7, Section 1, Paragraph E, shall apply to
3 remuneration for unused sick leave for adjunct AEs to the extent provided by law.
4
5

6 **E. Personal Leave**

7 ~~Effective Winter 2015~~, **Benefit** eligible AEs will earn personal leave hours per quarter equal to one
8 day (20 percent of normal weekly contact hours) as defined by their quarterly contract (including
9 summer quarter). Leave can be used for purposes not otherwise covered by this article, provided
10 student assignments are given and there is no additional cost to CCS. Personal leave can be taken in
11 hourly increments. When less than a full day of personal leave is taken, it shall be deducted on an
12 hourly basis. Balances do not accrue from quarter to quarter except for associate AEs, whose
13 balances will accrue within that academic year.
14

15 AEs are to obtain approval from the AAd prior to taking personal leave except in cases of emergency.
16 Detailed reasons for personal leave need not be disclosed.
17

18 If approved by the AAd in advance, unpaid substitute arrangements negate the need to use personal
19 leave.
20

21
22 **Section 6 - Salary Schedules**

23 **A. Adjunct Academic Salary Schedule**

24 ~~Workload Weekly 100 Percent Load Load Rate~~
25 ~~Category Contact Hours Quarterly Contact Hours Effective Fall 2015~~
26 ~~A 15 165 \$9,890~~
27 ~~B 18 198 \$9,890~~
28 ~~C 20 220 \$9,890~~
29 ~~D 22 242 \$9,890~~
30 ~~E 23 253 \$9,890~~
31 ~~F 25 275 \$9,890~~
32 ~~G 28 308 \$9,890~~
33 ~~H 35 385 \$10,845~~
34 ~~I 30 330 \$9,890~~

35

Workload Category	Weekly Contact Hours	100% Load Quarterly Contract Hours	Load Rate Effective Fall 2019	Load Rate Effective Fall 2020
A	15	165	\$11,356	\$11,674
B	18	198	\$11,356	\$11,674
C	20	220	\$11,356	\$11,674
D	22	242	\$11,356	\$11,674

E	23	253	\$11,356	\$11,674
F	25	275	\$11,356	\$11,674
G	28	308	\$11,356	\$11,674
H	35	385	\$12,452	\$12,801
I	30	330	\$11,356	\$11,674

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B. Adjunct Project Stipends

Adjunct AEs who are not otherwise employed as annually contracted **employees AEs** may be paid for selected projects (in addition to their teaching responsibilities). The AAd will determine the projects and the level of stipend. The individual stipend amount may be paid as a full stipend of up to an annual maximum of \$3,000 per **employee AEd** per year or prorated as appropriate. The stipend payments are limited to an annual maximum of \$50,000 at each college. An accounting of the unit's awarded allocations will be provided annually by the appointing authority to that respective units' AHE Vice Presidents.

C. Part-Time Hourly Salary Schedule

Code	Definition	Summer '15 July 1 2020	Summer '16
		Hourly Rate	Hourly Rate
AH-02	Hourly contracted counselor or librarian	\$33.17	\$34.76
AH-03	Hourly contracted non-instructional academic assignments (includes assessment, advising, etc.)	\$25.64	\$26.88
AH-04	Hourly substitute and non-mode instruction	\$31.17	\$32.67
44000	Non-mode Instruction	\$33.72	
44001/2	Adjunct counselor or librarian	\$35.87	
44003	Non-instructional academic assignments (includes assessment, advising, etc.)	\$27.74	
44004	Substitute Instructor	\$33.72	
44005	Fitness Center Self Support	\$18.35	
44006	Adjunct Office Hour	\$29.07	
44007	Allied Health Self-Support	\$26.11	

D. Community Service/Self-Support Salary Schedule

Category	Applicable to	Minimum Rate per Contract Hour (higher rates may be negotiated) (minimum of...) effective Summer '15
----------	---------------	---

I	Academic equivalent i.e. curriculum development, course class preparation, or otherwise reflective of responsibilities listed in Article 4(4)	\$30.44
II	Student intent is personal skill development, improvement, retraining – usually non-vocational related	\$24.50
III	Social, personal interest, and/or social amenities requiring minimum course class preparation (non-vocational, non-academic intent)	\$21.25
IV	Workshops or seminars	\$ variable No minimum

1
2 The variable rate for workshops can be an hourly rate or a fixed percent of the total class fees collected.

3
4 Minimum rates provide a contractual guaranteed minimum. Rates may exceed this amount where
5 funding source allows and the assigned AEE agrees. Upon request of the AHE, a list of such exceptions
6 will be provided.

7
8 E. CCS may assign and compensate AEEs other than as defined in this article only in cases where
9 requirements of self-supporting programs make these exceptions necessary or desirable. Upon
10 request of the AHE, a list of such exceptions will be provided.

11
12 **Section 7 - Longevity Stipend**

13 In recognition of long-standing service as an adjunct AEE, those adjunct **employees AEEs** having
14 completed 9 of the last 12 quarters of employment, excluding summer, in good standing and averaging
15 quarterly load of 50 percent or more over that same period of time as an adjunct or temporary annualized
16 **employee AEE** shall receive a longevity salary stipend payment of **\$550 \$600** quarterly paid at the end of
17 each academic quarter (**at the completion of their 9th quarter**, excluding summer) employed during that
18 academic year. Status will be determined and announced in fall quarter.

19
20 Longevity stipend ceases at the time an adjunct AEE attains Associate status per Section 8 and the
21 respective stipends are not cumulative.

22
23 This section does not apply to annually contracted AEEs working **supplemental moonlight** contracts.

24
25 Employment in an adjunct position or combination of adjunct positions shall not constitute full-time
26 employment with CCS. All parties understand that adjunct AEE assignments are temporary, non-
27 continuous, and less than full-time and shall not be considered a career path to annually contracted
28 academic positions with CCS. As a result there is no expectancy or right to obtain any type of tenure in an
29 adjunct position or combination of such positions.

30
31 **Section 8 Associate Academic Employees**

1 **A. Associate:** In recognition of long-standing exceptional service as an adjunct AEe, those adjunct
2 ~~employees~~ AEes having completed 18 of the last 21 quarters of employment in good standing,
3 excluding summer, and averaging quarterly load of 50 percent or more over that same period of time
4 as an adjunct or temporary annualized ~~employee~~ AEe shall be conferred Associate status starting fall
5 quarter of the academic year following attainment of this status, unless declined by the adjunct
6 ~~employee~~ AEe. This status shall be on going unless the AAd determines that the AEe is not meeting
7 ~~her or his~~ their professional responsibilities, as listed in Section 2, Paragraph D. Such decision is
8 appealable to the appropriate vice president, whose decision shall be final and binding. Associate
9 status may be retained, with administrative approval, for periods of non- employment of not more
10 than six (6) quarters, excluding summer. Employment in an Associate position or combination of
11 Associate and adjunct positions shall not constitute full-time employment with CCS. All parties
12 understand that Associate AEe assignments are temporary, non-continuous, and less than full-time
13 and shall not be considered a career path to annually contracted academic positions with CCS.

14
15 A good faith conditional assurance of continuing quarterly contracts for that academic year, under
16 similar terms and conditions of employment, will be issued to Associate AEes at the start of each
17 academic year. Associate AEes will receive scheduling priority by course or academic specialty over
18 other adjunct contracts within each quarter. **Associate AEes shall also be eligible to vote in**
19 **department chair elections (See Appendix F, Paragraph E).** Associate AEes shall receive a supplement
20 salary payment of ~~\$1,300~~ **\$1,350** quarterly, paid at the end of each academic quarter (**at the**
21 **completion of their 18th quarter,** excluding summer) employed in Associate status during that
22 academic year.

23
24 **B. Associate Plus:** Those associate adjunct ~~employees~~ AEes having completed 27 of the last 30 quarters
25 of employment in good standing, excluding summer, and averaging quarterly load of 50 percent or
26 more over that same period of time as an adjunct or temporary annualized ~~employee~~ AEe shall be
27 conferred Associate Plus status and receive a supplement salary payment, ~~in addition to the Associate~~
28 ~~stipend,~~ of ~~\$500~~ **\$1,900** quarterly paid at the end of each academic quarter (**at the completion of**
29 **their 27th quarter,** excluding summer) employed in this status during that academic year. Associate
30 Plus status will be conferred starting fall quarter of the academic year following attainment of this
31 status, unless declined by the adjunct ~~employee~~ AEe. This status shall be ongoing unless the AAd
32 determines that the AEe is not meeting ~~her or his~~ their professional responsibilities, **as listed in**
33 **Section 2, Paragraph D.** Such decision is appealable to the appropriate vice president, whose decision
34 shall be final and binding. All other terms and rights conferred by Associate status shall also apply to
35 Associate Plus status, except as modified by this section.

36
37 **C. Evaluation of Associate Academic Employees:** (See Section 9, Paragraph D)

38 39 **Section 9 - Evaluation Process**

40 The purpose of evaluations shall be to maintain quality instruction. These evaluations are one of the
41 considerations for continued employment; however, the lack of an assessment or the existence of a

1 satisfactory assessment does not imply the right to continued employment. All evaluation information
2 shall be treated as confidential to the extent allowed by law.

3
4 **For online classroom observations, refer to Article 5, Section 3F. For online student evaluations, refer**
5 **to Article 5, Section 3E.**

6
7 **A.** The following general responsibilities are assigned for adjunct/associate evaluation:

8
9 **1.** Appropriate Administrator (AAd):

- 10 1) Consistent with Section 9, Paragraph B, determine which evaluation indices shall be
11 used in the evaluation of each adjunct
12 2) Facilitate a self-evaluation for associate AEe
13 3) Track classroom observation and student evaluation due dates. Alert the department
14 chair during the quarter when a classroom observation is required
15 4) Serve as an observer as needed or as determined appropriate
16 5) Notify the adjunct AEe that a student evaluation will need to be conducted on a class
17 of the **employee's AEe's** choice
18 6) **Administrate Administer** and/or assign administration of the student evaluation
19 7) Gather and serve as record custodian for all evaluation documentation
20 8) Schedule follow-up evaluation activities, if any, and
21 9) Prepare evaluation packets and share/discuss with the adjunct AEe

22
23 **2.** Department Chair:

- 24
25 • Recommend a tenured/annualized AEe classroom observer to the AAd,
26

27 **3.** Classroom or Student Service Observer:

- 28 1) Utilizing either the form provided in Appendix L-1 or a department provided form,
29 conduct classroom or student services observation,
30 2) Consult with the AEe when the observation will be conducted,
31 3) Discuss observations with adjunct/associate,
32 4) Return completed observation form to the AAd.

33
34 **B. Evaluation of New Adjunct:** Consistent with the responsibilities assigned in Section 9, Paragraph A
35 above, adjunct AEes new to the college will be evaluated in each of their first two quarters of
36 employment. A minimum of two indices will be used, as follows:
37

- 1 1. In each of the first two quarters a student evaluation in one **course class** of the adjunct's choice,
2 and
3
- 4 2. In each of the first two quarters an AAd observation. A peer observation (peer to be determined
5 by the department) may substitute for one of the two observations by the AAd;
6 (see Appendix L-1)
7
 - 8 1) A peer observation **may shall** also be conducted in the same quarter as the AAd
9 observation if requested by the department or adjunct.
 - 10 2) ~~A-Course- Syllabi~~ for **courses classes** taught during the quarter of the AAd's observation
11 will be provided.

12
13 In addition to an AAd observation, other contractually approved evaluation **formats** or additional
14 student evaluations may be utilized at the AAd's discretion and with advance notice provided to the
15 adjunct.

16
17 Before the end of the second quarter a meeting will be scheduled to discuss performance or
18 evaluation information with the adjunct AEe and AAd.

- 19 **C. Evaluation of Continuing Adjunct:** Consistent with the responsibilities assigned in Section 9,
20 Paragraph A above, adjunct AEes having completed two quarters of employment shall receive at least
21 one student evaluation annually in each academic year in which the adjunct AEe is contracted.
22

23 Every five (5) years from initial hire, or sooner at the discretion of the AAd, an evaluation of the
24 continuing adjunct will occur. In addition to an AAd observation, other contractually approved
25 evaluation formats or additional student evaluations may be utilized at the AAd's discretion and with
26 advance notice provided to the adjunct. This evaluation information will be forwarded to the AAd for
27 review and an evaluation meeting involving the AAd and adjunct will occur at the end of that quarter.
28

29 **D. Evaluation of Associate Academic Employees:**
30

- 31 1. Associate AEes shall receive at least one student evaluation annually in each academic year in
32 which contracted.
33
- 34 2. During the first year served in associate status, by May 31 of that year, the associate AEe will be
35 evaluated using the following indices:
36
 - 37 a. A student evaluation in at least one **course class** of the associate AEe's choice
38
 - 39 b. An AAd observation (see Appendix L-1)
40

- 1 c. A peer observation (peer to be determined by the department), may also be completed at
2 ~~either~~ the request of the associate AEE, **the department**, or AAd, ~~with department~~
3 ~~concurrence~~ (Appendix L-1)
4
5 d. A self-evaluation prepared by the AEE
6
7 e. A formal evaluation conducted by the AAd using the form contained in Appendix L-2
8
9 f. Upon completion of a formal evaluation, an evaluation meeting will be scheduled to discuss
10 performance. Attendees will include the AAd and the associate AEE.
11
12 3. Thereafter the associate AEE shall have one student evaluation annually. Every five years
13 thereafter, or sooner at the discretion of the AAd, a formal evaluation consistent with Section 9,
14 Paragraph D, 2 above will occur.
15

16 As needed, communication regarding performance issues, if any, and/or future adjunct
17 scheduling will occur between the department chair and AAd. ~~For e-learning courses use~~
18 ~~Appendix C-3A.~~
19

20 **Section 10 - Training Program**

21 During the first quarter in which an adjunct AEE is assigned to six (6) credits or more, that AEE will be
22 notified to complete two ~~an on-line~~ training ~~modules program comprised of two thirty-minute~~
23 ~~modules focused on adjunct employment issues. The modules will be approved by the Joint Executive~~
24 ~~Committee, which will also periodically consider and approve which on-ground training sessions can~~
25 ~~substitute for the on-line modules. Adjunct AEEs who are required to complete trainings may select~~
26 ~~any two trainings approved for AEEs.~~ Completion shall occur prior to the next quarter or subsequent
27 contracts will not be issued. Upon completion of **two** training ~~program modules~~, the adjunct AEE will be
28 compensated \$50. Payment is limited to once per academic year. This training is optional for all other
29 AEEs. Annually contracted AEEs assigned a supplemental contract per Article 4, Section 5, Paragraph C
30 are not required to complete the program and are ineligible for compensation under this program.

1 ARTICLE 25 - ACADEMIC EMPLOYEES ASSIGNED TO CORRECTIONS

2
3 **Section 1 - Scope**

4 This article refers only to AEes of CCS, funded by correction contracts (exclusive of city/county jail
5 facilities) and other provisions in the contract shall not be construed to include employees covered by this
6 article except those contained herein.
7

8 **Section 2 - Definition**

9 For the purpose of this document, an Annually Contracted AEe, is defined as any instructor, counselor or
10 librarian who is issued an annual contract by the Community Colleges of Spokane for assignment to an
11 education center program operated by the Community Colleges of Spokane in a correctional facility,
12 where such program and/or position is funded by the correctional contract.
13

14 **Section 3 - Master Contract Provisions Applicable**

15 The following articles of the Master Contract shall be applicable to correctional AEes or as modified as
16 follows: Articles 1 (Recognition), 2 (Mgt. Rights), 3 (Working Conditions) Sections 1, 2, 3, 4, 5, 6, 8, 9, 11,
17 14, 15, 16, 17, and 20), 7 (Leave), 8 (AHE Rights), 16 (Screening), 17 (Benefits), 18 (Salary Schedules)
18 Sections 1, 2 and 3, 19 (Schedule Placement), 20 (Grievance), 21 (Savings), 22 (Scope), 23 (Impasse), 25
19 (Corrections), and 26 (Duration).
20

21 **Section 4 - Right to Due Process**

22 No AEe shall be reprimanded, disciplined or reduced in compensation without just cause. In the event
23 that informal meetings fail to resolve the problem, any charges which are made shall be reduced to writing
24 and made available to the AEe. An AEe shall have the right to have one representative of ~~her/his~~ **their**
25 choice present at any meeting wherein the ~~employee AEe~~ believes ~~she or he~~ **they** may be reprimanded
26 and disciplined. The superintendent of the correctional facility may deny access to anyone considered to
27 be a security problem for purpose of admittance to a corrections facility. ~~Employees AEes~~ denied
28 admission to the correctional facility shall be placed on paid leave pending review. ~~Employees AEes~~
29 permanently denied access to the facility are subject to the provisions of Section 13, Dismissal.
30

31 **Section 5 - Terms of Contract**

32 Annually contracted AEes shall be employed for the period specified in their annual contract. There shall
33 be no presumption of continued employment beyond the contract term. Article 3, Section 12, shall be
34 applicable except that the individual contracts shall be issued within seven (7) days following the
35 execution of the contract with the contractor rather than May 15.
36

37 Annually contracted AEes who have completed three consecutive annual contracts shall have the right to
38 an annualized contract for the following contractual year. This right will be exercised on a seniority basis
39 and is subject to funding, confirmation of acceptable performance as determined through the evaluation

1 process, continued ability to meet Department of Corrections program requirements, and continued
2 qualification to perform the tasks assigned.

3 4 **Section 6 - Reduction in Force**

5 Annually contracted AEes may be terminated due to reduction-in-force prior to written term of their
6 individual contract with thirty (30) days' notice. Past service, qualifications of the **employee AEe**, and
7 program requirements shall all be considered regarding any reduction of annually contracted AEes.
8 Reasons for reduction-in-force may include but not limited to any of the following:

- 9
- 10 **A.** Lack of funds,
 - 11
 - 12 **B.** Inadequate enrollment,
 - 13
 - 14 **C.** Reduction or termination of the interagency agreement with the correctional facility,
 - 15
 - 16 **D.** Changes in educational policy and/or goals.
 - 17

18 **Section 7 - Correctional Academic Employee Evaluation**

19 All correctional AEes will participate in a performance evaluation at least once a year. The appropriate
20 AAd will notify the annually contracted AEe one quarter prior to the time of the evaluation process. The
21 AAd will meet informally with the **employees AEes** and discuss responsibilities.

- 22
- 23 **A.** The evaluation process will consist of the following:
 - 24
 - 25 **1.** Student evaluations conducted on an annual basis;
 - 26
 - 27 **2.** A peer evaluation, using standard model, that has been done by a peer selected by the AEe;
 - 28
 - 29 **3.** An administrative evaluation that has been carried out according to criteria and forms mutually
30 agreed to correction AEe and college administration. The CCS shall give at least five (5) working
31 days notification of time of administrative evaluation date.
 - 32
 - 33 **A.** The AAd will complete an evaluation summary and will share this with the AEe. All documents relating
34 to or arising from the **employee AEe** evaluation process will be kept in files maintained by the AAd
35 pursuant to Article 3, Section 4. Copies of the evaluation forms will be forwarded to the AEe's
36 personnel file in the Human Resources Office.
 - 37

38 **Section 8 - Assignments**

39 Article 4, Sections 1, 3, and 4 shall be applicable with the addition to Appendix H instructional corrections
40 workload of (28), except (30) for corrections contracts, normal weekly contact load in Category G and
41 correctional counselor assignment of thirty-five (35) normal weekly contact load in Category H.

1 Campus-based full-time AEes when working at a correctional site will be paid based upon the campus
2 workload category.

3
4 **Transferable academic courses that are taught at a correctional site by AEes assigned to corrections will
5 be paid at workload category B.**

6
7 **Section 9 - Orientation and Training**

8 Corrections AEes shall participate in the orientation process for the correctional facility to which ~~she or~~
9 ~~he is~~ they are assigned. In addition, ~~employee AEe~~ attendance at periodic correctional facility security
10 training programs is required along with attendance at CCS orientation days.

11
12 **Section 10 - Security Regulations**

13 Annually contracted AEes shall adhere to all security regulations and requirements of the correctional
14 facility. All applicable security regulations, rules, and policies must be provided to the corrections
15 ~~employee AEe~~ as a part of orientation, in security briefings, or in written format.

16
17 **Section 11 - Tenure and Transfers**

18 AEes assigned to education centers in correctional facilities will not be in the tenure track and shall have
19 no automatic right to transfer between correctional facilities or other instructional entities in the
20 Community Colleges of Spokane.

21
22 **Section 12 - Professional Licensure and Certification**

23 Each ~~employee AEe~~ is responsible for maintaining a current license or certification as required by the
24 position and/or as required by law.

25
26 **Section 13 - Dismissal**

27 Corrections AEes may be terminated prior to the termination date of their individual contract only for just
28 cause. Just cause may include violation of any published rules and regulations promulgated by the
29 contractor. The ~~employee AEe~~ shall remain in full pay status for five (5) working days following the
30 dismissal process. If the ~~employee AEe~~ chooses not to grieve the dismissal pursuant to Article 20, ~~she or~~
31 ~~he they~~ shall receive an additional fifteen (15) days.

32
33 **Section 14 - Adjunct Academic Corrections Employees**

34
35 **A.** Adjunct academic corrections ~~employees AEes~~ are those individuals who do not hold annual contracts
36 in a correctional facility.

37
38 **B.** Adjunct academic corrections ~~employees AEes~~ normally have a maximum workload assignment, in
39 any one quarter, of 90 percent of the thirty-five (35) hours per week workload. The maximum annual
40 workload for fall, winter and spring quarters combined will be 270 percent.

41

- 1 C. Adjunct academic corrections ~~employees~~ AEs are hired for one quarter only with no assurance of
2 future contracts.
3
4 D. Adjunct academic corrections ~~employees~~ AEs shall be paid according to Article 24, Sections 5 and 6.
5
6 E. Sections 3, 4, 7, 9, 10, 12, and 13 of this article also apply to adjunct academic corrections ~~employees~~
7 AEs.
8

9 Section 15 - Academic Calendar

10 Annual contracts shall be ~~for any combination of three academic quarters. The one hundred seventy-~~
11 ~~five (175) a two-hundred and twenty (220) day assignment for annually contracted Corrections~~
12 ~~employees AEs at 125.5% of the appropriate step of the salary schedule. will be scheduled for days~~
13 ~~different from the college academic calendar utilizing flexible scheduling, unless the College President~~
14 ~~determines, in consultation with the Dean of Corrections, that an alternative An annual calendar will be~~
15 ~~developed, to be reviewed/updated quarterly, between each AEE and their AAd required to meet the~~
16 ~~programmatic needs of the Department of Corrections. This calendar will include one AEE workday to~~
17 ~~be scheduled at the end of each quarter with the balance to be mutually scheduled between the AEE~~
18 ~~and the AAd. An AEE may make changes or adjustments to their calendar, with agreement of the AAd,~~
19 ~~provided the AEE gives a minimum of five (5) working-days notice about proposed changes. In the event~~
20 ~~an alternative calendar becomes necessary, the determination will be made and communicated to the~~
21 ~~AEs as soon as possible. Under flexible scheduling, AEs can take the non-contracted days of the~~
22 ~~calendar off whenever they choose, so long as the 175 day assignment is achieved One AEE workday~~
23 ~~will be scheduled at the end of each quarter with the balance to be scheduled by the Dean of~~
24 ~~Corrections. The fourth quarter in one academic year shall be separate and in addition to the annual~~
25 ~~contract, and shall be offered to the employee solely at the discretion of the AAd responsible for~~
26 ~~corrections programs. The fourth quarter in one academic year shall be paid in accordance with Article~~
27 ~~18, Section 2.~~
28

29 Section 16 - Personal Leave for AEs Assigned to Corrections

30 AEs assigned to Corrections who are on a 220-day contract shall receive 28 hours of personal leave.
31 Personal leave may be taken in accordance with Article 7 Section 3.