



AGREEMENT

By and Between the

**BOARD OF TRUSTEES OF SOUTH PUGET SOUND
COMMUNITY COLLEGE
DISTRICT NUMBER 24**

And the

**SOUTH PUGET SOUND FEDERATION OF TEACHERS
LOCAL NUMBER 4603, AFT/AFL-CIO**

July 1, 2015 – June 30, 2018

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Unless otherwise specifically specified, all modifications to this Agreement agreed to as a result of the 2014-2015 negotiation process will take effect on July 1, 2015.

This Agreement is by and between the Board of Trustees of South Puget Sound Community College District 24, hereinafter called the "Employer," and the South Puget Sound Federation of Teachers, Local Number 4603, AFT/AFL-CIO, hereinafter called the "Federation."

The Employer hereby recognizes the Federation as the exclusive negotiating representative for the bargaining unit including all South Puget Sound Community College District 24 members as defined in RCW 28B.52. Excluded from such recognition are all non-faculty, specially contracted instructors, and community services instructors who are defined as instructors who teach non-credit classes and are not paid off the adjunct faculty salary schedule.

1. **ARTICLE 1: DEFINITIONS**

1.1. **Calendar:**

1.1.1. **Contract Year:** Individual professor's contracts, consistent with Board-approved calendar, will be one hundred seventy-seven (177) days. Contract days beyond one hundred seventy-seven (177) will be compensated at one/one hundred seventy-seventh (1/177) of the annual salary. The Federation will be notified in writing prior to any adoption or modification to the Board-approved calendar.

1.1.2. **Planning Days:** Professors will be given five (5) planning days as part of the 177 day contract year: three (3) planning days during fall in-service week to be determined by the administration, one (1) planning day during the last two weeks of fall quarter and one (1) planning day during the last two weeks of winter quarter. There will be no meetings scheduled by the administration requiring faculty participation during these five planning days, except for new faculty orientation.

1.1.3. **Regular Academic Year:** A faculty appointment inclusive of consecutive fall, winter, and spring quarters.

1.1.4. **Regular Academic Quarter:** Fall, winter or spring quarter. Summer quarter may be substituted for one of the other quarters as specified in 5.3.6.

1.1.5. **Instructional Calendar:** The calendar which schedules the faculty for instruction, advising, in-service, planning, and finals week encompasses 177 work days.

1.2. **College:** South Puget Sound Community College District 24.

1.3. **Contact Hour:** A contact hour is equal to fifty (50) to fifty-five (55) minutes of student instruction, plus five (5) to ten (10) minutes of break, per week in a regular academic quarter.

1.4. **Day:** A calendar day, unless otherwise stated.

1.5. **Employer:** The Board of Trustees or its lawfully delegated representative(s).

1.6. **Faculty:**

1.6.1. **The Faculty:** The aggregate of all professors, counselors, and librarians employed by the college and covered by this agreement. All employees instructing students will be considered faculty and subject to the terms of this agreement unless expressly excluded herein.

The term faculty appointment will not apply to soft money positions governed by Chapter 112, Laws of 1975, first ex. session (RCW 28B.50.851 2(b)) or WAC 131.16.400 as now enacted or hereinafter amended. If a Tenured Professor is transferred to a soft money position, he/she retains tenure; and if the position

is later eliminated, he/she will return to any reduction in force unit(s) for which he/she is qualified.

1.6.2. Professor: An employee with a tenured, probationary, adjunct, or associate faculty appointment.

1.6.3. Tenured Professor: Faculty appointments for an indefinite period of time which may be revoked only for sufficient cause and by due process as defined by statute.

A Tenured Professor has a contract with the College that expressly provides for full time employment and is subject to the terms and conditions of Article 5.

1.6.4. Probationary Professor: A tenure track appointments for a designated period of time that may be terminated without cause upon expiration of the probationer's term of employment.

A Probationary period will be in accordance with the applicable statutes.

Probationer means any individual holding a probationary faculty appointment.

A Probationary Professor has a contract with the College that expressly provides for full time employment and is subject to the terms and conditions of Article 5.

1.6.5. Adjunct Professor: An employee of the College on a quarterly basis for a workload within the specifications of Article 6. This term is synonymous with adjunct faculty as that term is used in the Revised Code of Washington and the Washington Administrative Code.

1.6.6. Associate Professor: An Adjunct Professor who has taught 135 instructional units for the College. Associate Faculty will retain all rights, responsibilities, and benefits of Adjunct Faculty. The title of Associate Professor does not convey further benefits or rights unless otherwise specified in this agreement.

1.7. Federation: The South Puget Sound Federation of Teachers, Local 4603 of the American Federation of Teachers/AFL-CIO.

1.8. Overload: Classes taught or work performed beyond the standard instructional or service load for Probationary or Tenured Professors as defined in Article 5 of this agreement.

1.9. President: The President of South Puget Sound Community College, or in the President's absence, the acting President.

2. ARTICLE 2: RECOGNITION OF RIGHTS AND FUNCTIONS OF THE FEDERATION OF TEACHERS

2.1. Representation Fee: All Tenured, Probationary, and Temporary Professors, as a condition of continued employment on or after the thirtieth day following the beginning of such employment, will become members of the Federation or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the Federation to reimburse the Federation for the expense of representing members of the bargaining unit. If a professor asserts a right of non-association based on bona fide religious tenets or teachings, that professor will pay to a nonreligious charity or other charitable organization an amount of money equivalent to the periodic dues uniformly required as a condition of acquiring or retaining membership in the Federation. The charity will be agreed upon by the professor and the Federation.

2.2. Rights of Faculty in Federation: The Employer will not interfere with the legal right of professor to organize, join and support the Federation for whatever purpose in which it may legally engage. The Employer agrees it will not discriminate against any professor because of membership in the Federation, because of participation in any lawful activity on behalf of the Federation, or because of any action taken within the duly established grievance procedure.

The Federation will not discriminate against any professor for non-membership in the Federation. The Federation further recognizes its responsibility as bargaining agent and agrees to represent all professors in the bargaining unit without discrimination, interference, restraint, or coercion.

2.3. Release Time for Federation Activities: Meetings between Employer representatives and Federation representatives will be scheduled at a time mutually agreeable to the parties involved. Both parties agree that to the extent feasible and practical such meetings will not be scheduled so as to interfere with or interrupt the educational process of the College. In instances where such scheduling is not possible, Federation representatives will be allowed to attend such meetings provided that adequate coverage of their teaching responsibilities has been arranged. The costs of such coverage, if any, will be borne by the Federation.

The Federation president will be allowed to attend Federation conferences, seminars, and/or trainings to a maximum of five (5) days per academic year. Both parties agree that to the extent feasible and practical, conferences, seminars, and/or trainings will not be scheduled so as to interfere with or interrupt the educational process of the college. In instances where such scheduling is not possible, the Federation president will be allowed to attend such conferences, seminars, and/or trainings provided that adequate coverage of his/her teaching responsibilities has been arranged. The cost of such coverage, if any, will be borne by the Federation.

In recognition of the responsibilities of the Federation regarding faculty representation and matters related to this Agreement, the president of the South Puget Sound Federation of Teachers will be granted 1/3 (one-third) reassigned time from his or her normal workload to carry out duties related to this role. The Federation agrees to reimburse the College, when invoiced by the College, the cost of providing an adjunct contract to cover the reassigned instructional load.

2.3.1. Vacancy due to Federation activities: If a professor is appointed or elected to a position with a state-wide or national affiliate of the South Puget Sound Federation of Teachers, the College agrees that the employee may be absent from employment with the College without pay, without suffering any discrimination in future employment, and without losing benefits incident to employment for the duration of that appointment.

2.4. Representation at Board Meetings: An officially designated Federation representative or agent will have the right to attend all regular or special meetings of the Board. When recognized by the Chair, the representative may speak to any issue under discussion. The Federation will have the right to enter appropriate matters on the Board agenda after first conferring with the President. Items to be included in the agenda will be supplied a reasonable length of time prior to the meeting and not later than two weeks before a scheduled Board meeting. The Board Secretary will transmit to the Federation President a copy of the official agenda, background information (excluding executive session and personnel matters), and minutes relating to all such meetings at the same time this material is transmitted to the Board. Nothing in this section will be construed to diminish the right of the Board to hold closed executive sessions excluding the Federation representative or agent within the guidelines established by law or at any meeting to transact business which is lawfully within its jurisdiction.

2.5. Federation Business: Duly authorized representatives of the Federation will be permitted to transact official Federation business on College property at all reasonable times provided there is no disruption to the normal operation of the College.

2.6. Use of Facilities and Equipment:

2.6.1. Equipment: The Federation has the right to use College equipment in a manner appropriate to Federation business at reasonable times without costs when such equipment is not in use and when there is no additional cost to the College.

The Federation will pay the actual costs of photocopies and long-distance telephone calls.

The Federation may use College owned computer technology to conduct Federation business without cost provided that such business excludes partisan political activities.

Clerical help employed by the Employer may not be used by the Federation during working hours.

2.6.2. Federation Notices: A bulletin board in a clearly visible public place and in proximity to the Human Resources Office will be reserved for Federation use.

The Federation will have the right to use professors' mail boxes and email accounts for the purpose of communication to represented employees

provided, however, that such right does not apply to any Federation activity related to partisan political activities.

2.6.3. Meeting Rooms for Federation Business: The Federation will be permitted to use the College's facilities to hold meetings to transact official Federation business other than partisan political activities. Room use will be reserved through appropriate scheduling agents and will be on the same priority and costs as other College organizations. There will be no costs for meetings held on campus prior to 7:00 P.M. on class days.

2.6.4. Federation Office: The Federation may be assigned office space on the campus and will be charged standard rates for that space. In the event that the space is needed for academic purposes, the Federation will need to vacate the space with one (1) academic quarter notice.

2.7. Information: Upon request, the Employer will make available to the Federation information to assist the Federation in performing its representative responsibilities. Such information will be in the same form as is available to the general public or for internal College use.

2.7.1. Distribution of Communications: Copies of all communications distributed to all professors and/or Adjunct Professors through a general mailing list by the Employer will be supplied to the Federation at the same time.

2.7.2. Committee Appointments: The College agrees to provide to the Federation annually:

- A list of committees to which the Federation currently appoints or nominates members.
- Notification of all College committees. The list of College committees in effect as of July 1, each year.

Please refer to the list of committees in Appendix B.

2.7.3. Adjunct Faculty: A list of Adjunct and Associate faculty and their contact information will be available to the Federation by the third week of each quarter.

2.7.4. Faculty Ratio: By November of each year the Employer will provide to the Federation a report of faculty FTE distribution by faculty classification for the previous academic year to address the State Board of Community and Technical College's recommendation for best practice of faculty mix.

3. ARTICLE 3: RECOGNITION OF RIGHTS AND FUNCTIONS OF THE EMPLOYER

Except as modified by this agreement, the Employer retains all rights of Management, which in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- 3.1. Determine the functions and programs of the college, the use of technology, and the structure of the organization;
- 3.2. Determine the Employer's budget and the size of the agency workforce, including determining the financial basis for layoffs;
- 3.3. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their dismissal or demotion, and to promote and transfer, train, and evaluate the performance of all such employees; suspend, discharge for cause, decide not to renew a probationary appointment or take other appropriate action;
- 3.4. Direct and supervise employees;
- 3.5. Establish educational programs, courses and related services, including special programs, and to provide for athletic, recreational, cultural, and social activities for students and the community, all as deemed necessary or advisable by management;
- 3.6. Decide upon the duties, responsibilities and assignments of academic employees with respect to teaching assignments, to administrative and non-teaching activities, and to specific terms and conditions of employment provided that, an employee will not be assigned courses or duties which the employee is not competent to perform or which are inconsistent with the terms of this Negotiated Agreement; and
- 3.7. Take whatever actions are deemed necessary to carry out the mission of the college during emergencies. Any response to an emergency that impacts terms or conditions specified in this agreement is subject to negotiation.

4. **ARTICLE 4: RIGHTS OF FACULTY**

- 4.1. **Nondiscrimination:** The parties agree that there will be no discrimination against any professor because of race, sex, gender, sexual orientation, age, religion, color, ancestry, or in violation of current state and/or federal law unless on a bona fide occupational qualification, in the administration or application of the terms of this Agreement.
- 4.2. **Non-retaliation:** No professor shall be retaliated against because of any good-faith effort to file a complaint, participate in a grievance, or exercise rights under this agreement or state law. Retaliation is defined as adverse actions taken because an

individual has engaged in protected activities. Retaliation negatively impacts significant terms of employment (e.g., salary, demotion, termination, and non-reappointment).

- 4.3. Academic Freedom:** Each professor is entitled to freedom in the classroom in the discussion of the subject he/she teaches. Each professor is a citizen and as such has the same rights as other citizens.
- 4.4. Participation in College Governance:** The Employer recognizes the requisite expertise and ability of the faculty to provide valuable input regarding many of the decisions which the Employer must make from time to time. It is agreed that a procedure will be maintained which allows input of the considered judgment of the faculty when appropriate. On college committees, boards, councils and other governing bodies that include faculty representation, when consensus is not reached, both majority and dissenting recommendations may be provided to the decision-making authority in writing.
- 4.5. Personnel Files:** Placement of information in the personnel file must be timely. Copies of materials in official personnel files will be confidential and will be restricted for use to formal College meetings, normal administrative requirements or when otherwise required by law. Excluding credential and confidential recommendations from previous employers, professors, or their designees, will have access to all material in their personnel files during normal business hours. A professor will be notified of any request either oral or written for access to his/her personnel files except as excluded above. Official personnel files will be maintained in the Human Resources Office. Upon forty-eight (48) hours' notice and payment of actual costs, copies of material in personnel files may be made. Material which might adversely affect employment may be placed in a personnel file only after allowing the professor reasonable time to read the material and append to it answers to any charges, complaints or statements involved. The professor will then sign the material, but such signature will not imply agreement with the statements contained therein.
- 4.6. Other Supervisory Files:** Deans or supervising administrators will maintain desk files on individual professors. These desk files will be maintained by the supervisor, in a confidential manner, in accordance with state retention guidelines, and will be subject to review by the professor with forty-eight (48) hours' notice to the supervisor.
- 4.7. Removal of Documents:** Professors may petition the Chief Human Resources Officer to have material removed from his or her personnel file three (3) years after the date of material being placed in the file if:
- Circumstances do not warrant a longer period;
 - There has been no subsequent discipline; and
 - The professor submits a written request for its removal.

- 4.8. **Confidentiality of Personnel Reports:** All reports will be held in confidence by the relevant committee, the President, and Board of Trustees except where otherwise required by law.
- 4.9. **Substituting:** Professors will not be required to substitute as part of their regular assignment. Payment for substitute activities will be in accordance with Article 9 provided such activities are assigned and authorized in advance by the appropriate Vice President.

5. **ARTICLE 5: TERMS AND CONDITIONS FOR PROBATIONARY AND TENURED FACULTY**

The terms and conditions of this article apply to faculty who are tenured, on a tenure track, or on a temporary appointment to fill a full-time position as a professor, librarian, or counselor.

- 5.1. **Duties and Assignments for Probationary and Tenured Professors:** The primary duties of all faculty are to serve the educational needs of students. Consistent with each professor's assignment, these duties include instructional and non-instructional activities within their assigned department/discipline. Instructional duties are those that are directly connected with instruction and include the following:

- Designing and developing classes aligned with the student learning outcomes of current course outline;
- Instructing, including class management and classroom setup and maintenance;
- Assessing student learning of knowledge and skills according to the course's learning outcomes, to include designing assessments evaluating student work, and assigning end of quarter grades;
- Consulting with students on questions related to courses and instruction;
- Staying current in the discipline and department;
- Staying current in teaching approaches and learning resources that support student learning;
- Liaising with other professors relevant to specific course requirements; and
- Contributing to distribution-, program- and degree-level assessment.

Additional duties and responsibilities of library faculty include:

- Reviewing and improving the library's collected materials;
- Researching academic and professional support needs for students and staff; and

- Supporting information literacy through workshops, faculty consultations, and one-on-one student assistance.

Additional duties and responsibilities of counseling faculty include:

- Providing general counseling and appropriate referrals;
- Providing immediate support for students in crisis and referrals to appropriate resources; and
- Implementing student success workshops, including needs assessment, preparation, and instruction.

In addition to the classroom activities, Tenured and Probationary Professors are expected to do the following activities:

- Designing and maintaining curriculum;
- Teaching and coordinating integrated and/or interdisciplinary classes when applicable;
- Consulting with, advising, and mentoring students during five (5) posted office hours weekly

Non-instructional duties are those activities that are indirectly connected with instruction to support the program and include the following:

- Academic advising of students;
- Assessing prior learning;
- Coordinating and analyzing distribution-, program-, college core ability-, and degree-level assessment;
- Contributing to the quarterly and annual schedule of classes for the discipline or program;
- Contributing to the consideration of applicants for adjunct teaching assignments in the discipline or program;
- Attending regular department, division, and faculty meetings; and
- For professional and technical faculty, engagement, preparation, and participation in Program Advisory Committees and contributing to program-specific accreditation when applicable.

5.1.1. Service Work: In addition to the above described activities, Probationary and Tenured Professors are expected to participate in college service activities.

Service work includes activities performed by professors for the college excluding teaching assignments as described above and professional development as described in 5.4. Examples of service work include serving on regular or ad-hoc committees, advising student clubs, participating in accreditation, and other non-instructional assignments.

In lieu of carrying out these service activities, professors may opt to teach one additional five (5) credit course or equivalent annually as approved by the appropriate Vice President.

5.1.2. Annual Work Assignment: For all Tenured Professors, the respective Dean or supervising administrator will, in collaboration with the professor, develop an annual work assignment for the following academic year on or before June 30. This work assignment will be forwarded to the appropriate Vice President for review and final approval. This work assignment will describe the nature and scope of instructional and service activities for the professor for the following academic year.

5.1.3. Noncompliance: Professors who fail to comply with the Annual Work Assignment will be considered in violation of their employment contract and will be subject to the discipline provisions of this agreement and under state law.

5.2. Instructional Load Standards: The instructional loads defined below describe workload standards for the College.

5.2.1. Instructional Load: The quarterly and annual instructional load for Probationary and Tenured Professors is based on contact hours as follows:

Workload Categories	Quarterly Contact Hours	Annual Contact Hours
General Lecture	15-16	45-48
Lecture/Laboratories		
• Arts, IT, Science	17-18	51-54
• Trade & Industrial occupation/shop	20-22	60-66
• Nursing • Medical Assisting • Dental Assisting	17-19*	51-57*
• Librarians	35	105
• Counselors	35	105

*The contact hour workload for Nursing, Medical Assisting, and Dental faculty will be reviewed during the 2015-2016 school year, and at the end of that year, either the College or the Federation may reopen negotiations on this issue.

- 5.2.2. Service Units:** Tenured Professors will be assigned four (4) to five (5) service units annually. The values of various service activities may be reviewed and negotiated in Labor Management Communication Committee meetings annually. The values will be posted on the college web site by the first working day of May of each year.

The negotiated ranges for service unit values are identified in Appendix C of this Agreement. The specific service unit value within the range will be determined by the appropriate Vice President.

Probationary Professors are expected to complete one to five (1-5) service units annually in coordination with the recommendations of their Probationary Review Committee.

Upon mutual agreement, professors may be assigned to additional service units in exchange for reduced instructional assignments or additional instruction in exchange for reduced service unit assignments.

- 5.2.3. Non-traditional instruction:** Some methods of instruction such as individualized instruction, field supervision, cooperative education, small business, integrated learning, multi-section classes, or multi-course sections may qualify for additional service unit or instructional credit. Credit for situations which are not covered above will be determined on an individual basis by the appropriate Vice President and subject to approval by the Federation through the Labor Management Communications Committee process as described in article 14.

- 5.3. Scheduling:** The Employer has the right to assign to Probationary and Tenured Professors, on campus activities up to thirty five (35) hours per week on average. These professors, in discussion with their Deans or other administrative supervisors, will use their professional judgment to flex their time from week to week as long as they are available for mandatory staff meetings.

- 5.3.1. Span:** The schedule of classes for individual professors shall not span more than nine (9) hours in a work day. By mutual agreement, the professor and the Dean or other supervising administrator can agree to a schedule outside of the nine hour span, if approved by the appropriate Vice President.

- 5.3.2. Meetings:** Mandatory College Meetings will not be scheduled to run later than 4:30 p.m. nor outside of the nine (9) hour span for meeting participants specified above, except when the meeting participants include members who are not college employees and their availability necessitates a modification to the meeting guidelines.

There will be a minimum of one (1) two-hour block of dedicated non-instruction time per week to accommodate campus-wide activities and meetings and allow participation by all faculty. That time will be scheduled Fridays from 2:30pm-4:30pm.

- 5.3.3. Emergencies:** In the event of an unforeseen emergency, the appropriate Vice President may change a professor's work assignment to maintain academic excellence and/or accreditation standards. Any response to an emergency that impacts the terms or conditions specified in this agreement is subject to negotiation.
- 5.3.4. Off-Campus Assignments:** Provided no individual professor has volunteered for the assignment, assignments of Probationary or Tenured Professors to off-campus locations will be limited to one course per year. This assignment will be on a rotational basis by professors in the division and program for which the assignment is made. When a professor's assignment includes off-campus sites, the College will pay mileage or provide a College vehicle in accordance with appropriate statutory requirements and OFM regulations. When returning to the main campus from an off-campus assignment, reasonable accommodations for parking will be made upon request.
- 5.3.5. Overload:** Overload may be approved for Probationary or Tenured Professors by the Dean or other supervising administrator and be paid at the Adjunct Professor Salary Schedule rate; however, the overload is not to exceed one third (1/3) of contact hours beyond the assigned full-time load identified in Article 5.2.1. Permission to exceed these limits may be approved by the appropriate Vice President.
- 5.3.6. Regular Academic Year:** Upon mutual agreement by a Probationary or Tenured Professor and the college, the professor may be assigned summer quarter instead of one (1) regular school year quarter. Additionally, upon mutual agreement by the professor and the college, professors may be assigned weekends instead of regular weekdays. In no case will such assignments exceed the maximum workload otherwise specified in this agreement, nor will it result in a contract year being fewer than the days stated in Article 1.1.
- 5.3.7. Changes:** When a Probationary or Tenured Professor's work assignment will be changed from day to evening hours, the Dean or supervising administrator will give the professor five (5) weeks of notice before the change is implemented.
- 5.3.8. Academic Calendar Committee:** A committee composed of three (3) professors and three (3) administrators will be formed to develop, by majority vote, one (1) or more instructional calendar proposals for the next year. By October 15 of each year, the proposal(s) will be sent to the Vice President for Instruction for review. The Vice President for Instruction will distribute the committee proposal(s) to the professors for a vote. Professors will return votes to the Federation who will tally results and forward the vote to the President for

approval prior to his/her recommendation for an instructional calendar to the Board of Trustees for adoption.

For modification(s) of calendar days to an adopted instructional calendar, the committee will be reconvened and given the calendar day modification problem(s). The committee will develop a proposal using the same procedure as established for initial development of the instructional calendar (see above).

5.4. Professional Development: Professors are encouraged by the administration and the Federation to participate in activities that will promote professional growth, maintain the quality of educational offerings and enhance the individual's contribution to the general welfare of the College. To this end, individual full-time faculty professional development will be encouraged, recognized and compensated through the payment of increments from turnover savings and legislative appropriations. Probationary faculty in a tenure track will develop a three-year professional development plan that is updated annually with their Probationary Review Committee. Tenured Professors will develop a five-year professional development plan that is updated annually with the respective Dean or supervising administrator and reviewed with the Teaching Excellence Committee.

5.4.1. Professional Development Plan: In keeping with high professional standing, each Probationary and Tenured Professor will develop and review individually with his or her respective Dean or supervising administrator a personal Professional Development Plan which includes goals which:

- Relate to his or her present or future instructional/counseling/advising assignments and professional interests;
- Meet and maintain certification, accreditation, or professional standards of the college and the respective program assignment;
- Detail the outcomes and identified needs from their Probationary Review or Teaching Excellence Committee assessment; and
- Support college goals and objectives.

The Professional Development Plan is to be completed by October 31 in the professor's first probationary year and updated annually by June 30 thereafter, cover three years (five years for Tenured Professors) and should include a schedule of goals and activities to be completed during each year of the plan. The plan is to be developed upon mutual agreement between the professor and the Dean or supervising administrator. In the event that the professor and the Dean or supervising administrator cannot reach a mutual agreement, the appropriate Vice President will have final approval. The Professional Development Plan is a working agreement and, through mutual agreement between the professor and the Dean or supervising administrator, may be

altered during the year. Significant alterations to the Professional Development Plan must be approved by the respective college Vice President.

Satisfaction of Professional-Technical Certification requirements will constitute satisfaction of the annual professional development plan.

5.4.2. Qualification and Timeline: For Tenured Professors, all professional development activities must be completed in accordance with their Professional Development Plans by June 30 and a report submitted to their Dean or supervising administrator by July 15. The final report will include a comprehensive explanation of how the annual goals have been achieved and supporting documentation such as grade transcripts, registration verification, activity evaluations and reports, etc. The final report will be included in the portfolio submitted to the Teaching Excellence Committee during the third and fifth years of the tenure evaluation cycle without supporting documentation. The Dean or supervising administrator will forward his/her recommendations regarding successful completion of the annual plan to the appropriate Vice President.

5.5. Temporary Appointments: The College may appoint interim replacements to fill temporary vacancies among full-time faculty. These appointments have all of the same responsibilities as Tenured Professors as outlined in section 5.1. and 5.2. of this Article. At no point will these appointments last for longer than three (3) consecutive years. In the event that the College appoints a Temporary Professor for more than three years, the Employer must convert the position to a Probationary, Tenure track position.

5.6. Probationary Professors and the Tenure Process:

5.6.1. Purpose: Consistent with RCW 28B.50.850-869, the Board of Trustees of South Puget Sound Community College District No. 24 hereby establishes the following rules and procedures on faculty tenure and probationary employment, the purpose of which is threefold:

- To ensure faculty appointment rights and faculty involvement in the establishment and protection of those rights at South Puget Sound Community College and all subsequent campuses hereafter established within South Puget Sound Community College District No. 24; and
- To define a reasonable and orderly process for appointment of professors to tenure status and the dismissal of Tenured Professors; and
- To improve the quality of instruction received by students at the College by allowing for thorough review of the performance of faculty appointees prior to the granting of tenure and to assure that tenure is granted to professors of exceptional character and instructional ability.

- 5.6.2. Application of Tenure:** The Federation agrees that the ultimate authority to grant or deny tenure is vested with the Board. The Board agrees that any decision to grant or deny tenure which is contrary to the Probationary Review Committee recommendations will be immediately disclosed to both the probationer and the applicable Probationary Review Committee. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the non-renewal or renewal of individual contracts including all decisions relating to the dismissal or discharge of a professor will not be subject to the grievance procedure of this Agreement.
- 5.6.3. Probationary Review Committee:** A Probationary Review Committee will be established for each full-time probationer and will serve as a standing committee until such time as the probationer is either granted tenure or his/her employment in a probationary faculty appointment is terminated. Each Probationary Review Committee will be composed of five (5) persons. Three (3) Tenured Professors selected by a vote, conducted by the Federation, of the Tenured and Probationary Professors within thirty (30) days of the probationer's first regular College quarter. The President will appoint a College administrator as the fourth member of the committee who will serve as Chairperson. The fifth member will be a full-time student chosen by the president of the Associated Student Body. If a vacancy occurs on the committee, the same process for selecting a replacement should be followed as applied in the selection of the original member.
- 5.6.4. Duties and Responsibilities of Probationary Review Committees:** The general duty and responsibility of the Probationary Review Committee will be to assess and advise the probationer of his/her professional strengths and weaknesses and to make reasonable efforts to encourage and aid him/her to overcome his/her weaknesses. The Probationary Review Committee should convey to the probationer any relevant and reasonable information, of which the Probationary Review Committee is aware, for the purpose of improving the probationer's performance.

The Probationary Review Committee will meet at the call of the chair, when in his/her discretion the need for such a meeting arises, provided that the committee will meet with the probationer at least twice during each of the first two (2) quarters of employment and once during all other quarters and, additionally, within ten (10) days of the receipt of a written request setting forth good cause to meet as directed to the chair by the probationer.

The first order of business for each Probationary Review Committee will be to draw up an annual plan that it will follow in evaluating the performance and professional competence of the full-time probationer assigned thereto. The plan will include a schedule of meetings, the names of review committee members who will make classroom observations, the frequency of these observations, and the times of these observations (i.e. 6th week of quarter, 8th week of quarter, etc.). The plan will also include a schedule for completion of the other parts of the review process.

If, at any time during the probationary period, the committee determines that the probationer has any weaknesses in the performance of those duties for which the probationer was hired, the committee will set forth a detailed plan for the probationer to overcome these weaknesses. Such a plan may include additional courses to be taken by the probationer, experts to be consulted who would be in a position to assist the probationer in overcoming weaknesses, and any other steps which the committee believes will aid the probationer in overcoming weaknesses.

The Probationary Review Committee will prepare, for inclusion in the tenure file, its annual plan for evaluating the performance and professional competence of the full-time probationer within thirty (30) days of the formation of the Probationary Review Committee.

Performance of duties as a Probationary Review Committee member is an important part of the duties of both the Probationary Professor and the Tenured Professors who have been elected to such committees. It is the responsibility of the review committee chairperson to keep the probationer informed of the procedures. The committee's evaluation of the probationer will be directed toward and result in the determination of whether or not the probationer possesses the necessary personal characteristics and professional competence to perform effectively in his/her appointment. A probationary review committee's evaluation procedures will include the following:

- Classroom or workplace environment observations by members of the Probationary Review Committee which may include the review of course outlines and classroom test instruments;
- Student evaluation administered by the committee chairperson or his/her designee;
- Assessment of the probationer's participation in professional activities both on and off campus;
- Self-evaluation;

The probationer or the committee will have the right to determine additional methods or procedures of evaluation in addition to and after completion of all of the above procedures.

Each Probationary Review Committee will be required to conduct an on-going evaluation of the full-time probationer assigned thereto and render the following written reports to the probationer, the President, and the Board of Trustees on or before the designated times during each regular academic year such appointee is on probationary status; or, as is also required, within fifteen (15) days of the President's written request therefore;

- A written report after fall quarter outlining the probationer's strengths and weaknesses. This report should also include a list of steps that can be taken by the probationer to improve his/her weaknesses.
- A written evaluation of each full-time probationer's performance including the degree to which the probationer has overcome stated weaknesses will be submitted to the Board of Trustees no later than March 1 of each year. The review committee will obtain the probationer's written acknowledgment of receipt of the written evaluation. The probationer will have the right to answer the evaluation report in writing and attach his/her answer to the report.
- A written recommendation that the Board of Trustees award or not award tenure, such written recommendations to be submitted at times during the regular academic year deemed appropriate by each Probationary Review Committee, provided, that on or before the last day of the seventh week of the eighth consecutive regular College quarter of appointment, the Probationary Review Committee will make written recommendation as to the award or non-award of tenure or the extension of the probationary period.

Failure of any review committee to make such written recommendation by the above-designated time will be deemed a recommendation neither for nor against the awarding of tenure, and the Board of Trustees may award or deny tenure based upon this type of recommendation by the committee.

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

The final decision to award or withhold tenure will rest with the Board of Trustees after it has given reasonable consideration to the recommendations of the Probationary Review Committee and any other source the Board of Trustees deems appropriate.

The Board of Trustees will notify the probationer of the decision either to grant/not grant tenure, or to not renew his/her appointment, or to extend the probationary period of this section on or before the last day of the eighth consecutive regular College quarter of appointment.

Upon formal recommendation of the Probationary Review Committee and with the written consent of the Probationary Professor, the Board of Trustees may extend its probationary period for one, two, or three quarters, excluding summer quarter, beyond the maximum probationary period established by law. No such extension will be made, however, unless the review committee's

recommendation is based on its belief that the Probationary Professor needs additional time to complete satisfactorily a professional improvement plan already in progress and in the committee's further belief that the Probationary Professor will complete the plan satisfactorily. At the conclusion of any such extension, the Board of Trustees may award tenure unless the Probationary professor has, in the judgment of the committee, failed to complete the professional improvement plan satisfactorily.

- 5.7. Tenured Faculty Evaluation:** The evaluation process will be conducted with all professors who are tenured or in a non-tenure track. After a professor is no longer in a probationary status, he/she will move into the professor evaluation cycle starting with the first year subsequent to being awarded tenure. If a professor is not in a tenure track, the evaluation cycle will begin with the first year of full-time employment. Full-time Tenured Professors who choose to teach additional courses as a moonlighting assignment will have the assignment included as part of the tenure appraisal process.

Evaluations are based on multiple indices and include administrative, student, peer, and self-evaluations. In keeping with the mission of the College, the goal of the evaluation process is to improve the abilities and skills of professors through immediate feedback, support and recommendation. To achieve this goal the evaluation process will do the following: maintain a positive learning environment for students; insure professors remain competent/knowledgeable in their fields; retain faculty through intervention, assistance and guidance; acknowledge effective forms of instructional delivery; and provide immediate feedback to professors.

- 5.7.1. Procedures for the Evaluation Process:** All Tenured Professors will be engaged in the evaluation process cycle over a five (5) year period for each professor evaluated.

All evaluation activities will take place during the regular academic year and/or during any extended contract employment.

Copies of the rotation cycle lists will be kept on file in the Instruction office.

Faculty reporting to a Vice President will meet within their units to determine their evaluation rotation under the guidance of the appropriate Vice President.

Rotation lists will be updated and reviewed annually each spring.

- 5.7.2. Evaluation of faculty will include:**

- Self-evaluations.
- Peer observations.
- Student evaluations.

- Supervisor evaluations.
- Other evaluative measures (such as portfolios and assessment of student achievement) as developed by the Faculty Evaluation Procedures Committee and agreed upon by the Teaching Excellence Committee.

Anonymous submission of information, opinion and complaints will be excluded from consideration by the Committee with the exception of college-administered student evaluations.

5.7.3. Teaching Excellence Committee: A Teaching Excellence Committee (TEC), will be established for each Tenured Professor and will serve as a standing committee until the professor leaves his/her teaching appointment. Each committee may be composed of up to six (6) persons who will include:

- Faculty peers: It is recommended that a maximum of four (4) Tenured Professors be selected. One (1) will be selected by the professor. One (1) will be selected by the Dean or supervising administrator. The remaining will be selected as mutually agreed upon by the professor and Dean or supervising administrator.
- The professor him- or herself.
- The professor's Dean or supervising administrator.

The purpose of the TEC is to support the Tenured Professor's instructional skill and contributions to the college community.

The chair of the professor's Teaching Excellence Committee will be selected by consensus of the committee at the first meeting of the five-year appraisal cycle. The chair may be changed by consensus of the committee at a future date, but should occur no more frequently than once a year. He/she will be responsible for the following activities:

- Convening and facilitating the meetings. At the initial committee meeting an outline will be prepared of evaluation and observation activities to take place for the five-year appraisal cycle. Individuals responsible for various components of the process will be identified. Timelines will be set for evaluation and observation activities. All processes and procedures will be reviewed.
- Preparing the meeting agenda to reflect and address all items as identified by the professor's committee.
- Setting meeting dates for the committee.

- Coordinating with the applicable division's administrative support to conduct scheduled student and administrative evaluations and peer observation, and prepare draft summary reports.
- The Dean or supervising administrator will finalize and submit a final summary report to the committee for approval prior to the submission to Human Resources.

Committee members are responsible for attending committee meetings, participating in evaluations or observations, and reviewing and analyzing data throughout the appraisal process. They will discuss their findings with the professor at specified times as identified at the first committee meeting. Throughout the process there will be ongoing opportunities to provide feedback to the professor as well as opportunity for the professor to comment either orally or in writing to the committee.

As a part of the evaluation process the professor's professional development plan will be analyzed. The committee and the professor may recommend new goals and activities to be included in the individual professor's future professional development.

The evaluation process will provide immediate feedback to professors. Summary information from student evaluations will be shared with the professor after the end of the quarter during which student evaluations are conducted.

The evaluation information will be considered confidential. During the five (5) year cycle evaluation information resides with the Dean or supervising administrator. Upon conclusion of the cycle, the summary report will be sent to the Office of Human Resources and kept in accordance with the state personnel retention statute. Guidelines to access evaluation files will be the same as those established for the personnel files.

Evaluation activities can take place on or off campus, in the classroom or in the laboratory as appropriate.

The professor being evaluated has the right to attach his or her response to the committee's recommendations if the professor so desires.

The appropriate Vice President may review the committee's data for any professor being evaluated during the academic year.

Members of the committee and the professor being evaluated will sign the minutes related to the evaluation process and the summary report.

Professors will be evaluated using student, peer, and self-evaluations on forms prepared by the Faculty Evaluation Procedures Committee. Special evaluation forms will be prepared by the Faculty Evaluation Procedures Committee to

evaluate counselors, librarians, on-line instruction, and other special circumstances as needed.

5.7.4. Faculty Evaluation Procedures Committee: During spring quarter of each academic year the evaluation process may be reviewed by the members of the Faculty Evaluation Procedures Committee, which will consist of two members appointed by the Federation and two members appointed by the College. The Faculty Evaluation Procedures Committee will be responsible for developing forms for use in evaluations, including student, peer, self, librarian, counselor, and on-line instruction evaluation forms. Additionally, this committee will be responsible for creating the Annual Work Assignment and Professional Development form(s) as described in this Article.

5.8. Loss of Tenure: Appointment to tenure is effective until the professor is dismissed as defined per Articles 10 or 11 or until the professor otherwise relinquishes tenure in accordance with state law.

5.9. Program Leads: Program Leads are professors who have been assigned administrative, non-supervisory duties to develop and recommend classes; coordinate assessment activities; recruit, interview, and recommend adjunct faculty to the Dean or supervising administrator; facilitate new adjunct faculty orientation; act as first point of contact for students with questions about course prerequisites, etc.; participate in student recruitment and advising; disseminate information to and from faculty; facilitate budget development and make recommendations to the Dean or supervising administrator; provide input to the faculty evaluation and program review processes; as well as other duties required by the specific program or discipline.

Program leads will receive 1/3 reassigned time to carry out their non-instructional duties. As approved by the appropriate Vice President, additional work performed during the summer will be compensated at the hourly or service unit pay rate specified in Appendix A.

Any exceptions to these guidelines will be reviewed on a case-by-case basis by the Dean or supervising administrator, Vice President for Instruction and President.

5.9.1. Program Lead Evaluation: Evaluation of the administrative duties of the Program Leads will be subject to the Administrator Evaluation process.

5.10. Designation of Administrative Appointments: A Tenured Professor, upon appointment to an administrative position, except that of President, will be allowed to retain his/her tenure as a professor; however, persons assigned administrative responsibility and authority will occupy positions for which the privileges of tenure cannot be extended. The recognized administrative positions which are specifically exempt from provisions of tenure as described herein include all administrative contract positions and other directors, coaches, or supervisors for which extra pay and/or reassigned time is given for activities other than the regular duties for which the professor's certification and basic contract indicate. Faculty appointed to administrative positions after the execution of this agreement who teach less than one-third (1/3) load or perform faculty counseling

or library functions less than one-third (1/3) of the time will accumulate a maximum of three (3) years of such time as bargaining unit seniority.

- 5.11. Sabbatical Leave:** The purpose of sabbatical leave is to benefit South Puget Sound Community College and its students by providing professors with the opportunity to engage in activities leading to professional growth and revitalization. Such leave would allow eligible members an extended period of time free from normal contractual obligations to pursue legitimate professional goals. This purpose is consistent with the provisions of RCW 28B.10.650 entitled "remunerated professional leaves for faculty members of institutions of higher education" as now exists or is hereafter amended, and with this College's commitment to faculty professional development. Appropriate uses of sabbatical leave would include formal study, travel, work experience in one's teaching field, or any other activity which would contribute substantially to the improvement of teaching abilities.

Guidelines and procedures for sabbatical leave, including application forms, rating procedures, and reporting requirements, will be established by the Committee prior to the institution of the sabbatical leave program.

- 5.11.1. Eligibility:** Sabbatical leave may be granted for one (1), two (2) or three (3) consecutive quarters after completion of six (6) years of full-time contractual service as a Probationary or Tenured Professor of South Puget Sound Community College District 24. Members awarded three (3) quarters of sabbatical leave will be eligible for an additional award after completion of a new six (6) year period of full-time employment as a professor. Professors who are awarded leaves of less than three (3) quarters retain their remaining eligibility and will qualify for additional entitlement at the rate of one (1) quarter for each two-year period of full-time employment as a professor, not to exceed three (3) quarters of eligibility.
- 5.11.2. Approval:** All sabbatical leaves require the approval of the Board of Trustees upon the recommendation of the President. The number of sabbatical leaves approved by the Board will not exceed three (3) professors in any quarter of any academic year. The number of leaves granted will be subject to budget constraints.
- 5.11.3. Compensation:** Compensation will be a maximum of one hundred percent (100%) of a salary or the maximum allowable under law.
- 5.11.4. Procedure:** A committee will be established to accept and review sabbatical leave requests. The committee will be comprised of the Vice President for Instruction and the Vice President for Student Services. The Committee will also include two professors (one academic, one professional/technical) appointed by the President after receiving recommendations from the faculty.

An application for sabbatical leave, which will include reasons for requesting the leave and a detailed sabbatical leave plan, must be submitted to the Committee on or before January 15 of the academic year prior to taking leave. The

President will recommend candidate(s) for sabbatical leave awards to the Board of Trustees after giving reasonable consideration to the recommendations of the Committee. The award or denial of sabbatical leave grants are not grievable under any grievance procedures included in the contract between the faculty bargaining unit and the College's Board of Trustees.

5.11.5. Criteria: Sabbatical leave will be awarded according to the following criteria:

- The value of the proposed activity to the enhancement of the instructional program of the College.
- The value of the proposed activity to the professional growth and development of the applicant.
- The past contribution of the applicant (years of service, range of service, quality of service), to the College.

5.11.6. Limitations: Any sabbatical award is subject to:

- The ability of the College to employ a qualified replacement for the professor requesting the sabbatical, and
- The availability of funds.

5.11.7. Leave Contract: When the Board of Trustees grants a sabbatical leave, the recipient will sign a contract with the College specifying:

- The length of sabbatical leave.
- The amount of sabbatical payment.
- A commitment to perform according to the approved sabbatical leave plan.
- That the recipient will return to regular duties with the College following his/her completion of such leave and serve in a professional status for a period commensurate with the amount of leave so granted. Failure to comply with the provisions of the signed agreement (contract) will constitute an obligation of the recipient to repay to the College any remuneration received from the College during the leave. Application of a reduction in force will take precedence over any sabbatical leave agreement and/or procedure.
- That the recipient, upon return, will submit a written report to the President summarizing the work completed during the sabbatical leave and describing how the new knowledge will be utilized in professional

assignments. A report of completed professional development activity must also be submitted to the Committee.

5.11.8. Non-compliance: Non-compliance with terms of the leave contract will be dealt with according to RCW 28B.10.650.

5.11.9. Faculty Member Rights: The time spent on sabbatical leave will be recognized as equivalent to time spent as a full-time academic member of the College and will constitute fulfillment of instructional, service, and professional development responsibilities for the time spent on sabbatical. Time spent on sabbatical leave will not count towards subsequent sabbatical eligibility.

5.12. Early Retirement: The Board of Trustees may grant, upon request, incentives for early retirement when it is beneficial to both the College and the professor. Examples of such incentives may include the following:

5.12.1. Phased Early Retirement: The Phased Early Retirement Option provides for reduced load employment following a member's retirement from his/her full-time appointment. Where a member's application for this option is approved by the Board of Trustees, he/she will enter into an agreement with the College in which the member makes an intentional, intelligent and voluntary waiver of any and all tenure rights, and the College agrees to employ the member on a reduced load for one (1) year or a mutually agreed upon time. All terms of such arrangements will be specified in a written agreement between the College and the member.

5.12.2. Complete Early Retirement: The Complete Early Retirement Option provides for the purchase of tenure rights from members in exchange for the member's separation from service at a time earlier than that required by law. Where a member's application for this option is approved by the Board of Trustees, he/she will retire and waive any and all tenure rights and will receive payment in exchange for such retirement and waiver of tenure rights. The amount and method of such payment will be as mutually agreed upon by the College and the member. Payment under this option will not be reported as wages by the Employer but must be reported as ordinary income by the member for the year in which received. Such payment will be excluded in any calculation regarding retirement benefits. The written agreement will include a schedule of payment(s). No payment will be made after age seventy (70). Upon the death of a member participating in this option, the member's estate will be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased member.

5.12.3. Other Early Retirement Options: Other early retirement options not covered above may be implemented at any time upon written mutual agreement between the academic member and the Board of Trustees.

5.13. Termination of Employment (Probationary and Tenured): Terminations of employment of professors will be handled in a manner consistent with Article 11.

Before any official action is taken relating to a dismissal of a Tenured or Probationary Professor, the professor will receive (1) written notice of the reasons; (2) an explanation of the evidence supporting the reasons; and (3) an opportunity either in person or in writing to present reasons why the proposed action should not be taken. The Federation will be notified in writing of any meetings held pursuant to this section at the same time the professor is notified. At a professor's option, a Federation representative may be present.

6. **ARTICLE 6: TERMS AND CONDITIONS FOR ADJUNCT AND ASSOCIATE FACULTY**

The terms and conditions of this article apply to Adjunct and Associate Professors, librarians, or counselors who are hired on a quarterly basis.

6.1. Duties and Assignments for Adjunct and Associate Professors: The primary duties of all faculty are to serve the educational needs of students. Consistent with each Adjunct and Associate Professor's assignment, these duties include:

- Designing and developing classes aligned with the student learning outcomes of current course outline;
- Instructing, including class management and classroom setup and maintenance;
- Assessing student learning of knowledge and skills according to the course's learning outcomes, to include designing assessments, evaluating student work, and assigning end of quarter grades;
- Consulting with students on questions related to courses and instruction;
- Staying current in the discipline and department;
- Staying current in teaching approaches and learning resources that support student learning;
- Liaising with other professors relevant to specific course requirements; and
- Contributing to distribution and program level assessment.

Additional duties and responsibilities of library faculty include:

- Reviewing and improving the library's collected materials;
- Researching academic and professional support needs for students and staff; and
- Supporting information literacy through workshops, faculty consultations, and one-on-one student assistance.

Additional duties and responsibilities of counseling faculty include:

- Providing general counseling and appropriate referrals;
- Providing immediate support for students in crises and referrals to appropriate resources; and
- Implementing student success workshops, including needs assessment, preparation, and instruction.

6.1.1. Adjunct and Associate Service Work: Adjunct and Associate Professors have no service work responsibilities, but may, upon mutual agreement with the College, engage in service work to be compensated at the rate described in Appendix A as approved by the appropriate Vice President.

6.2. Adjunct Professor: The administration recognizes and appreciates the contribution of Adjunct Professors to the educational programs at South Puget Sound Community College.

Adjunct Professors' duties and responsibilities will be designated by the employer on a quarterly contract that will designate the instructional assignment with specific dates and salary set by the Adjunct Professor Salary Schedule posted in Appendix A. Adjunct Professors may be contracted for up to a year if the appropriate Vice President deems it applicable. There is no expectation of continued employment.

All Adjunct Professors will be allowed to participate in College in-service activities without remuneration. Also, where feasible, all Adjunct Professors will have access to the College services and facilities to perform their professional duties.

Changes in adjunct office space including but not limited to reducing the amount of physical space, increasing the number of people per office, housing other college functions within adjunct office space, will be decided after consultation with the Federation in the Labor Management Communications Committee process.

6.3. Associate Professor: The College will strive to provide one-third (1/3) of the Associate Faculty with multiple quarter contracts (up to two [2] quarters) at the discretion of the College.

The College continues to reserve the right to exceed the basis of calculation described herein where in its discretion such exception serves the best interest of the College.

6.4. Adjunct and Associate Professor Evaluation: In keeping with the mission of the college, the goal of the evaluation process for Adjunct and Associate Professors is to improve their abilities and skills through immediate feedback, support, and recommendation. To achieve that goal Adjunct and Associate Professors who teach at least once per year will be evaluated using multiple indices that start in their first quarter at the college and continue with regular appraisals over a five (5) year period.

The Adjunct or Associate Professor will receive the results of all student evaluations and have an opportunity to review and discuss all evaluation and observation results with their Dean or supervising administrator and peer (as appropriate). The evaluation information will be considered confidential.

- 6.4.1. Student Evaluations:** Student evaluation will be administered in all classes taught during the first two quarters of teaching. Thereafter, student evaluation will be administered at least once per year and when the Adjunct/Associate Professor is teaching a course for the first time.
- 6.4.2. Peer Observations:** When an Adjunct/Associate Professor teaches at least once per year, a peer observation may be conducted by a Tenured Professor within the first year of adjunct employment and will be conducted at least once every other year beginning the second year of teaching.
- 6.4.3. Self-Evaluation:** When an Adjunct Professor teaches at least once per year, she/he may be asked to complete a self-evaluation during the first or second year of teaching and will complete at least two self-evaluations within the five-year cycle.
- 6.4.4. Dean/Supervising Administrator Evaluation:** When an Adjunct/Associate Professor teaches at least once per year, his/her supervisor may carry out an evaluation within the first year of adjunct employment and will carry out at least two evaluations within the five (5) year cycle. The supervisor will review and discuss peer evaluations, student evaluations, and the Dean or supervisor's evaluation with the Adjunct/Associate Professor. The Dean or supervising administrator may conduct an observation/evaluation at any time, if in the judgment of the Dean or supervising administrator such observation/evaluation is warranted.
- 6.4.5. Summative Evaluation:** The Dean or supervising administrator will compose a summative evaluation, which encapsulates all performance data for the five-year evaluation cycle for each Adjunct/Associate Professor in the fifth year of the evaluation cycle for that professor.
- 6.4.6. Right to Respond and Retention Length:** The Adjunct/Associate Professor being evaluated has the right to attach his/her response to any evaluation information. The information will be kept by the Dean or supervising administrator in the professor's evaluation file as directed by the state retention guidelines.

7. ARTICLE 7: BENEFITS

Some benefits such as Health Insurance, Retirement Plans and Unemployment are mandated by the state legislature. The following section addresses benefit information for faculty that is negotiated locally by the Federation.

- 7.1. **Exceptional Faculty Awards:** As a result of funds generated by the College Foundation and matching grants from the state legislature, the College and the Foundation have established Exceptional Faculty Development Awards. These awards will be made from endowments and interest generated annually from these endowments.

A schedule with specific deadlines and application/nomination forms will be published annually by the administration. An annually appointed committee will meet quarterly to review proposals and make grant recommendations to the Board of Trustees. The Exceptional Faculty Awards Committee will be comprised of three (3) members and one (1) alternate appointed by the Federation, two (2) members appointed by the College and one (1) representative from the College Foundation.

- 7.2. **On-Campus Class Attendance:** A professor may request of the Employer permission to be allowed to attend classes on campus without loss of pay. This will not be construed to reduce the amount of time normally expected of a professor. Courses taken at South Puget Sound Community College are subject to the provisions of the tuition waiver program administered by the College.

- 7.3. **Faculty Professional Development Fund:** This program will be open to all members of the faculty who fulfill the qualifications noted below, and applications will be made in writing, setting forth the details of the proposed course of study for which the grant is requested.

- 7.3.1. **Funding:** Funding will be an annual amount equal to the base initial placement salary for a Probationary Professor, adjusted for any Cost of Living adjustments. Funds not expended or committed to be expended within the fiscal year as of April 1 will revert to the general fund.

The maximum reimbursement for which support can be awarded under this program is \$3,000 per professor per year for all authorized and allowable costs associated with an individual professor's Faculty Professional Development Fund expenses.

Funds from this program will be paid to the selected professors upon presentation of transcripts or grade reports of grades received for academic classes and official documentation for completion of Factory Training Schools. If participation is in conjunction with a leave of absence, the participant must return to College employment prior to reimbursement.

Reimbursement will be limited to courses, conferences or workshops related to the professor's field of competence; or necessary to increase his/her competency in a subject area to which he/she is to be assigned; or which improve competency in assigned duties which may include new teaching techniques or professional technical requirements. Exceptions would be allowed in cases of courses being applied to a degree program. Reimbursement for expenses associated with Faculty Professional Development Fund program costs are governed by Office of Fiscal Management rules for travel, per diem, and other reimbursement for authorized expenses. Courses taken as part of the

Faculty Professional Development Fund will not conflict with the normal contractual duties of the professor. Additionally, only courses of study or activities that are part of an approved professional development plan will qualify for this program.

Qualified professors will be reimbursed for the actual cost of the credit hour taken except for classes taken from the College. Courses taken from the College can be subject to the provisions of the tuition waiver program, as they apply, or reimbursed for tuition only in instances where the tuition waiver program cannot be used (excludes continuing education).

Professors who are recipients of National Science Foundation or similar grants for a course of study will be ineligible for the provisions of the program.

- 7.3.2. Faculty Professional Development Fund Committee:** A Faculty Professional Development Fund Committee will be appointed from the faculty to (1) establish policy in consultation with the faculty, and (2) select the recipients for Faculty Professional Development funds.

Such Faculty Professional Development Fund Committee will be composed of four (4) professors elected from the general faculty under the direction of the Federation. This Committee, in the establishment of policy and the allotment of Faculty Professional Development funds, will work in consultation with the President and approval of the Board. The President or the Board may disapprove any Faculty Professional Development Fund request which does not meet the intent of the program.

- 7.3.3. Eligibility:** An applicant's eligibility for Faculty Professional Development funds will be determined each year by the selection committee, dependent upon the following:

- The first qualification for acceptance into this program will be a minimum of three (3) years full-time employment or equivalent by part-time employees as a professor with the College.
- An applicant who has received Faculty Professional Development benefits during the current fiscal year will be considered less eligible than one who has not. If, however, funds are available, all qualified applicants will be considered.
- Other qualifications met, an applicant will be considered on a “first come, first serve” basis.
- If, after all qualified applicants are taken care of, funds are still available, applications may be accepted from professors who have been employed for less than three (3) years following the procedures described above.

8. **ARTICLE 8: LEAVE**

For purposes of leave, a day is equivalent to seven (7) hours.

8.1. **Leave Accrual:**

8.1.1. **Probationary and Tenured Professors** will be granted twelve (12) days of leave upon hire. After three (3) quarters of employment, they will accumulate leave at a rate of one (1) day for each calendar month during which they are employed for either a contractual day or on a part-time basis for summer quarter provided the total does not exceed more than twelve (12) days during any given twelve month period.

8.1.2. **Adjunct and Associate Professors** accrue a maximum of seven (7) hours of sick leave per month based on teaching fifteen (15) credit hours and will accrue leave on a pro-rated basis determined by the number of contract credits each quarter.

8.2. **Leave Requests:** Requests for leave must be submitted timely, in accordance with the semi-monthly payroll cycles, and approved by the appropriate supervisor.

8.3. **Leave With Pay:** Includes:

- Sick Leave
- Personal Leave
- Bereavement Leave
- Jury Duty, Civil Leave
- Professional Meetings and Conferences

8.3.1. **Sick Leave:** Leave taken for illness of the professor or to care for an immediate family member. Sick leave is charged against the professor's accumulated leave balance.

Paid sick leave may be used for the following: illness, injury, or preventive health care; exposure to a contagious disease that might endanger others; disability due to pregnancy or childbirth; and illness, injury, or death of a family member. Family members are defined as parent, step-parent, sister, brother, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, minor/dependent child, and child.

The employer reserves the right to request reasonable proof in event of leaves for illness or injury.

- 8.3.2. Sick Leave Accumulation:** Pursuant to applicable statute, each professor's portion of sick leave allowance will accumulate from year to year without limit. Unused sick leave will remain on record for five (5) years after the professor is no longer employed at the college.
- 8.3.3. Sick Leave Incentive Buyback:** Professors whose sick leave balance at the end of a calendar year exceeds four hundred twenty (420) hours or sixty (60) days may elect to convert any or all of the hours in excess of 420 to monetary compensation at a rate of one (1) full day's pay for each four (4) days of accumulated sick leave. If you qualify for the leave incentive, you will be notified by the Human Resource Office each year in January of your ability to participate.
- 8.3.4. Adjunct and Associate Sick Leave:** In the event that, due to a medical condition, an Adjunct or Associate Professor is unable to teach an entire quarter at the college during which they would have normally been employed, the Professor may use accumulated sick leave during that quarter provided that he/she:
- Has adequate sick leave available; and
 - Has taught at least three quarters at the college and has taught that specific quarter the previous year; and
 - Has a documented medical reason for not teaching that quarter. The documentation needs to be given to the respective Dean or other supervising administrator and forwarded to Human Resources.
- 8.3.5. Personal Leave:** Professors may use up to three (3) days of accumulated leave annually for personal reasons. Professors are not required to disclose the reason for Personal Leave.
- 8.3.6. Bereavement Leave:** Leave with pay granted in the event of a death of the professor's immediate family member. Immediate family members are defined as parent, step-parent, sister, brother, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, minor/dependent child, and child. Leave time to pay last respects to very close deceased friends may be granted for a partial day.
- **Probationary and Tenured Professors:** Bereavement leave does not affect the professor's leave balance. Up to a maximum of five (5) days will be granted per bereavement.
 - **Adjunct and Associate Professors:** Bereavement leave is charged against the professor's leave balance.
- 8.3.7. Jury Duty and Civil Leave:** Leave with pay granted for jury duty or to perform other subpoenaed civil duties.

Jury Duty and Civil Leave is considered leave with pay and does not affect the professor's leave balance. All jury duty and civil leave must be reported in the electronic leave system and a copy of the summons forwarded to the Human Resource office. Compensation received for civil service belongs to the professor and does not need to be reported to the employer.

8.3.8. Professional Leave, Meetings, and Conferences: Professional leave is considered leave with pay and does not affect the professor's leave balance. Professors may be granted paid leave for approved attendance at official institutes, conferences, and/or professional meetings. The purposes of such attendance must be to add to the professional capabilities in the field in which the professor is hired and working. Neither students nor the professor's regular duties will suffer unduly or disproportionately to the benefits anticipated from the activity.

8.4. Leave Without Pay: Leave without pay may be granted to Probationary and Tenured Professors for the following reasons: family medical leave, work-related injury or illness, military leave, military family leave, domestic violence leave, and other circumstances not listed here.

Leave without pay will be reported by day or hour, whichever applies to the professor's scheduled hours of instruction using the appropriate leave system.

8.4.1. Other Leaves Without Pay: Leave for other reasons may be granted to professors upon mutual consent for up to one year. Terms and conditions of such leaves will be in writing and may be granted upon recommendation of the appropriate Vice President and approved by the President. Such leaves will not count as service for purposes of salary advancement or the accrual of benefits.

8.5. Religious Holidays: Professors are entitled to two unpaid religious holidays per calendar year to accommodate employees with holy days that do not coincide with state legal holidays. This 2014 law covers "a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization." This also applies to employees who desire time off for reasons of "conscience", thus covering employees who do not belong to organized religions.

9. ARTICLE 9: COMPENSATION

9.1. Compensation Pool:

9.1.1. Full-time compensation pool: This will mean all compensation budgeted for Probationary and Tenured Professors, excluding grant and contract activity, for the period indicated. Such compensation pool will include full-time salaries, stipends, extended days and individual contracts providing for compensation based upon the faculty salary schedule and will also include O.A.S.I. and retirement contributions paid by the College related to such compensation.

Such compensation pool will exclude sick leave buy out and community service compensation.

9.1.2. Part-time compensation pool: This will mean all compensation budgeted for Adjunct and Associate Professors, excluding grant and contract activity, for the period indicated. Such compensation pool will include all budgeted part-time salaries based upon the Adjunct Professors' salary schedule and will also include O.A.S.I., benefits, and applicable retirement contributions paid by the College related to such compensation. Such compensation pool will exclude community service compensation.

9.2. Contracts: Individual contracts with professors will not cover a time period in more than one (1) fiscal year.

9.3. Increments: Funds are appropriated and authorized by the legislature and must follow the State Board for Community and Technical Colleges' guidelines.

Tenured Professors will be eligible to share in the increment pool funds only with the completion of their annual work assignment and completion of the current year's goals and activities of their Professional Development Plan as documented in his/her final report.

9.4. Probationary Faculty Placement: The President in conjunction with the Chief Human Resources Officer will determine initial salary placement of new Probationary Professors. A candidate's educational qualifications and prior teaching experience, prior business and industry-related experience, job market competition and equity with faculty in similar positions will be considered when placing new faculty above the minimum amount.

The salary schedule in effect as of July 1, 2015 can be found in Appendix A of this document.

9.5. Full-Time Faculty Salary Advancement: Probationary and Tenured Professors will advance from their initial placement or current salary level in three ways: legislatively authorized cost of living increases, earning the award of tenure, and through increment distribution. The salary schedule in effect as of July 1, 2015 can be found in Appendix A of this document.

9.5.1. Cost of Living Increases: When available, legislative authorized cost of living increases will be applied to individual base faculty salaries on an equal percentage basis.

9.5.2. Award of Tenure: In the next contract year following the award of tenure, there will be an adjustment to the base tenure level, per Appendix A. This amount will be adjusted by a percentage amount equal to legislatively authorized Cost of Living Adjustments. This adjustment is in recognition of increased responsibilities and workload activities assigned to faculty following the award of tenure.

9.5.3. Increment Distribution: All Tenured Professors who qualify for advancement from the increment pool will receive an equal distribution of funds available in a given year. In the event that such funds are not available in the year earned, the increment will carry over into subsequent years. When funds do become available, such funds will be distributed pro-rata to Tenured Professors according to the number of increments they have accumulated. Such a distribution will extinguish all such increments; individual balances will revert to zero. Increments will be extinguished and revert to zero upon separation of the professor from employment with the college.

9.6. Method of Calculating Extended Contract Compensation For Faculty: Counselors and librarians will be paid pro rata from their individual full-time salary rate, using thirty-five (35) hours per week as the basis for full-time, for the time covered by the extended contract.

If part of an instructional program is continuous through a period greater than three (3) academic quarters, and the same level of effort by students and faculty is required during the period of the extended contract as during the regular year, then those faculty will be paid pro rata from their full-time salary rate, using thirty-five (35) hours per week as the basis for full-time.

Faculty not covered by the above, will be paid as Adjunct Professors.

9.7. Adjunct Faculty Salary Schedule: Adjunct Professor(s) salaries are to be paid on a per contact hour basis. Salary is for achievement of course objectives through faculty meeting professional obligations such as student consultation, liaison with other faculty, course preparation, giving and grading final exams and/or projects and duties as assigned by the respective Dean or supervising administrator consistent with the course assigned.

When the respective Dean or supervising administrator requires attendance at meetings other than those above, in writing prior to the meeting, the Adjunct Professor will be compensated at the hourly rate specified in Appendix A.

Counselors and librarians, when employed as adjunct faculty, will be compensated at the faculty hourly rate specified in Appendix A.

Professors teaching in an adjunct capacity will be compensated at the rate specified in Appendix A, effective July 1, 2015. Rates of pay for hourly work, cooperative work experience, and independent study instruction will increase annually in a percentage equal to that year's legislatively authorized COLA.

9.8. Adjunct Faculty Salary Advancement: Adjunct Professors may advance from their initial placement or current salary level in two ways: legislatively authorized cost of living increases to the salary schedule base, and legislatively authorized enhancement increases to the salary schedule base.

9.8.1. Cost of Living Increases: When available, legislative authorized cost of living increases will be applied to the base salary.

9.8.2. Enhancement Increases: When available, legislative authorized enhancement increases will be applied to the base salary.

9.9. Stipends: Professors engaging in service work beyond their standard loads will be compensated either per service unit or hourly at the service pay rate specified in Appendix A.

9.9.1. Online Course Development: Professors will receive compensation to create an online or hybrid version of a course, online portion only, when that development is approved by the Dean or supervising administrator. Payment will be made in accordance with Appendix A for each credit-bearing unit that is delivered online. Tenured, Probationary, and Adjunct Professors qualify for this stipend.

10. ARTICLE 10: REDUCTION IN FORCE (RIF)

10.1. Reason: A reduction in force (RIF) may result from any of the following:

- Lack of funds
- Elimination and/or reduction of programs, courses or services
- Decreased enrollment
- Overstaffing
- Reduction of allotments pursuant to RCW Chapter 43.88 as now or hereafter amended.
- Board approved changes in educational policy and/or goals.

10.2. Financial Emergency: Reduction in force may result from a State Board for Community and Technical Colleges Declaration of Financial Emergency pursuant to Laws of 1981, Ch. 13, Paragraph 1 under the following conditions:

- Reduction of allotments by the Governor pursuant to RCW 43.88.110(2),or
- Reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

10.3. Grievance: Reduction in force decisions made pursuant to the procedures described in this article are not subject to grievance. The Federation does have the right to grieve the failure of the college to follow the process outlined in this article through Step Four of the grievance article.

- 10.4. Notification:** Before any official action is taken relating to a reduction in force of a Tenured or Probationary Professor, the professor will receive from the appropriate Vice President a (1) written notice of the reasons; (2) an explanation of the evidence supporting the reason; and (3) an opportunity to present reasons, in person or in writing to the appropriate Vice President as to why the proposed action should not be taken.
- 10.5. Response:** A professor wishing to contest the reduction in force must submit the reason in writing or schedule a meeting with the appropriate Vice President within 14 days of receipt of the written notice. Official action will proceed if no response is received in the 14 day period.

The Federation will be notified in writing of any meetings held pursuant to this section at the same time the professor is notified. At the professor's option, a Federation representative may be present.

Following the in-person meeting or the written response presented by the professor, the appropriate Vice President will submit his or her answer to the professor and to the Federation within 14 days of the meeting or the receipt of the written response from the professor.

- 10.6. Hearing:** The professor will have 14 days following the written answer from the Vice President to request a hearing with the Reduction in Force Review Committee to present his or her reasons why the action should not take place. The Reduction in Force Review Committee will schedule a hearing within 30 days of the request. The Reduction in Force Review Committee will make a recommendation to the President within 14 days of the hearing.
- 10.7. Reduction in Force Review Committee:** A Reduction in Force Review Committee will be created if dismissal procedures are being initiated in accordance with this article. The committee will be established within ten (10) days of receipt of notice of pending dismissal. The members will include one (1) administrator chosen by the President, one (1) full-time student chosen by the president of the Associated Student Body of the college, and three (3) professors selected by a vote of the Tenured Professors conducted by the Federation. In no case will a member of the committee sit in judgment of his or her own case or the case of his or her family member. The chairperson or the immediate administrative supervisor of the professor(s) under review should not be a member of the review committee. In the event there is a vacancy on the committee, a replacement will be selected within five (5) days of the vacancy in the manner outlined above.
- 10.7.1. Duties and Responsibilities of Reduction In Force Review Committees:** The general duty of a Reduction in Force Review Committee will be to submit recommendations regarding proposed Presidential action. Specific responsibilities of the committee will be:

- To review the case of the proposed reduction in force;

- To attend the hearing and, at the discretion of the chair call and/or examine any witnesses;
- To hear testimony from all interested parties, including but not limited to other professors and students and review any evidence offered by same; and
- To arrive at its recommendation in conference on the basis of the hearing.

As soon as practicable, but in no event longer than fourteen days (14) days after the conclusion of the hearing, the written recommendations of the committee will be presented to the President and the affected professor.

Failure of the Reduction in Force Review Committee to make written recommendations regarding dismissal within the prescribed time set forth will be deemed a recommendation neither for nor against dismissal, and the President may proceed with the dismissal or continue the appointment of the professor based upon this type of recommendation from the committee.

10.8. President: After the receipt of any recommendation from the Reduction in Force Review Committee, the President can, at his or her discretion, provide the professor the opportunity to present his or her case to the President. The professor must submit his or her request to the President within five (5) days of receipt of the recommendation from the Reduction in Force Review Committee. Following the meeting with the President, if granted, the President will submit his or her recommendation to the Board of Trustees, with a copy to the professor, at the next scheduled Board meeting for a final decision.

10.9. Board of Trustees Decision: Following the decision by The Board of Trustees, the reduction in force will take place in accordance with this chapter.

10.9.1. Appeal: Pursuant to RCW Chapter 34.05 as now existing or hereafter amended, the professor will have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal will not stay enforcement of the decision of the Board.

10.9.2. Hearing Officer:

For an appeal filed in the case of a reduction in force for reasons set forth in 10.1, upon receipt of a request for a hearing from an affected professor, the President will notify the Board of Trustees and request that the Board appoint an Impartial Hearing Officer who will be an attorney in good standing with the Bar of the state of Washington and who will not be a professor of the state of Washington or any of its political subdivisions or be a member of the Board of Trustees of any community college in the state of Washington. The cost incurred for the services and expenses of such hearing officer will be shared equally by the College and the professor requesting the hearing.

For an appeal filed in the case of a reduction in force for reasons set forth in 10.2, at the time a professor or professors request a formal hearing, said professor(s) may ask for participation in the choosing of the hearing officer. Where there is more than one (1) professor affected by the Board of Trustees' reduction in force, professors requesting a hearing must act collectively in making such a request; provided further, that costs incurred for the services and expenses of such hearing officer will be shared equally by the College and the professor(s) requesting a hearing.

It will be the rule of the impartial hearing officer to conduct the hearing in accordance with Chapter 34.05 RCW.

10.10. Reduction in Force (RIF) Units: Each Tenured Professor and each Probationary Professor may be assigned by the President in up to two (2) RIF units.

10.10.1. Establishment of RIF Units: RIF unit lists will be developed annually. Each professor will be ranked in the appropriate RIF unit in accordance with the seniority procedures defined in this article. RIF unit assignments will be published by November 1 of each academic year. Any disputes regarding RIF unit assignments will be submitted to expedited arbitration within 15 days of publication.

RIF units will be reviewed on an annual basis and will be in line with the organization structure at the beginning of the academic year. RIF units may be added during the academic year. The Federation will be notified of the addition of RIF units.

10.10.2. Primary RIF Unit: Each Tenured Professor and each Probationary Professor will qualify for assignment in, and be assigned to, the RIF unit in which the professor has his/her major assignment.

10.10.3. Secondary RIF Unit: Professors will qualify for one (1) additional RIF unit and be placed in the second unit if the professor meets the following criteria:

- The professor has taught at least three sections in the additional unit at South Puget Sound Community College in the previous three (3) academic years, and
- The professor has at least the minimum credentials to teach in the second unit as determined by the Vice President of Instruction.

10.11. Selection of Individuals: If a reduction is determined to be necessary, a professor will be reduced within their primary RIF unit. If they are displaced from their primary RIF unit, the professor will displace the least senior professor in their secondary unit that he or she has seniority over. All reductions will be based on seniority.

10.12. Seniority: Continuous full-time service in a faculty or administrative position with South Puget Sound Community College, or its antecessor college district (Community College District Twelve). In computing seniority, any and all service at any of the above, as well as leaves of absence up to twelve (12) calendar months and sabbatical leaves, will be counted. The individual with the highest number of qualifying years will be the most senior; in case of ties, seniority will be determined in the following descending order:

- First date of signature of an employment contract
- First date of signature of letter of intent
- First date of application for employment

10.13. Recall: Professors who have been separated from service as a result of reduction in force procedures will have the right to be recalled consistent with the provisions specified below:

- Recall lists will be created and maintained by the Employer for each affected RIF unit. The names of each affected professor will be placed on the appropriate RIF unit list according to seniority.
- Recall will be in reverse order of reduction in force by RIF unit to a faculty position, either newly created or a vacant full-time position.
- The right of recall will extend two (2) years from the effective date of the lay-off.
- Each professor who has been reduced in force will keep the Human Resources office informed of any change in address.
- New hire(s) will not be employed to fill a professor vacancy unless there are no qualified professors on the applicable RIF unit recall list to accept the vacancy.
- A professor on lay-off will have fifteen (15) days to respond following issuance of written notice by registered mail of an offer of recall to a full-time position. If the individual fails to respond, his/her recall right will be waived.
- Upon recall, a professor will retain those benefits to which he/she is entitled such as sick leave, tenure, retirement, and seniority which existed at the time of lay-off.
- The Employer will notify the Federation, in writing, of all employment offers made to faculty on recall and the final outcome of such offers.
- A professor on recall will have first right of refusal to any part-time assignments in his/her lay-off units; provided; failure to accept such assignment will not alter recall rights to full-time vacancies otherwise established.

11. ARTICLE 11: DISCIPLINE AND DISMISSAL WITH CAUSE

It will be the policy of the college and the Federation to resolve matters informally, but if, in the opinion of the administration, the informal process will be unsuccessful or inadequate, the following discipline procedure will apply.

The college will not dismiss or reduce the compensation of any professor without sufficient cause. The college agrees to follow a formal policy of progressive discipline that includes a notice of expectation conference, a written reprimand, a temporary reduction in pay, and dismissal for cause. The college may bypass steps if the nature of the misconduct is severe, has been the subject of prior discipline, or is significantly disruptive to the educational process. The college will be required to justify and document the decision to bypass steps. The college will not be required to apply the progressive discipline process where the nature of the misconduct is of an extreme nature as discussed in section 11.6.

11.1. Documents: Disciplinary documents and all material upon which discipline is based will be treated in accordance with Article 4.5, Personnel Files. The professor will have the right to Federation representation in any disciplinary proceeding, including investigatory interviews with the professor.

11.2. Notice of Expectation Conference: During the notice of expectation conference, the relevant supervisor will clearly indicate that this is the first step in the discipline procedure. A written notice of expectation will be provided to the professor. A copy of the written notice of expectation will be maintained in the employee's supervisory desk file; the written notice of expectation will not be placed in the professor's personnel file unless further steps in the discipline process require such proof that such a notice was appropriately delivered.

11.3. Written Reprimand: If the behavior addressed through the notice of expectation conference persists, the relevant supervisor will provide written evidence documenting the continued behavior. This is the second step in the discipline process. The written warning along with proof that a notice of expectation was appropriately delivered will be placed in the professor's personnel file.

11.4. Temporary Reduction in Pay: Prior to imposing a temporary reduction in pay, the professor has the following rights:

- To be informed in writing of the reason for the contemplated discipline and an explanation of the evidence;
- To be provided with copies of any written documents relied upon to take the action;
- To have the opportunity to view other evidence, if any; and
- To be provided an opportunity to respond at a meeting scheduled by the college consisting of the professor, a union representative (if desired by the professor),

and management. Alternately, the professor may submit a written response, if he or she prefers.

When a reduction in pay is determined to be the appropriate action, the college will provide the professor with fifteen minimum (15) days written notice prior to the effective date of reduction in pay. The temporary reduction in pay will not be greater than five (5) days of the professor's per diem salary. The temporary reduction in pay will be taken from the next pay check.

Reporting of reduction in pay will become a part of the professor's personnel file.

11.5. Grievance: Dismissal decisions made pursuant to the procedures described in this article are not subject to grievance. The Federation does have the right to grieve the failure of the college to follow the process outlined in this article through Step Four of the grievance article.

11.6. Dismissal for Cause: It will be the policy that a Tenured Professor will not be dismissed except for sufficient cause. Nor will a professor who holds a Probationary faculty appointment be dismissed prior to the written terms of the appointment except for sufficient cause. Sufficient cause will include but is not limited to:

- Aiding and abetting or participating in:
 - Any unlawful act of violence,
 - Any unlawful act resulting in the destruction of Community College property, or
 - Any unlawful interference with the orderly conduct of the educational process.
- Incompetency.
- Neglect of Duty.
- Insubordination.
- Conduct unbecoming a member of the Faculty and which is detrimental to the educational objectives of the College, provided that no such charge will be sustained that constitutes interference with academic freedom of the person charged.
- Physical or mental inability to perform duties and responsibilities as specified in the contract.

Nothing in this Article will be construed to affect the decision and right of the appointing authority, the Board of Trustees, not to renew a Probationary faculty appointment without cause pursuant to applicable statute.

- 11.7. First notice:** Before any official action is taken relative to dismissal of a Tenured or Probationary Professor, the professor will receive (1) written notice of the reasons; and (2) an explanation of the evidence supporting the reasons.
- 11.8. Informal Hearing:** A professor once presented with the notification identified in 11.7 will have the opportunity within seven (7) days, either in person or in writing, to present reasons why the proposed action should not be taken to the appropriate Vice President. The Federation will be notified in writing of any meetings held pursuant to this section at the same time the professor is notified. At the professor's option, a Federation representative may be present. The Vice President will respond in writing to the professor seven days (7) after receipt of the letter or seven (7) days after the informal hearing.
- 11.9. Dismissal Review Committee:** If the informal hearing identified in 11.8 does not resolve the matter, a Dismissal Review Committee will be established for each Tenured Professor for whom dismissal procedures are being initiated or for each Probationary Professor whose appointment may be terminated prior to the terms of the written contract when the reasons for such action are those specified in this Article.
- 11.10. Second Notice:** Following the informal hearing specified in 11.8 above, and after it is determined that dismissal proceedings should be continued, the President will specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected professor and provide copies to the Dismissal Review Committee. The notice will include:
- A statement of the time, place and nature of the hearing (the hearing must be held within ten (10) days of the written notice);
 - A statement of the legal authority and jurisdiction under which the hearing is being held;
 - A reference to the particular rules of the college that are involved; and
 - A short and plain statement of the matters asserted. The notice must also indicate the effective date of separation from service.
- 11.11. Composition of the Dismissal Review Committee:** The Dismissal Review Committee will be composed of five (5) persons, three (3) of whom will be Tenured Professors selected by a vote, conducted by the Federation, of the Tenured and Probationary Professors, one (1) Administrative officer appointed by the President, and one (1) full-time student chosen by the president of the Associated Student Body of the college. Appointments will be made within fourteen (14) days following the second notice to the professor identified in 11.10. The Dean or supervising administrator of the professor under dismissal review will not be a member of the Dismissal Review Committee. The committee will elect its own chairperson from its membership. If a vacancy on the committee occurs, the same process for selection a replacement should be followed as applied in selection of the original members.

11.12. Duties and Responsibilities of the Dismissal Review Committee: The general duty of the Dismissal Review Committee is to hold a hearing to allow the affected professor an opportunity to present his or her case to a committee appointed in part by the administration, faculty, and student body. The specific responsibilities of the committee will be:

- To review the case of the proposed dismissal;
- To attend the committee meetings;
- To hear testimony from all interested parties, including but not limited to other professors and students, and to review any evidence offered by same; and
- To arrive at its recommendation in conference on the basis of the hearing and other reviewed documents. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, the committee will present its written recommendation(s) to the President, the affected professor, and the Board of Trustees.

Failure of the Dismissal Review Committee to make written recommendation(s) regarding dismissal within the prescribed timeframe set forth will be deemed a recommendation neither for nor against dismissal. The Board of Trustees may proceed with the dismissal or continue the appointment of the professor at its discretion.

11.13. Final Decision by the Board of Trustees: The case will be reviewed by the Board of Trustees as follows:

- The recommendation of the President.
- The recommendation of the Dismissal Review Committee.
- The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.
- The Board may hold such other proceedings as it deems advisable.

The final decision to dismiss or not to dismiss will rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the President, the Dismissal Review Committee, and such other information as they deem appropriate. The President's recommendation(s) and the Dismissal Review Committee's recommendation(s) will be advisory only and in no respect binding in fact or law upon the Board of Trustees. The Board of Trustees will, within a reasonable time following the conclusion of its review, notify the charged professor in writing of its final decision and the effective date of dismissal.

11.14. Effective Date of Dismissal: The effective date of dismissal for sufficient cause will be such date subsequent to notification of the Board's final written decision as determined

in the discretion of the Board of Trustees (e.g., immediate, end of the academic quarter, expiration of the individual employment contract, etc.).

- 11.15. Suspension:** Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected professor or others is threatened by his or her continuance. Any such suspension will be with pay.
- 11.16. Publicity:** Except for such announcements as may be required covering the time of the hearing or similar matters, no public statements about the case will be made by the professor, Dismissal Review Committee, Administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed.
- 11.17. Appeal from the Board of Trustees Decisions:** The professor, pursuant to RCW Chapter 34.05, as now are hereafter amended, will have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the decision. The filing of the appeal will not stay enforcement of the decision of the Board.
- 11.18. Hearing Officer Appointment:** Upon receipt of a request for a hearing from an affected professor, the President will notify the Board of Trustees and request that the Board appoint an impartial hearing officer who will be an attorney in good standing with the Bar of the state of Washington and who will not be a professor of the state of Washington or any of its political subdivisions or a member of the Board of Trustees of any Community College in the state of Washington.
- 11.19. Hearing Officer Duties:** It will be the role of the impartial hearing officer to conduct the hearing in accordance with RCW Chapter 34.05.
- 11.20. Termination of Employment (Adjunct and Associate Professors):** An Adjunct or Associate Professor may be terminated for cause prior to the end of the term of the contract for a quarter in which he/she is employed. Adjunct and Associate Professors may also be temporarily suspended when the President believes such action is necessary to protect the interests of the college, safeguard college property or protect students' interests. Adjunct and Associate Professors will not be paid for work missed while under suspension unless reinstated later.

Adjunct and Associate Professors who will be suspended or terminated for sufficient cause while under contract will be notified in writing and will have the right to appeal. The appeal must be in writing and given to the President within five (5) days after having been notified that they are to be terminated or suspended. All such appeals may be referred to an administrative hearing as a brief adjudicative proceeding as defined in RCW Chapter 34.05. The Chief Human Resources Officer is designated as the Hearing Officer for all appeals from part-time personnel. The Chief Human Resources Officer will make a recommendation to the President within five (5) days after the hearing is concluded. The President will render the final decision. The suspension or termination will take effect after the hearing.

11.21. Timelines: Failure to respond to the timeframes in this Article, by the professor, will constitute acceptance of the dismissal and waiver of any right to hearing.

12. ARTICLE 12: GRIEVANCE

A grievance is hereby defined as a complaint or claim against or a dispute, misunderstanding or controversy with the Employer by a professor or members of the Federation arising out of the interpretation or application of any alleged violation by the employer of the terms of this Agreement. An individual professor or group of professors will have the right to present grievances and to have such grievances addressed without the intervention of the Federation, as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Federation has been given the opportunity to be present at such adjustment.

Professors who file a grievance are obligated to participate in both internal and external investigations used to resolve the grievance. Failure to participate in the grievance investigations or process will be considered as a withdrawal of the grievance.

12.1. Grievance Procedure: Grievances will be handled in the following manner:

- 12.1.1. Step One:** The grievant will attempt to have his or her grievance handled in an informal manner: the grievant(s) will meet with the relevant Dean or other direct supervisory person to attempt to resolve the dispute in an informal manner.
- 12.1.2. Step Two:** If the grievance is not adjusted at Step One, then the grievant will reduce the grievance to writing on a form developed by the Federation. That form will include the specific factual basis of the grievance, the date the alleged violation took place, the provision(s) of the agreement alleged to be violated, and the remedy sought. The grievance will be signed by the grievant(s). A Federation representative and The Dean or other relevant supervisor will acknowledge the receipt of the grievance by signing and dating the original grievance. The signature of a Federation representative will not indicate that the Federation supports the grievance on either its substantive or procedural merits. The Dean or other relevant supervisor will answer the grievance within fourteen days (14) thereafter and will concurrently send a copy of their answer to the grievant(s) and the Federation. This answer will include a statement indicating the date and time at which Step Two has closed.
- 12.1.3. Step Three:** If no settlement is reached in Step Two, the written grievance may be submitted to the Vice President or designated representative by the grievant(s) not more than fourteen days (14) days after it is answered in Step Two. The Vice President or designated representative will hold a meeting with the grievant(s) and a representative of the Federation to consider the grievance. After the meeting the Vice President or designated representative will send the answer to the grievant(s) and the Federation within fourteen (14) days. Such

answer will be deemed the position of the Employer. This answer will include a statement indicating the date and time at which Step Three has closed.

12.1.4. Step Four: If no settlement is reached at Step Three, the Federation, at its sole discretion, may file within fourteen (14) days a request for consideration of the grievance in whole or in part by written notice to the President. The President or his/her designated representative may hold a meeting with the Federation or answer the grievance in writing within fourteen (14) days of receipt of the request for consideration. Such answer will be deemed the position of the Employer.

12.1.5. Optional Step Five: Alternative Dispute Resolution (ADR): The Federation and President or designee may mutually agree to submit the dispute to ADR. In the event a grievance is submitted to ADR, the timelines for submission to arbitration will be set aside, until the process is completed. ADR must be requested within ten (10) work days of receiving the Step Four response. Both parties will jointly agree upon an ADR facilitator. The costs of ADR will be borne equally by the parties. Sources of third party facilitators may include, but are not limited to, Public Employee Relations Commission (PERC) and Federal Mediation and Conciliation Service (FMCS).

12.1.6. Step Six: If no settlement is reached at Step Four or Five, the Federation may at its discretion, within thirty (30) days after the date of the Step Four answer, request by written notice to the Public Employment Relations Commission (PERC) that the grievance be arbitrated in whole or in part, provided that the grievance presents an arbitral matter as herein defined.

12.2. Time Limits: With respect to this Article the following time limits are established. Any grievance not presented in writing as provided above within thirty (30) days after the member knew or should have known of the facts on which the grievance is based will be waived for all purposes. In addition, if any other steps or actions provided for in this Article are not taken or appeals therein provided for not taken or filed or notice not given within the time limits therein specified, then the grievance will be deemed finally closed and settled on the basis of the Employers' last answer. (If the Employer fails to meet a given time limit, then the grievance will be presumed to move to the next level).

Time limits may be extended by mutual agreement between the Federation and the Employer.

With respect to this Article, the term "day" will exclude those days which fall between the last contract day of the quarter and the first contract day of the next quarter, as defined in the Board adopted Instructional Calendar. For purposes of this Article, quarter will mean fall, winter, spring and summer.

12.3. Arbitration: Matters subject to Arbitration will be referred to the Public Employment Relations Commission (PERC) under its voluntary rules. Only grievances which involve an alleged violation by the employer of a specific section or provision of this Agreement and which are presented to the Employer in writing during the term of this Agreement

and which are processed in the manner and within the time limits herein provided will be subject to arbitration.

12.3.1. Limitations: Jurisdiction of the arbitrator is limited to:

- Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration; and
- Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator. Such jurisdiction will not give such arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom or common law of the industry; and
- The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement; and
- The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and
- The rendition of a decision or award in writing which will include a statement of the issues, reasoning and grounds upon which such decision or award is based; and
- The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other and those matters presented in the written briefs of the parties; and
- The rendition of a decision or award within thirty (30) days of the date of presentation of written briefs by the parties unless waived by the parties

12.3.2. Either party may request that the arbitrator address and decide issues of procedural and substantive arbitration arising in connection with a grievance, prior to the grievance hearing at which the arbitrator addresses the merits of the grievance.

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

12.3.4. The fees and expenses of the arbitrator will be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed will be final

and binding upon the Employer, the Federation, and the member(s) affected, consistent with the terms of this Agreement.

12.3.5. Upon petition by either party to a court of competent jurisdiction, any arbitration decision or award hereunder will be vacated and/or corrected upon any of the following grounds:

- That the arbitrator exceeded his/her jurisdiction or authority under this Agreement and/or under the Submission Agreement;
- That the arbitrator's decision or award is not supported by substantial evidence; and
- That the arbitrator's decision or award is based upon an error of law.

13. ARTICLE 13: INTELLECTUAL PROPERTY

This section describes the College's policies and procedures for copyrightable educational materials and other intellectual properties. Its objectives are:

- To enable the College to foster free and creative expression and exchange of ideas and comment.
- To establish principles for the equitable distribution of any income derived from copyrightable material produced by faculty.
- To protect the College's assets.

Use of state resources for personal gain is prohibited, as provided by law.

- 13.1.** The general policy of the College is that ownership of all material objects and rights in the copyright will remain with the creator unless the work is a work made for hire in the terminology of copyright law.
- 13.2.** Institutional works are those intellectual properties created by professors in the course of and as a part of the specific duties of contractual employment. The ownership of institutional works will vest in the College and be copyrighted or patented, if at all, in its name. Personal efforts are any intellectual properties created by professors that are not institutional works. The ownership of personal efforts will vest in the professor and be copyrighted and patented, if at all, in his or her name.
- 13.3.** If, in some rare cases, the distinction between products created as institutional works and those created as personal efforts remains unclear, the College agrees to notify all professors who intend to create such products that it is advisable to enter into a copyright agreement. The ownership, copyright and/or patent of such products will vest in the person designated by written agreement between the parties entered into prior

to completion of production. In the event there is no such written agreement entered into, the ownership will vest in the College.

- 13.4.** The College will not distribute audio or video recordings of professors, other than for purposes of promotion, without notification to the professor and the professor's opportunity to object in writing.

14. ARTICLE 14: LABOR MANAGEMENT COMMUNICATIONS COMMITTEE (LMCC)

Labor Management Communications Committee will be established to foster communication between the Federation and the College.

- 14.1. Scope of Authority:** The LMCC will be used for communications between the parties to share information and to address concerns. The LMCC's activities and discussions will not be subject to the grievance procedure nor will discussions in the LMCC constitute official notice on any bargainable subject. The LMCC will have no authority to conduct negotiations, except regarding service unit values and non-traditional instructional loads as specified in Article 5.2.
- 14.2. Committee Composition:** The Federation and the College may appoint up to six members each to serve on the committee determined annually.
- 14.3. Meetings:** The LMCC will meet at least once each quarter, with additional meetings as needed and agreed upon by both parties.

15. ARTICLE 15: SUSPENDED OPERATIONS

Emergency situations adversely affecting college operations, property, public safety or health, or the well-being of individuals may require suspended operations or closure of the College. Such situations include, but are not limited to: fire, natural disaster, infrastructural failure, or inclement weather.

In the event that the College is declared closed to faculty and students for up to and including three (3) days in any quarter by the President due to an emergency situation, the instructional time lost will be made up, if necessary, in the professional judgment of the professor, to meet student needs. However, professors must make up any instructional time that is necessary to fulfill program content requirements, accreditation standard requirements, or program contractual obligations. Time loss due to emergency closure in excess of three (3) days in any quarter may be made up at the discretion of the President. Time missed due to emergency closures will not be deducted from a professor's accumulated leave.

16. ARTICLE 16: SCOPE OF AGREEMENT

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

written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions or practices of the Employer which will be contrary to or inconsistent with its terms.

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

Nothing contained herein will be construed to deny or restrict any rights and responsibilities a professor may have under the laws of the State of Washington and the United States or other applicable regulations.

No individual contract offered to a professor by the Employer will be inconsistent with the terms and conditions of this Agreement.

During the duration of this contract, the legislature of the State of Washington may enact or change existing laws which would affect wages, hours, or working conditions of professors. Should this occur, the Federation will be entitled to request the opening of negotiations on issues affected by the legislation, and the administration agrees to negotiate with the Federation over those issues.

Articles of this Agreement may be reopened upon mutual consent of the Federation and the Employer and as otherwise specified herein. Such negotiations referred to in this Section will be conducted consistent with the Revised Code of Washington.

16.1. Uninterrupted Instructional Activities: The Employer and the Federation agree that disputes which may arise between them will be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its members during the term of this Agreement, and the Federation agrees on behalf of itself and its membership that there will be no strike or slowdowns during the term of this Agreement.

16.2. Reopener: Reopener: The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The result of the exercise of that right and opportunity are set forth in this agreement.

16.2.1. Compensation: Issues of compensation may be reopened by either party in the event that funds for such purposes are increased or reduced by the legislature, the Governor of the State of Washington, or the State Board for Community and Technical Colleges.

16.2.2. Notification of Changes: In the event of changes in the Employer's policies and/or practices that are subject to mandatory bargaining, the Employer will notify the Federation of these changes, and the Federation may request discussions about and/or negotiations on the impact of these changes on the professors' working conditions. Upon request, the Federation will identify for the employer any known impacts prior to discussion or bargaining. In the event the Federation does not request discussions and/or negotiations within fifteen

(15) days, the employer may implement the changes without further discussions and/or negotiations. The timeframe for requesting an opportunity to discuss and/or filing a demand to bargain will begin after the Employer has provided written notice to the Federation. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Federation as soon as possible.

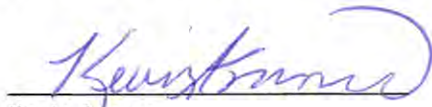
16.3. Savings Clause: It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to existing law by court decision, the remainder of the Agreement will not be affected thereby and the parties will enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

16.4. Duration: This Agreement will remain in full force and effect from July 1, 2015, through June 30, 2018.

Negotiations for a successor Agreement will commence on or after January 31, 2018, on the request of either party or earlier by mutual consent.

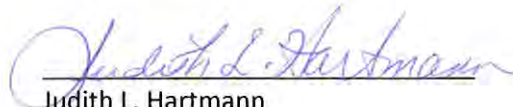
Signed this 23RD day of July, 20 15, at Olympia, Washington.

FOR THE FEDERATION



Kevin Asman
President, Local #4603
American Federation of Teachers

FOR THE BOARD



Judith L. Hartmann
Chair, Board of Trustees
South Puget Sound Community College

Appendix A: Faculty Pay Scale
(Effective July 1 of Each Fiscal Year)

PROBATIONARY PROFESSOR INITIAL SALARY

FY 15-16
\$51,100.00 annually

TENURED PROFESSOR BASE SALARY

FY 15-16
\$54,000.00 annually

ADJUNCT PROFESSOR SALARY

FY 15-16
\$793.00 per lecture contact hour
\$397.00 per lab contact hour
\$595.00 per clinical contact hour

ADDITIONAL SERVICE-WORK RATE

FY 15-16
\$793.00 per unit or hourly as below

FACULTY HOURLY RATE

FY 15-16
\$40.00 per hour

INDEPENDENT STUDY/SPECIAL PROJECT/LOW ENROLLMENT RATE

FY 15-16
\$49.00 per student per credit

CO-OP SALARY SCHEDULE

FY 15-16
\$114.00 per student

ON-LINE COURSE DEVELOPMENT

FY 15-16
\$300.00 for each credit-bearing unit

PROFESSIONAL DEVELOPMENT FUND

FY 15-16
\$3,000.00 maximum for each professor
\$51,100.00 budget per fiscal year

Appendix B: Committees in this Agreement
(Effective July 1 of Each Fiscal Year)

Academic Calendar Committee: Article 5.3.8.

- 3 Professors, 3 Administrators

Probationary Review Committee: Article 5.6.3.

- 3 Professors, 1 Administrator, 1 Full-time Student

Teaching Excellence Committee: Article 5.7.3.

- Up to 4 Professors, 1 Administrator

Faculty Evaluation Procedures Committee: Article 5.7.4.

- 2 Professors, 2 Administrators

Sabbatical Leave Review Committee: Article 5.11.4.

- 2 Professors, Vice President of Instruction, Vice President of Student Services

Exceptional Faculty Award Committee: Article 7.1

- 4 Professors, 2 Administrators, 1 Foundation Representative

Faculty Professional Development Fund Committee: Article 7.3.2.

- 4 Professors

RIF Review Committee: Article 10.7.

- 3 Professors, 1 Administrator, 1 Student

Dismissal Review Committee: Article 11.11.

- 3 Professors, 1 Administrator, 1 Full-time Student

Labor Management Communications Committee: Article 14.

Appendix C: Annual Service Unit Values

SERVICE ACTIVITY	UNITS
Probationary Review Committee Member	1
Teaching Excellence Committee Member (formerly known as Post Tenure Review Committees)	0.5
Club Advisor –range decided in consultation w/ Dean for Student Engagement and approved by VPI	0.5-2
Council or Committee Member (meets once a month or more) as approved by the appropriate VP	1-2
Council or Committee Member (meets less than once a month)	0.5
Council or Committee Chair if professors serve in this capacity as approved by the appropriate VP	1-2
Additional academic advisees for every 14 advisees beyond the standard of 35 advisees as approved by the appropriate VP	0.5
Leadership on college planning, accreditation, or initiative bodies as approved by the appropriate VP	2-4
Membership on college planning, accreditation, or initiative bodies as approved by the appropriate VP	1
Leadership, coordination and writing or program accreditation as approved by the appropriate VP	1-2
Screening Committee member	0.5-1
College Promotions, information sessions, recruitment, academic or professional/technical program outreach as approved by the appropriate VP	0.5-1
Other Service Activity, to be determined by LMCC	0.5-5

The service unit point values in the table above serve as initial estimates, and the College and the Federation will be evaluating the service loads of numerous professors throughout the 2015-2016 academic year and will negotiate through the Labor Management Communications Committee process to arrive at values to be implemented for subsequent academic years.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
SOUTH PUGET SOUND COMMUNITY COLLEGE
AND
THE SOUTH PUGET SOUND FEDERATION OF TEACHERS, A.F.T. LOCAL 4603—AFL-CIO**

MODIFICATION OF ARTICLE 5.3.2, MEETINGS

This memo confirms the following understanding and commitment made between South Puget Sound Community College and the South Puget Sound Federation of Teachers, A.F.T. Local 4603, regarding an agreed upon modification of Article 5.3.2.

The language agreed upon is as follows:


Article 5.3.2 Meetings: Mandatory College Meetings will not be scheduled to run later than 4:30 p.m. nor outside of the nine (9) hour span for meeting participants specified above, except when the meeting participants include members who are not college employees and their availability necessitates a modification to the meeting guidelines.

There will be a minimum of one-hour and fifteen minute block of time per week to accommodate campus wide activities and meetings and allow participation by all faculty. That time will be scheduled Fridays from 3:15 p.m. - 4:30 p.m.

AGREEMENT REACHED

For AFT

For the Employer


Kevin Asman
President

8-10-2015
Date


Kenneth Harden
Chief Human Resources Officer

8/10/2015
Date