

**BIG BEND  
COMMUNITY COLLEGE**

**2016-2018**

**A Negotiated Agreement**

**between**

**Big Bend Community College  
Faculty Association**

**and**

**Community College District No. 18  
Board of Trustees**



BIG BEND COMMUNITY COLLEGE  
FACULTY NEGOTIATED AGREEMENT  
2016-2018

**Table of Contents**

Preamble.....	1
Article I: Recognition .....	1
Article II: Definitions Relating to this Contract.....	1
Article III: Board of Trustees Rights.....	5
Article IV: Faculty Association Rights .....	6
Article V: Negotiations Procedures.....	8
Article VI: Provisions of the Negotiated Agreement.....	9
Article VII: Academic Freedom and Freedom of Expression .....	10
Article VIII: Organization of Instructional Divisions .....	11
Article IX: Position Descriptions .....	12
Article X: Associate and Senior Associate Faculty .....	23
Article XI: Seniority.....	26
Article XII: Instructor Loads .....	27
Article XIII: Professional Responsibility .....	32
Article XIV: Compensation .....	35
Article XV: Professional Development Units (PDUs) .....	42
Article XVI: Exceptional Faculty Award Guidelines.....	46
Article XVII: Insurance and Retirement Benefits.....	47
Article XVIII: Leaves.....	48
Article XIX: Evaluation of Academic Employees.....	56
Article XX: Probationary Evaluation Process for Tenure .....	58
Article XXI: Mentor Program.....	63
Article XXII: Personnel Files.....	67
Article XXIII: Personnel Policies .....	67
Article XXIV: Hiring Standards and Procedures for Faculty.....	68

Article XXV: Outside Employment .....	72
Article XXVI: Discipline/Dismissal for Cause.....	72
Article XXVII: Faculty Enrollment in College Classes.....	76
Article XXVIII: eLearning.....	76
Article XXIX: Intellectual Property .....	78
Article XXX: Curriculum Development .....	79
Article XXXI: Committees .....	80
Article XXXII: Assessment .....	82
Article XXXIII: Instructional Program/Department Review .....	84
Article XXXIV: Declaration of Emergency/Reduction-In-Force for Full-Time Academic Employees.....	88
Article XXXV: Grievance Procedure .....	92
Article XXXVI: Calendar.....	94
Article XXXVII: Conditions and Duration .....	94
Ratification.....	96
APPENDIX A: Instructor Loads .....	97
APPENDIX B: Development and/or Publication of Research Materials .....	98
APPENDIX C: Certifying Agencies for Professional/Technical Instructors.....	99
APPENDIX D: Procedure for Reporting Absences .....	100
APPENDIX E: Academic Calendars .....	101

## Preamble

This is the Negotiated Agreement by and between the Community College District No. 18 Board of Trustees (hereinafter "the Board") and the Big Bend Community College Faculty Association, (hereinafter "the Faculty Association").

## Article I: Recognition

The Board hereby recognizes the Faculty Association as the exclusive negotiating representative for all Community College District No. 18 academic employees as defined in Article II of the Negotiated Agreement.

## Article II: Definitions Relating to this Contract

- A. **Academic employee:** see definition of Faculty below.
- B. **Adjunct Faculty** is an academic employee who is employed on a quarterly basis with no guarantee of continuing employment. This terminology is also used interchangeably with part-time instructor/faculty. Adjunct faculty are either Associate faculty or Senior Associate faculty as defined in Article X.
- C. **Associate Faculty** is a faculty member who is neither tenured, tenure- track, nor on a temporary full-time contract. By definition, an Associate Faculty member is a part-time faculty member. An Associate Faculty appointment carries with it no promise or expectation of continued employment, and the College maintains the right to decide whether or not to rehire an Associate Faculty member subject to the terms and conditions set out in Article X.
- D. **Administrator** refers to professional personnel who have been specifically assigned to administrative appointments by the Appointing Authority.
- E. **Appointing Authority** refers to the President of Big Bend Community College as designated by the Board with a "written order filed in its office, delegating to the President . . . any of the powers and duties vested in or imposed upon . . . it" [RCW 28B.50.140]. This delegation is outlined in BBCC Board of Trustees Resolution 2014-1.
- F. **Board** refers to the Board of Trustees, Community College District No. 18, Big Bend Community College.
- G. **Budget Review Task Force** as defined in Article XXXIV, Section A.

- H. **Campus** refers to any single educational facility and/or academic location of the College.
- I. **College** refers collectively to all educational facilities and/or academic locations of that college within the State of Washington.
- J. **College Assessment Committee (CAC):** The committee includes one faculty member from each division, including one member from the English and Math departments (who may also be the respective division representative), one counselor, and the Dean of Institutional Research and Planning. The CAC may also include up to three administrators appointed by the college president in addition to the Dean of Institutional Research and Planning.
- K. **Conditional Leave** is a leave granted through the President's office specific only to Article XVIII, Section I. If granted, every effort will be made to provide the students with the instructional information missed during the period of absence.
- L. **Course Syllabus** is a detailed description provided to students that explains course content, outcomes, timelines, and evaluation criteria. It must follow the curriculum, course objectives, and contact hours as identified in the Master Course Outline (MCO) on file in the office of the Vice President of Learning & Student Success. It may contain any information that the instructor chooses to provide the students and may change at the instructor's discretion.
- M. **Employee organization (The Faculty Association)** means the organization which includes as members the academic employees of Big Bend Community College and which has as one of its purposes the representation of the employees in their employment relations with the Board of Trustees of Big Bend Community College. This organization is the Faculty Association of Big Bend Community College.
- N. **Exceptional Faculty Award Committee:** a committee to select, review, and approve Exceptional Faculty Award applications to be recommended to the Board of Trustees, through the College President (Article XVI).
- O. **Faculty** means any academic employee who is employed as an instructor, counselor or librarian, whether working full or part-time.
- P. **Faculty negotiation team** refers to the person(s) designated by the Faculty Association to meet, confer, and negotiate with the Board.
- Q. **Full time academic employee** refers to an employee who receives an annual contract.
- R. **Hearing Committee** refers to a specially appointed committee composed of the appropriate Vice President, or appropriate administrator, a Division Chair, three

tenured faculty, and a student representative. This committee is empowered to hear charges on Discipline/Dismissal for Cause, Article XXVI.

- S. **Immediate family** is defined as spouse, registered domestic partner, siblings, parents, grandparents, children, grandchildren, aunts, uncles, nieces, nephews, mother-in-law, father-in-law, sister-in-law, brother-in-law, or those of the employee's spouse, dependents of the employee or persons living in the same household as the employee, or other persons approved by the President or his/her designee.
- T. **Instructional Council** is that organization which provides review and recommendation in the areas of the academic program, instructional budget, policies, publications and associated administrative actions. Its membership includes the appropriate Vice President; Dean of Student Services; Dean of Arts and Sciences; Dean of Workforce Education; Dean of Library Resources, Executive Assistant, Instruction; Division Chairs; and a Student Services Representative. Ex-officio members are the Director of Information Technology, and the Dean of Institutional Research and Planning.
- U. **Master Course Outline (MCO)** is the document approved by the Instructional Council and the Vice President of Learning & Student Success that contains course information such as prerequisites (if any), the course description, required textbook(s), course goals, course objectives, a content outline, planned teaching methods/learning strategies and the evaluation methods or grading procedures. This document sets the standards for the course. The MCO will be updated at least every five (5) years; any substantive changes must be approved by the Instructional Council and the Vice President of Learning & Student Success. Substantive change is when more than one-third of the course content and/or outcomes are proposed to be changed. Copies of the approved MCOs are kept on file in the office of the Vice President of Learning & Student Success and posted on the BBCC website.
- V. **Probationary Review Committee** refers to that joint faculty-administration-student committee provided for in Article XX: Probationary Evaluation Process for Tenure.
- W. **Probationer** as in RCW 28B.50.851 is a full-time academic employee appointed in a tenure-track position but not yet granted tenure.
- X. **Professional Days** are contractual days that academic employees may be required to be on campus according to the provisions of Article IX C.1.
- Y. **Professional Development Units (PDUs)** are identified in Article XV and are awarded for activities that provide a faculty member with information, training, or experience that will either benefit them in the performance of their job as an academic employee or benefit the college.

- Z. **Professional Rights and Responsibilities Committee** refers to that three-person committee, provided for in Article XIII: Professional Responsibility, also Article XVIII: Leaves, A.4., named by the President of the Faculty Association of Big Bend Community College, which will hear complaints of violations of professional rights and responsibilities and also review salary placement grievances of academic employees, professional growth unit reviews, and other employment matters. Each committee member will represent a different division.
- AA. **Program Review Committee** as defined in Article XXXIII consists of the Vice President of Learning & Student Success or his/her designee, an administrator, the Chair of the affected division, two tenured academic employees not from the affected program and appointed by the faculty association president, and one academic employee not a member of the affected area and is appointed by the affected program to act as their advocate, and a student representative.
- BB. **Recordkeeping Day:** Contract days following finals are designated as recordkeeping days. These days are for instructional faculty to finish grading, submit grades, and complete necessary documentation. No meetings will be scheduled on these days except in June when one Recordkeeping Day may be used for probationary faculty committee meetings. In extenuating circumstances, the College President may convene meetings with appropriate faculty on these days.
- CC. **Reduction-in-Force** refers to an action initiated by the Board which reduces the number of and/or reassigns academic employees in accordance with the criteria and procedures established in this document (Articles XXXIII and XXXIV).
- DD. **Release Time** from teaching/counseling/librarian duties, as identified in Article XII, may be provided to an academic employee for one or more quarters. This release time must be pre-approved annually by the college president.
- EE. **Remedial Committee:** A committee formed to evaluate the performance of the faculty member according to Article XIII, E.2a. The committee consists of three faculty assigned by the Faculty Association President and one administrator assigned by the President or his designee.
- FF. **Review Committee** refers to a specially appointed committee, as referenced in Article XX Section C, composed of an administrator appointed by the President, Division Chair of the affected division, and one faculty person at large appointed by the Faculty Association President. In the instance where the affected faculty member is the Division Chair, an alternate faculty member will be chosen jointly by the Faculty Association President and the College President.
- GG. **Sabbatical Committee** refers to the joint faculty–administration committee provided for in Article XVIII: Leaves.

- HH. **Screening Committee** as identified in Article XXIV, is for the process of hiring full-time academic employees. Membership consists of the appropriate Division Chair, one faculty from the teaching area, one faculty at large, and the appropriate Vice President or designee.
- II. **Senior Associate Faculty** is a faculty member who is neither tenured, tenure-track, nor on a temporary full-time contract. By definition, a Senior Associate Faculty member is a part-time faculty member. A Senior Associate Faculty appointment carries with it no promise or expectation of continued employment, and the College maintains the right to decide whether or not to rehire a Senior Associate Faculty member subject to the terms and conditions set out in Article X. After teaching greater than or equal to 50% FTEF for 12 contiguous quarters or more, excluding summer, Associate Faculty may apply for Senior Associate Faculty status.
- JJ. **Tenured Faculty Evaluation (TFE) Committee** refers to that joint faculty-administration committee provided for in Article XIX: Evaluation of Academic Employees.

### **Article III: Board of Trustees Rights**

The Board, on its own behalf and on behalf of the public and the appointing authority, hereby retains and reserves unto itself all power, right, authority, duty, and responsibility conferred upon and vested in it by the laws and constitution of the State of Washington and of the United States, including, but without limiting, the generality of the following rights:

- A. To the executive management and administrative control of the College district and its properties and facilities of its employees;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal, demotion or layoff;
- C. To 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;
- D. To decide upon the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and non-teaching duties and activities;
- E. The exercise of the foregoing power, right, authority, duty and responsibility by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be

limited by the specific and express terms of negotiated policies, by the constitution and laws of the State of Washington and the United States and regulations by the State Board for Community and Technical College Education.

#### **Article IV: Faculty Association Rights**

- A. The Faculty Association shall have the right to guaranteed payroll deduction of membership dues for the representative employee organization, and the Board shall remit such dues to the authorized Association representative if authorized by the employee. It is the responsibility of the Association to obtain written authorization from faculty members so affected. Dues deductions shall be continuous thereafter. Such deductions shall be remitted as directed by the Association.
1. Representation Fee: No full-time faculty member shall be required to join the Association; however, those faculty being paid from the full-time salary schedule who are not Association members but are members of the bargaining unit, shall be required to pay a representation fee to the Association. The Association shall determine the amount of the representation fee and shall so notify the College in writing. Consistent with applicable laws, the representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all faculty.
  2. Right of Non-Association: In the event that the representation fee is regarded by a faculty member as a violation of his/her right to non-association, such objections shall be resolved according to the provisions of RCW 28B.52 or the Public Employee Relations Commission (PERC).
  3. Revocation of membership payroll deductions shall be made in writing to the Association on a form available from the Association between the beginning of the academic year and November 1, and shall become effective at that time. The Association shall submit notice of any revocation to the College.
- B. The Faculty Association and its members have the right to use the College facilities for meetings without charge, provided that such use shall not interfere with or interrupt normal College operations, nor cause increased maintenance costs to the College and arrangements are made through the appropriate office for use outside normal College hours.
- C. Duly authorized representatives of the Faculty Association shall be permitted to transact official Association business on college property. Transaction of such business shall not interrupt the normal College operations.

- D. College owned or rented office equipment may be used by the Faculty Association for its own purposes to the extent permitted by law. The Association shall have the right to use other equipment at reasonable times when such equipment is not in use. The Faculty Association shall pay the actual cost of photocopies, long distance telephone calls, mailing costs, and supplies and materials used. The Association agrees that such use of the above shall not take priority over normal uses or interfere with the operation of the College. The Faculty Association cannot use the internal campus mail system (handling of unstamped mail) for distribution of Faculty Association materials (Federal Private Express Statute 18 U.S.C. 1693 1699; 39 U.S.C. 601 606). Bulletin boards and mailboxes may be used by the Association for distributing and posting of Association materials if handled by a Faculty Association member.
- E. The Faculty Association Representative shall be seated in proximity of the members of the Board at all public board meetings and shall be allowed to enter any items on any agenda by submission to the President ten (10) calendar days prior to the meeting and shall be allowed to speak on any question on any agenda.
- F. The Faculty Association shall be provided with all information they request that is not exempt from disclosure, subject to applicable law or expressly authorized by the terms of this agreement.
- G. The College President shall furnish, upon request, agendas, minutes and study materials at the same time and in the same form as those furnished to the Board except for that information which is discussed in executive session, or in its current state of discussion, must be considered confidential to prevent public embarrassment to an individual, individuals, or the College.
- H. The Human Resources Office shall furnish the Faculty Association with a listing of the names and addresses of all faculty, including evening, off campus, and summer personnel if requested. Federal guidelines will determine the type of information released.
- I. The College President shall furnish to the Faculty Association one (1) copy of all official minutes.
- J. Academic employees have the right to participate in an administrative evaluation on alternate years in accordance with adopted Board Policy.
- K. The Faculty Association shall have the right to participate in the administrative hiring process in accordance with adopted Board Policy.

## **Article V: Negotiations Procedures**

- A. Negotiations may be initiated either by the Board or the Faculty Association. The College President will arrange the initial meeting with the faculty negotiations representative within fifteen (15) calendar days of receipt of a written request for said meeting. All requests for meetings by either party shall include specific written statements which are to be considered. All negotiations are to follow the prescribed method as follows or as determined at the first meeting of the negotiation teams.
- B. Each party shall designate a Chief Negotiator and notify the other party at least seven (7 calendar) days prior to the initial meeting. Arrangements for the next meeting must be mutually agreed upon prior to the conclusion of each negotiations session.
- C. All negotiation topics shall be presented in writing and negotiated through the College President or his/her designee. The Faculty Association reserves the right to meet with the Board or a committee thereof to negotiate any items that cannot be settled in good faith bargaining with the College President.
- D. The Board agrees that all legally negotiable policy, as defined by state law, either particular to Big Bend Community College, supplementary to state law, and/or State Board policy or regulation, shall be approved by the Faculty Association prior to adoption by the Board.
- E. Any statement released to the press in regard to negotiations must be mutually agreed upon by the College President and the President of the Faculty Association.
- F. No outsiders, other than designated note takers, shall attend negotiations meetings unless they are designated in writing as consultants. Their attendance must be agreed upon prior to the meeting.
- G. In the event that an impasse is declared by either the Board or the Faculty Association, both agree to mediation through Public Employees Relations Commission (PERC).
- H. Provisions of the agreement shall continue indefinitely except as modified in future negotiations or unless challenged by another employee organization. In the latter case, the Board shall hold an election to determine who shall represent the faculty.
- I. Negotiations will be opened annually by April 1, unless there is a multi-year contract in effect, in which case negotiations will open by April 1 in the year of contract expiration. Tentative negotiation items will be exchanged at least 7 calendar days prior to this date. Formal negotiation items will be exchanged at the first official meeting of the negotiating parties.

- J. In the event the legislature provides additional funds for salary increases for the period covered by this Negotiated Agreement, the Board will, in accordance therewith, negotiate a salary increase with the Faculty Association in addition to the salary set forth in this term of this Negotiated Agreement. At the conclusion of negotiations, an updated Salary Index Matrix will be issued as an addendum to the published Index in the current Negotiated Agreement. (Note: all changes to this agreement must be negotiated and approved by both parties).
- K. At any year's end, turnover savings as currently defined by the State Board for Community and Technical Colleges are available, negotiations will open for the distribution of those funds.
- L. During the term of negotiations, items may be identified which require extended study and research. Due to time constraints it may not be reasonable to conduct this research during the negotiation period. Therefore, if agreed upon by both parties, as outlined in a memorandum of understanding (MOU), each area of the agreement in question will be assigned to an issue study group consisting of faculty members appointed by the Faculty Association President, and administrators appointed by the College President.
  - 1. The study group's assignment will be strictly limited to the items and timeline specified in the MOU.
  - 2. At the completion of the study period as identified in the MOU, the research will be compiled into a report to be made available to the negotiating teams. For each of the items discussed in the finished report, there must be a discussion of any fiscal impact on the college.
  - 3. The outcomes of the group (report) and all supporting materials will be forwarded to both negotiating teams. Each team will consider the information to determine usefulness in negotiations.
  - 4. Neither team is obligated to use the findings of the report in negotiations.

#### **Article VI: Provisions of the Negotiated Agreement**

- A. Faculty under this agreement have the right under applicable administrative code (State of Washington), to pursue appropriate legal recourse following the completion of all negotiated due process requirements as outlined.
- B. If any provision of this Negotiated Agreement should be ruled invalid by or contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action which is not commanded by law shall be subject to appropriate consultation and negotiation with the Faculty Negotiation Team.

- C. In the event that any provision of this Negotiated Agreement is or shall at any time become contrary to law, all other provisions shall continue in effect.
- D. Upon tentative acceptance of the Negotiated Agreement by both teams, the tentative agreement is submitted to the Faculty Association for formal ratification. Following formal ratification by the Association, the tentative agreement is submitted to the College President for his/her recommendation. He/she then forwards it to the Board of Trustees at the next regularly scheduled or special board meeting consistent with Article XXXVII. The college agrees to prepare and distribute copies of the approved Negotiated Agreement to faculty upon request at college expense. An electronic copy will be available on the BBCC website.
- E. Relevant statistics, budget information, and material related to negotiations shall be made available, upon request, to the Faculty Negotiation Team.
- F. The Board of Community College District No. 18, Big Bend Community College, recognizes the Faculty Association of Big Bend Community College as the duly elected employee organization representing all faculty.
- G. No portion of this Negotiated Agreement can be altered by any person without the agreement of both the Board and the Faculty Association.

#### **Article VII: Academic Freedom and Freedom of Expression**

- A. **Academic Freedom.** The purpose of this statement is to promote public understanding and support of academic freedom and agreement on procedures to assure them at Big Bend Community College. Institutions of higher education are conducted for the common good and not to further the interest of either the individual academic employee or the institution as a whole. The common good depends on the free search for truth and its free expression. Academic freedom is essential to these purposes and applies to both teaching and research. Academic freedom grants academic employees free expression in their search for truth and understanding in the classroom. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the academic employee and of the student in learning. It carries with it duties correlative with rights.
- B. **Freedom of Expression.** When representing or speaking as an employee of BBCC, academic employees will adhere to the principles of fair comment and criticism, neither speaking nor publishing libelous statements. When speaking as a private citizen, the academic employee should make an effort to indicate that s/he is not an institutional spokesperson.
  - 1. Academic employees, both full and part-time, are entitled to freedom in the classroom in discussing their subject and should make every effort not to introduce into their teaching controversial matter which has no relation to

their subject. The academic employees should always strive for accuracy and should show respect for the opinion of others.

**Article VIII: Organization of Instructional Divisions**

The following is the organization of the instructional divisions of Big Bend Community College for the purpose of grouping instructional disciplines and identifying Division Chair positions.

<b>Division</b>	<b>Discipline or Program</b>		<b>Division</b>	<b>Discipline or Program</b>
<b>Allied Health</b>	First Aid Health Education Medical Assistant Nursing Nursing Assistant-Certified Physical Ed. Simulation Technology		<b>Academic Support</b>	Adult Basic Education College Success Skills Developmental English English as a Second Lang. Librarian Counselors
<b>Humanities</b>	Art Communications Drama English Foreign Language Journalism Music Philosophy		<b>Aviation</b>	Aviation/Commercial Pilot Aviation Maintenance Tech. Unmanned Aerial Systems
<b>Math &amp; Science</b>	Astronomy Biology Botany Chemistry Geology Engineering Environmental Science Geography Mathematics (MTH/ MATH/ MPC) Nutrition Physics Science		<b>Professional Studies</b>	Accounting Agriculture Business Business Info. Mgmt. Computer Science Early Childhood Education Economics Education
<b>Social Science</b>	Anthropology Criminal Justice History Political Science Psychology Sociology		<b>Trades and Industry</b>	Automotive Technology Commercial Driver's License Industrial Systems Tech. Welding Technology

## **Article IX: Position Descriptions**

### **A. Counselor**

1. Student Services offers a cluster of services which seek to maximize the student's potential to make responsible and appropriate decisions relating to their educational, personal, social and vocational development. Counselors are to be student advocates and responsible to the Dean of Student Services. The work year for counselors shall be 173 days as specified in the Negotiated Calendar. A counselor may agree with his or her immediate administrator to work any of the 173 days on dates other than those specified in the Negotiated Calendar. With prior approval by the Dean of Student Services, a counselor may substitute a special activity for an in-service activity.
2. The administration may arrange special training sessions during the first (return) week of fall quarter for new counselors and for counselors who are newly assigned to committees or other responsibilities. These sessions will be to familiarize said counselors with the responsibilities and procedures that accompany committees or responsibilities. This week can also be used to have counselors attend state required training activities that cannot be included in the fall in-service due to time limitations. All reasonable attempts will be made to include such training on regularly scheduled in-service days.
3. **Responsibilities**
  - a. Participate in the Student Services area by involvement in advising, counseling, and related functions. This would include, to the extent reasonably possible, attendance at and involvement in applicable student groups or functions such as New Student Registration and Viking Orientation.
  - b. Advise and counsel students both individually and in groups according to a schedule which shall be determined by the counseling staff in cooperation with the Dean of Student Services.
  - c. Assist students in accessing and interpreting relevant information on occupational and educational opportunities.
  - d. Provide personal and social counseling. When appropriate, refer students to an off-campus resource (e.g. social and emotional problems requiring professional help).
  - e. Assist students in accessing transfer information and interpreting that information.

- f. Administer and interpret tests as part of the counseling process. Assist students to realistically evaluate their aptitudes, abilities, achievement and interests.
- g. Help students to develop effective study skills.
- h. Serve as a consultant to other academic employees regarding the counseling and advising needs of particular students and receive students through referral by other academic employees.
- i. Cooperate with counseling personnel in neighboring high schools to provide accurate information about college programs.
- j. Other duties as agreed upon in writing by the counselor and the Dean of Student Services.
- k. Be available 35 hours per week as assigned by the Dean of Student Services. Such services may include research, high school visitations, professional meetings, and other activities relating to counseling functions. Counselors should be available for student counseling approximately 30 hours per week.
- l. Participate in campus governance through active participation on college committees.
- m. Design, implement and evaluate assessment activities for the Counseling department as outlined in Article XXXII.

## **B. Division Chair**

The division organization shall utilize a representative identified as Chair for the instructional division as identified in Article VIII of this document. The rate of pay that recognizes duties and responsibilities served by the Chair, over and beyond the responsibilities of the classroom portion of the instructor's assignment, shall be made in accordance with the schedule in Article XIV, Section D. Division Chairs are responsible to the appropriate Dean/Vice President. The term of the Division Chair shall be from July 1 to June 30, and shall also include the June Instructional Council meeting prior to becoming Division Chair.

### **1. Selection of Division Chair**

- a. Only tenured faculty (including those who have been approved for tenure the following September) are eligible to serve as Division Chair, except in cases in which there are no tenured faculty within the affected division. The Faculty Association President will not be eligible to serve as Division Chair. The selection of the Faculty Association President or a non-tenured faculty as Division Chair

may be granted by mutual agreement between the Faculty Association President and the College President or his/her designee.

- b. The Division Chair will be selected by a vote of the full-time faculty members of the particular division. All full-time faculty members should participate in the selection of their Division Chair. Faculty with temporary or single-year contracts are not eligible to vote.
- c. By April 15, the Vice President of the Faculty Association will query eligible full-time faculty members of each division for the nomination of faculty to serve as Division Chair. Nominations must be made in writing by hard copy or email to be considered official. The process of choosing faculty to nominate is internal to each division. The Vice President of the Faculty Association will put forth all proper nominations for a vote.
- d. By May 1, the Vice President of the Faculty Association will then provide ballots to the full-time faculty members in each division listing the names of those division members nominated to serve as Division Chair. In the event that the Vice President of the Faculty Association is serving as a Division Chair, the election for that division will be conducted by the President of the Faculty Association.
- e. In the case of a tie, the senior faculty member (of those tied) will serve as the Division Chair for the following year.
- f. Announcement of the names of Division Chairs for the following year will be made by June 1.

## **2. Length of Service**

- a. Maximum service limits are provided to allow for all faculty and all departments to share in the representation and service to the college as provided by division chairs.
- b. The maximum length that any one faculty member can serve as Division Chair is five consecutive years. Exceptions to this may be granted in writing by mutual agreement between the Faculty Association President and the College President or his/her designee.
- c. When there are multiple departments in a division, the maximum length that any one department may control the Division Chair post is five consecutive years. This will take effect, and the five-year period will begin July 1, 2016. Exceptions to this may be granted in

writing by mutual agreement between the Faculty Association President and the College President or his/her designee.

- d. A Division Chair may be removed from their responsibilities within the terms of the contract by majority vote of the division or a collaborative agreement between the President of the Faculty Association and the College President or his/her designee.

### **3. Required Duties/Responsibilities of Division Chair**

The responsibilities of the Division Chair are in addition to contracted instructional duties. While the individual is serving as Division Chair, overload teaching will be scheduled in such a way as to not interfere with normal Division Chair duties. To provide the opportunity for faculty input for administrative functions, the Division Chair will:

- a. Represent the division and division members on the following committees:
  - 1. Instructional Council
  - 2. Academic Master Planning Committee
  - 3. Facilities Planning Committee
  - 4. Budget Review Task Force
  - 5. Screening committees for new full-time staff in division
  - 6. Probationary Review Committees
  - 7. Program Review Committee (affected division)
  - 8. Shared Governance Council
  - 9. Other committees as required by the Negotiated Agreement or as agreed to by the President of the Faculty Association and the BBCC President.
- b. Represent the division at meetings to discuss critical matters as requested by the College President or his/her designee.
- c. Report items discussed in the above committees and any other pertinent information to the faculty s/he represents.
  - 1. Draft minutes from Instructional Council will be sent out to faculty within three (3) business days after the meeting.

- d. Schedule and conduct three division meetings each quarter (including the lunch meeting during the three in-services). Agenda items, a list of attendees, and any policy decisions/language made during the meeting will be distributed to the Division. The agenda, list of attendees, and policy decisions/language will be kept on file by the Division Chair for two years with a copy circulated to each member of the Division.
- e. Meet with appropriate Dean or Vice President of Learning & Student Success as necessary to share concerns and other items of interest from the division faculty.
- f. Act as liaison between administration and faculty to support division operations.
- g. Assist faculty with the development or modification of courses and programs.
- h. May provide advice or insight to division personnel as requested by the appropriate administrator or faculty member.
- i. Work collaboratively with instructional deans, the Registrar, and the Vice-President to develop and publish catalogs, course schedules, and other publications.
- j. Assist appropriate administrator and departments with recruiting, screening and evaluating adjunct/part-time faculty.
- k. Serve as the initial contact person for issues between students and faculty.
- l. Listen to concerns and actively participate in discussions with the division members. Assist in resolving minor personnel issues in the division.
- m. Assist the appropriate Dean/Vice-President in developing and monitoring the instructional budget.
- n. Newly elected Division Chairs will attend the June Instructional Council meeting to receive an orientation on Division Chair responsibilities.
- o. Other duties as agreed upon in writing between the appropriate Dean/Vice-President and Division Chair.

### C. Instructor (Full-time)

1. The work year for instructors shall be as specified in the Negotiated Calendar. An instructor may agree with his or her immediate administrator to work any of the 173 days on dates other than those specified in the Negotiated Calendar with notification of the Division Chair. Attendance shall be required for the number of days indicated on the Negotiated Calendar for the current year as days scheduled for advising, teaching, testing and in-service. Attendance may be required on some recordkeeping days as per the definition in Article II.

It is expected that the scope of responsibilities requires a minimum of thirty hours on campus or instruction-related activities, or for activities such as scheduled off-campus college-related meetings or conferences, recruiting activities, or instruction/supervision during clinical or externship courses.

The four-day teaching calendar is structured so that faculty and students accomplish the work of five traditional instructional days in four calendar days. During the remainder of the 173 days faculty members may also be required to attend meetings that cannot reasonably be scheduled during the four-day teaching week because of faculty teaching and office-hour schedules. Every attempt will be made to meet Monday through Thursday. If committee members cannot agree to meet Monday through Thursday, the responsibility for making the decision to meet on Friday falls on the administrative member of the committee.

Faculty will be required to attend an in-service activity for professional development no more than once a quarter, as per the negotiated calendar. With prior approval by the Vice President of Learning & Student Success, a faculty member may substitute a special activity for an in-service activity.

2. The administration may arrange special training sessions during the first (return) week of fall quarter for new faculty members and for faculty who are newly assigned to committees or other responsibilities. These sessions will be to familiarize said faculty members with the responsibilities and procedures that accompany committees or responsibilities. This week can also be used to have faculty attend state required training activities that cannot be included in the fall in-service due to time limitations. All reasonable attempts will be made to include such training on regularly scheduled in-service days.

### 3. Responsibilities during the contract year

- a. Teach assigned courses in accordance with the Master Course Outline (MCO) and schedule requirements.
- b. Maintain the curriculum for each course taught. Maintenance of curriculum means minor changes in each course taught involving less than one third of the content being revised and/or development or incorporation of new pedagogy involving less than one third of the course presentation.
- c. Participate in professional development that improves teaching abilities and content knowledge.
- d. Maintain required licensing and Professional/Technical Certification.
- e. Participate in developing and maintaining special program accreditation.
- f. Assist students in planning an educational program and in selecting courses. When necessary, refer students to appropriate student services for assistance.
- g. Maintain and submit grades and attendance reports to college personnel when required. Maintain student course materials for two (2) quarters beyond the quarter of attendance. Materials may be kept beyond two (2) quarters if those materials are needed for an active grievance or complaint, in which case the records will be kept for a period of time as defined by state rules and regulations.
- h. Design, implement and evaluate assessment activities for the department as outlined in Article XXXII.
- i. Prepare instructional information, i.e. existing MCOs, annual and quarterly schedules, and catalog information, as may be requested by the Division Chair, the Dean, or appropriate administrator.
- j. Post syllabi quarterly to the portal for each course taught.
- k. Prepare and maintain instructional lab materials and notify appropriate college personnel as to needed repairs, replacement, safety issues, routine maintenance, and inspection(s).
- l. Order instructional materials, including textbooks, for courses taught according to published timelines.

- m. Post a weekly responsibility schedule on the office door, with a copy submitted to the office of the Vice President of Learning & Student Success, no later than the end of the first instructional week of each quarter during the college calendar year. The responsibility schedule shall include class hours and posted hours available to students. Posted hours are for the purpose of meeting with students for advising and academic assistance. Faculty may meet with students in other suitable campus locations. The alternative meeting place must be posted on the instructor's schedule.

**Campus Office Hour Requirement:**

<u>Defined Weekly Contact Load</u>	<u>Office Hours</u>
15-20 hrs	5 hrs
21-30 hrs	3 hrs

- n. Participate in recruiting activities to support courses and college enrollments.
- o. Participate in the screening, assessment, and evaluation of instructional support personnel and student assistants as requested by the Dean.
- p. Monitor expenditures from the departmental budget.
- q. Participate in campus governance through active participation on college committees.
- r. Develop and maintain a safe educational environment and communicate and enforce safety rules.
- s. Maintain an educational environment that promotes student learning and success.
- t. Each full-time instructor should maintain communication with their students and post their preferred communication method within course syllabi. Faculty are not required to respond to student inquiries on weekends or at night, but are expected to respond promptly to all student communication and to make their communication policies clear to students via their course syllabi.
- u. Faculty teaching online courses should consult the eLearning Article XXVIII for additional responsibilities and campus responsibility adjustments.

- v. Other duties and responsibilities as defined and agreed upon in writing with the appropriate Vice President/Dean and individual faculty member.

#### **D. Adjunct/Part-Time Instructor**

Within this section, the terms Adjunct faculty and/or Part-Time Instructor refer to both Associate and Senior Associate faculty.

1. A part-time appointment is only for the period and teaching assignment stated in the employment document. On-campus, off-campus, and on-line instructors are responsible to the appropriate Dean.

Part-time Instructors are either Associate Faculty or Senior Associate Faculty as defined in Article X.

Associate and Senior Associate Faculty within any education setting where BBCC MCOs are the governing document for the development of curriculum and where students receive BBCC credit shall adhere to the responsibilities listed below.

#### **2. Responsibilities**

- a. Prepare and teach assigned courses in accordance with the Master Course Outline and in consultation with a full-time faculty member in the assigned department.
- b. Meet the class times as required by the quarterly schedule.
- c. Assist students with questions related to the course(s) being taught.
- d. Each part-time instructor should maintain communication with their students and post their preferred communication method within course syllabi. Associate and Senior Associate faculty are not required to respond to student inquiries on weekends or at night, but are expected to respond promptly to all student communication and to make their communication policies clear to students via their course syllabi.
- e. Refer students to appropriate college resources as needed.
- f. Maintain and submit grades and attendance reports to college personnel when required. Maintain student course materials for two (2) quarters beyond the quarter of attendance. Materials may be kept beyond two (2) quarters if those materials are needed for an

active grievance or complaint, in which case they will be kept for a period of time as defined by state rules and regulations.

- g. Submit assessment data in consultation with a full-time faculty member in the department.
  - h. Assist with development, selection, and/or recommend selection of instructional materials for courses being taught.
  - i. Notify the Human Resources Office in the event of absence (see Appendix D).
  - j. Prepare course and other instructional information as may be requested by the Division Chair, the Dean, or the appropriate administrator.
  - k. Post syllabi quarterly to the portal for each course taught.
  - l. Maintain an educational environment that promotes student learning and success.
  - m. Develop, teach and enforce safety rules in any classroom or lab environment.
  - n. Schedule and hold one office hour per week for the purpose of meeting with students. Notify students of the scheduled time within the course syllabus.
  - o. Participate in one in-service (Part or Full-Time) per academic year.
  - p. Design, implement, and participate in assessment activities as designated by the related department/division.
3. Associate and Senior Associate faculty assignments do not qualify towards tenure.

#### **E. Librarian**

1. The library offers a wide range of resources and services to assist students, faculty, and citizens of the College district to realize educational, personal, social, and employment goals.

The professional librarian is expected to help maintain this learning resource and provide assistance to help the Library meet its goals. The librarian reports to the Dean of Library Resources and is required to be on duty 35 hours per week.

The work year for librarians shall be 173 days as specified in the Negotiated Calendar. A librarian may agree with his or her immediate administrator to work any of the 173 days on dates other than those specified in the Negotiated Calendar. During the remainder of the 173 days librarians may also be required no more than once a quarter to participate in professional development based on established institutional objectives and goals, unless they have requested and received prior approval in writing from their Dean that they have already engaged in other such activities during that quarter. With prior approval, a librarian may substitute a special activity for an in-service activity.

2. The administration may arrange special training sessions during the first (return) week of fall quarter for new librarians and for librarians who are newly assigned to committees or other responsibilities. These sessions will be to familiarize said librarians with the responsibilities and procedures that accompany committees or responsibilities. This week can also be used to have librarians attend state required training activities that cannot be included in the fall in-service due to time limitations. All reasonable attempts will be made to include such training on regularly scheduled in-service days.

3. **Responsibilities**

- a. Provide reference and circulation services to students, faculty, staff, and other library users.
- b. Work collaboratively with college faculty; be responsible for developing and coordinating the teaching and assessment of information literacy skills across the campus.
- c. Develop, teach, and assess library skills sessions, subject-specific curriculum, orientations, and training in the use of information resources for faculty, students, and co-workers.
- d. Collaborate with faculty on collection development and assessment.
- e. Promote use of the library services and resources.
- f. Assume operational responsibility for the library in the absence of the dean.
- g. Actively contribute to the operation and improvement of the library through professional reading, participation in continuing education activities, and continuing commitment to the library's ability to serve patrons.

- h. Other duties and responsibilities as defined and agreed upon in writing by the Dean of Library Resources and the Librarian.
- i. Participate in campus governance through active participation on college committees.
- j. Design, implement and evaluate assessment activities for the Library as outlined in Article XXXII.

### **Article X: Associate and Senior Associate Faculty**

- A. **Definition:** An Associate Faculty member is a faculty member who is neither tenured, tenure- track, nor on a temporary full-time contract. By definition, an Associate Faculty member is a part-time faculty member. An Associate Faculty appointment carries with it no promise or expectation of continued employment, and the College maintains the right to decide whether or not to rehire an Associate Faculty member subject to the terms and conditions set out in Article X.
- B. **Definition:** A Senior Associate Faculty member is a faculty member who is neither tenured, tenure- track, nor on a temporary full-time contract. By definition, a Senior Associate Faculty member is a part-time faculty member. A Senior Associate Faculty appointment carries with it no promise or expectation of continued employment, and the College maintains the right to decide whether or not to rehire a Senior Associate Faculty member subject to the terms and conditions set out in Article X. After teaching greater than or equal to 50% FTEF for 12 contiguous quarters or more, excluding summer, Associate Faculty may apply for Senior Associate Faculty status.
- C. **Faculty Steps**
  - 1. **Associate Faculty.** Associate faculty will complete all duties outlined in Article IX, D, as well as the following:
    - a. Satisfactory student and peer/administrator evaluations required for most quarters based on evaluation schedule.
    - b. One office hour per week, per course taught.
    - c. Participation in one in-service (Part or Full-time) per academic year.
    - d. Participation in campus or departmental assessment.
    - e. Requests for variance from these duties will be considered if a request is submitted in writing to the Dean or VP of Learning and Student Success.

2. **Senior Associate Faculty.** After teaching of greater than or equal to 50% FTEF for 12 contiguous quarters or more, excluding summer, associate faculty may apply for Senior Associate Faculty status. Senior Associate faculty perform all duties required of Associate faculty. Senior Associate faculty may receive a \$2,000 annual stipend provided they submit documentation of participation in the following activities:
  - a. Offered student hours per week pro rata to department.
  - b. Participation in three in-services (Part or Full-time) per academic year (for those faculty who teach 76% or more, credit will not be for in-service since those days are already compensated, substitute optional items (\*) for the in-service credit).
  - c. Participation in campus or departmental assessment.
  - d. \*Participation in the new student advising sessions each quarter, or
  - e. \*Observe and evaluate three (3) associate faculty each quarter, or
  - f. \*Tutor five hours in the Writing Center or STEM Center each quarter.
  - g. Committee work or Club Advisor or Co-Advisor.
  - h. Complete Faculty Self-Assessment tool and create a Professional Development Plan.
  - i. Satisfactory student and peer/administrator evaluations required for most quarters based on evaluation schedule.

D. **Senior Associate Faculty Promotion.** In order to promote excellence in teaching and learning and to recognize Senior Associate Faculty who provide a significant contribution to our college, they may receive a \$2,000 stipend according to the eligibility provisions and criteria below.

1. Applications for Senior Associate Faculty to receive the annual stipend must be submitted to the appropriate dean by the sixth (6th) week of spring quarter.
2. Approval or denial of stipend decisions will be made by the appropriate dean in consultation with the Division Chair and provided in writing to the Senior Associate Faculty member prior to the end of spring quarter. If denied, the appropriate dean will provide written explanation for the denial and will provide an improvement plan, if applicable. The Senior Associate Faculty member may appeal the decision to the VP of Learning and Student Success. His/her decision is final.

## **E. Annual Contracts**

The college reserves the right to offer annual contracts to faculty which meet an average of 80% or more annual teaching load for three or more years and have earned a Senior Associate Faculty stipend for the previous three years.

## **F. Annual Contracts Process**

1. Eligible Senior Associate Faculty will be informed prior to the end of Spring Quarter that they are being offered an annual contract for the following year.
2. Eligible Senior Associate Faculty will be assigned classes by the Dean, after full-time faculty have been assigned their full load of classes and offered one moonlight each. Once a contract has been signed, Full-Time faculty will only have bumping rights over a contracted Senior Associate Faculty member if the class is required to meet a Full-Time Faculty member's load. Full-Time faculty seeking a moonlight contract will not have bumping rights over an annually-contracted Senior Associate Faculty member.
3. Should the College not be able to provide the Senior Associate Faculty member the contracted number of classes, the College must make arrangements that ensure the Senior Associate Faculty is compensated to a level commensurate with teaching those classes. Additional college duties could be required to compensate for lost classes. Duties will be decided upon by the appropriate Dean and in agreement with the affected department and Division Chair. If duties or other assignments could not be agreed upon, the contract can be amended in consultation with the appropriate Division Chair.

## **G. Compensation**

1. Salary and Benefits: Associate and Senior Associate Faculty shall receive compensation and benefits pursuant to this agreement.
2. Orientation, In-Service, and Additional Duties Compensation: Associate and Senior Associate Faculty will be compensated for additional duties pursuant to this agreement.

**H. Work Space and Resources.** All Associate and Senior Associate Faculty shall be provided resources required to teach their courses and access to a workspace containing a college-provided computer and phone in order to fulfill college responsibilities. The College shall provide space that affords the ability to confer with students in a way that protects the student's privacy.

- I. **Department/Division Meetings.** Associate and Senior Associate Faculty shall be invited to participate in department/division and other committees.

## **Article XI: Seniority**

### **A. Seniority Units and Determinations of Seniority**

1. **Assignment to Seniority Units.** Academic employees with teaching responsibilities will be assigned to a seniority unit by the appropriate Vice President after consultation with the appropriate Dean and/or Division Chair. The evaluation is to be based on the majority of the full time teaching assignment for the previous three (3) instructional quarters. Academic employees on leave will be assigned on the basis of the full time teaching assignment of the most previous three (3) instructional quarters. Summer quarter is not used as a computing base. Counselors and librarians are automatically assigned to their respective units. Counselors and librarians are defined for seniority unit placement although they report to the supervisors identified in Article IX. Division placement is not a factor in determining an academic employee's seniority.
2. **Appeal of Unit Assignment.** Academic employees who feel they have been incorrectly placed in a seniority unit shall have the right to appeal to the Vice President of Learning & Student Success. Written notice of an appeal must be received by the Vice President within one calendar month following the receipt of notification of the employee's assignment to a seniority unit. A response to the academic employee shall be provided within seven (7) working days after the appeal has been filed. In the event a satisfactory resolution is not reached, the academic employee may appeal to the President. This appeal, including the basis for the appeal, must be in writing and filed within five (5) working days after receipt of the Vice President's response. Within five (5) working days following receipt of the employee's written appeal, the President's written decision will be provided to the academic employee and the Vice President. The President's written decision is final. The academic employee reserves the right to Faculty Association representation during the entire appeal process.
3. **Notification of Seniority Unit Assignment.** Each academic employee shall be assigned to a seniority unit upon initial hire. Distribution of current seniority unit assignments shall be made in writing by the appropriate Vice President or his/her designee at the Fall In-service.
4. **Establishing Seniority Unit Ranking.** The placement of each academic employee in a seniority unit shall be determined by:

- a. The date the employee signed the first full-time professional contract with Community College District No. 18. A period of professional leave status shall receive full allowance for the years of full time service. An employee who has been granted a leave of absence without pay will maintain all accrued seniority. The employee can request to have their seniority continue to accrue while on leave.
- b. In the event the full-time employment contracts of individual academic employees bear the same signing date, seniority shall be determined by:
  1. First date of the signature of a letter of intent by the academic employee to accept employment; or
  2. First date of application for employment.

## **Article XII: Instructor Loads**

### **A. Full-Time Faculty**

1. The actual credit-student load carried by an instructor varies, depending on: the discipline which is taught; the nature of the course; the number of students in the class; and the teaching requirements at Big Bend Community College.
2. In defining teaching loads the College utilizes traditional concepts of what constitutes a full-time teaching load, averages, and other data experienced in community colleges in the state system, suggested load assignments from various professional associations, and studies made by other community colleges. All these factors are mutually considered by the administration and faculty in resolving teaching load issues. In all cases, student need will dictate scheduling and load requirements.
3. Academic employees hired before June 30, 1999 will be assigned classes under the Article XIV A.3 provisions of the 1998-99 Negotiated Agreement as found in Appendix A.
4. A normal full-time teaching load may be made up of a combination of day and alternative classes each quarter. Alternative classes are considered to be courses taught fully online, in the evening, on Fridays or Saturdays, or in a hybrid format. The normal schedule will be determined by the appropriate Vice President or the appropriate Dean, in consultation with the academic employee.
5. Faculty hired after July 1, 2016 may be required by the college to teach a course in an alternative format if it meets the needs of the department or

student population in agreement with the affected faculty and Division Chair. Evening assignments will not be followed the next day of the week with a class beginning before 11:45 a.m. without concurrence of the faculty member. Alternate day (Friday and/or Saturday) classes are assigned only in full agreement with the affected faculty member.

6. With the consent of the individual faculty member, based on student/college need, the contractual obligations to the college may include non-credit courses, workshops, seminars, or other community service type activities.
7. If the total annual teaching assignment, excluding summer session, is less than specified in Section B of this section, the appropriate administrator may assign additional instruction or related duties after conference with the individual instructor and Division Chair to determine an appropriate assignment. The additional duties will be appropriate to the instructor's experience and qualifications. This assignment is not to exceed the specified number of contact hours for total instruction or related duties. Also the assignment is not to exceed two quarters without written permission from the Vice President of Learning & Student Success. The instructor may appeal the assignment to the Vice President of Learning & Student Success.
8. The Division Chair, the Vice President of Learning & Student Success and/or the appropriate Dean, in consultation with the faculty member, will make load (instructional) assignments. Loads are to be assigned according to instructional, student, and fiscal needs of the institution. Before offering any classes to part-time Academic Employees, those classes will be offered to the full-time Academic Employees within that Division. These classes may either be considered part of the full-time Academic Employee's normal teaching load or an overload assignment. Before any changes are made, every reasonable effort will be made to consult the affected faculty member.
9. Academic employees may be given release time from teaching/counseling/librarian duties for one or more quarters when assigned responsibilities for special institutional projects. The college president must approve all special assignments supported by release time and a written contract stating the details of the assignment must be provided to the faculty member and the Faculty Association President.
10. Academic employees teaching science lab courses may elect to teach a double-lecture section with separate labs. Load will be calculated based on two separate sections. In order for the double-section to make, enrollment in the combined section must meet 1.5 of maximum class capacity.
11. Academic employees may request to average their teaching load across three quarters (Fall through Spring). Requests must be submitted to the

Dean and the Vice President of Learning and Student Success prior to August 1.

**B. FTEF Divisor**

An instructor is considered to have a full teaching load with the following assignment (average for three quarters) excluding summer quarter. Instructor load is to be figured according to lecture and lecture/lab classifications first. If an Academic Employee is teaching in two lab/lecture categories, load will be calculated in the primary work assignment category.

Type of Class	# of Contact Hours Weekly
<b>Lecture:</b>	15
<b>Lab/lecture (a):</b> Art, Lab Sciences, Music, Education, Computer Science	16
<b>Lab/lecture (b):</b> Auto Technology, Aviation Maintenance Technology, Nursing Assistants Certified, Emergency Medical Technician, First Aid, Industrial Systems Technology, Medical Assistant, Welding Technology	22
<b>Lab/lecture (c):</b> Nursing	20
<b>Lab/lecture (d):</b> Adult Basic Education/English as a Second Language, Physical Education	25
<b>Lab/lecture (e):</b> Aircraft Rescue and Firefighting (ARFF), Commercial Driver's License, Commercial Pilot/Aviation (includes 5 office hours), Work Based Learning/Co-op Education	30
<b>Lab/lecture (f):</b> Business Information Management	15

**C. Overload Assignment**

1. Full-time faculty members may accept an overload assignment on an extra contractual basis for compensation not to exceed 4/3 of their normal teaching load. Exceptions may be granted by the Vice President of Learning & Student Success or his/her designee in consultation with the Division Chair for special circumstances.
2. Overload assignments outside the instructor's division may be made in consultation with the Vice President of Learning & Student Success or his/her designee, the instructor's Division Chair, and the division/department Chair(s) of the outside division.

3. Salary for overload assignments is based on the part-time faculty salary schedule.
4. Overload assignments for probationary academic employees must be approved by the Vice President of Learning & Student Success in consultation with the Division Chair and input from the chairperson of the probationer's Review Committee.
5. If a course is cancelled and the faculty member has an overload assignment, the cancelled course will be considered the overload.

#### **D. Part time Assignment**

Salary is based on the credit rate as listed in the current part-time faculty salary schedule.

#### **E. Maximum Class Size**

1. Class size shall be set at a level consistent with quality instruction. It is recommended that maximum class size be determined by the appropriate Vice President or the appropriate Dean, after consulting with the Division Chair and instructor involved.
  - a. Online/Hybrid courses will be capped at the same number as their ground equivalent.
  - b. Lower class maximums might be required due to room constraints, resource constraints, or special considerations discussed between the affected faculty and the Dean.
  - c. Class capacities maybe exceeded upon mutual agreement of the instructor and the Dean.

#### **F. Minimum Class Size**

1. Minimum enrollment for classes shall be 15 students.
2. Exceptions to the minimum class size policy may be granted by the Vice President of Learning & Student Success or his/her designee for one of the following reasons:
  - a. Continuing (sequential) and advanced classes that have a prerequisite which is included in the sequence in order to be considered; e.g. Spanish 121 and 122, Chemistry 161 and 162.
  - b. The course satisfies a certificate or degree requirement as defined in the current catalog.

- c. Specialized courses which, due to the subject matter content, are offered only once per year or every other year.
  - d. Classes where enrollment is limited due to facility or state regulations.
  - e. Classes which meet special program or scheduling needs (i.e. night/weekend).
  - f. An instructor may request to run an under-enrolled class if the number of students below minimum class size in the under-enrolled class is added to a class with a waiting list, being taught in the same quarter and having the same credit value. Both the under-enrolled class and the waitlisted class must be non-general elective courses; e.g. Class "A" is a five credit class and has 10 students enrolled. Class "B" is a five credit class, has reached full enrollment capacity, and has a waitlist of five or more students. The instructor would add 5 students to class "B" to off-set the under-enrollment in Class "A".
3. All classes that meet minimum class size by the first class meeting will be considered to have "made." Instructors will be paid at the published rate. Requests for exceptions to the above policy should be directed to the appropriate Vice President or his/her designee.
  4. Faculty members wishing to explore alternative strategies for enrollment are encouraged to share ideas with their Division Chair, Dean, and/or the VP of Learning & Student Success. Final authority for implementing alternative strategies rests with the VP of Learning & Student Success. If an alternative assignment is given, the time required for the assignment can be no more than 82.5 hours for Instructors and 96 hours for Librarians and Counselors. This equates to 25% of their expected on-campus hours for one quarter. An accounting of the time will be required.

#### **G. Course Cancellations**

1. Prior to discontinuing any class, the Vice President of Learning and Student Success or his/her designee shall consult with the appropriate Division Chair and affected faculty member regarding the recommendations. Division Chairs are encouraged to bring such matters to the attention of the Vice President. Final authority shall rest with the Vice President of Learning and Student Success. Such notification must be in writing and provided in a timely manner, but no later than the third day of the first week of classes.
2. Only under unusual circumstances will a class be discontinued after the third (3rd) regularly scheduled session.

## H. Independent Study

1. Requires a written learning contract between the instructor and student, approved by the Vice President of Learning & Student Success or his/her designee. The contract must include a statement of the subject content, the specific learning outcomes for the course, learning tasks and work to be completed by the student, and credit to be earned. Time is arranged between student and instructor. Independent study classes are not clustered with other classes.
2. Receive credits as described on the MCO, if one exists, or in accordance with the guidelines in the State Board Policy Manual if no MCO exists.
3. Are reimbursed at \$50.00 per student per credit; enrollment not to exceed 5 students.
4. The class may be taught through a faculty volunteer contract, upon agreement between the faculty member and the Vice President of Learning & Student Success. The Faculty Association President shall be notified of any such volunteer agreements.

## Article XIII: Professional Responsibility

(see also Article IX)

- A. If an instructional position has certain certification or licensing requirements as specified in the employment contract, obtaining and maintaining those requirements is a condition of continued employment (see Article IX, Section 3.d., and Appendix C).
- B. The responsibility of the academic employee is to serve the student primarily through classroom faculty student contact and by indirect assistance as related to the teaching process. These responsibility factors should be established to ensure an appropriate balance of faculty assignments (1) in the institution, (2) within a division, and (3) for an individual academic employee.
- C. **Responsibility Schedule:** Each full time academic employee shall develop a weekly responsibility schedule in conjunction with and approved by the Division Chair and the appropriate Vice President or his/her designee. This schedule shall be posted on his/her office door, with a duplicate copy to the office of the appropriate Vice President, no later than the end of the first instructional week of each quarter during the College calendar year. The responsibility schedule shall include class hours and office hours.
- D. Academic employees shall develop written objectives in a Master Course Outline for each course taught. These objectives will be available to students planning

their learning programs. Each Master Course Outline shall be reviewed and updated annually to ensure instructional efficiency. A course syllabus is the document instructors provide students informing them of course content and procedures and is in accordance with the Master Course Outline.

- E. **Academic Employee Responsibility:** The Faculty Association agrees with the principle of self-discipline and is fully willing to cooperate with the administration on this matter according to the following procedures:
1. The Professional Rights and Responsibilities Committee as appointed by the Faculty Association President will hear complaints of violations of professional rights and responsibilities. Matters may be referred to this committee by the Association President on behalf of any faculty member or by the appropriate Vice President. The committee will hold hearings to examine the complaints and will return a recommendation to the Association President who will submit the recommendation to the administration for action. While a poor Tenured Faculty Evaluation may be indicative of performance of professional responsibilities, it is, in itself, insufficient evidence of poor performance. At least three recent quarters of documentation showing a pattern of poor performance are necessary for referral to the Professional Rights and Responsibilities Committee. Documentation may include but is not limited to:
    - a. a pattern of student complaints or grievances; an official form containing the complaint and all subsequent actions will be filed in the Instructional office with a copy to the faculty member involved.
    - b. a pattern of complaints regarding clinical site work;
    - c. a pattern of excessive student withdrawals;
    - d. a pattern of excessive absenteeism or reoccurring failure to meet classes;
    - e. a failure to fulfill professional responsibilities, e.g., committee assignments. (refer to Articles IX and XXXI)
    - f. a failure to work cooperatively and professionally with peer faculty and/or staff.
  2. The PR & R Committee will meet with the academic employee, appropriate students, division members, etc. to evaluate the evidence. A report of the PR & R Committee will be sent to the VP of Learning & Student Success and the Faculty Association President within three weeks (15 working days) of initial charges. If the PR & R Committee finds that there is sufficient evidence to indicate that the faculty member is not performing to contractual expectations, then the employee will be placed on remedial status. If the

complaints concern a Vice President/Dean, the College President rather than the Vice President/Dean will review the matter. If the complaints concern the College President, the Board of Trustees will review the matter. If a faculty member feels s/he has a complaint, recourse may be sought through the normal chain of command.

- a. A Remedial Committee equivalent to a probationary committee (three faculty assigned by the Faculty Association President and one administrator assigned by the President or his designee, but without the student) will be formed to evaluate the performance of the faculty member over the succeeding three quarters (excluding Summer quarter).
  - b. The Remedial Committee will meet with the affected faculty member during the first week of the first quarter of remediation to work out a remediation plan based on the evidence and report of the PR & R committee. Should the remediation involve instructional complaints, then the remediation process shall include an evaluation through student evaluation, classroom visitations, and peer faculty evaluation.
  - c. At the end of the three quarters the Remedial Committee will submit a report to the PR & R Committee, the Faculty Association President and the Vice President of Learning & Student Success giving an evaluation of the faculty member's progress. The Professional Rights and Responsibilities Committee will evaluate the report and may recommend one of four options:
    1. Exoneration of said faculty member.
    2. Reprimand of said faculty member with a letter placed in his/her personnel file and a recommended plan of professional development and/or remediation.
    3. Recommend continuation of remediation if significant progress has not been made.
    4. Recommendation for dismissal of said faculty member. Should dismissal be recommended, the faculty member is entitled to due process as allowed in RCW 28B.50.863 and Article XXVI, D of the *Negotiated Agreement*.
3. In any case, the Chair of the Professional Rights and Responsibility Committee will issue a written report of the investigation to the appropriate administrator, President of the Faculty Association, and the faculty member

in question. Final recommendation will then be given to the President of the College by the appropriate administrator.

## **Article XIV: Compensation**

### **A. Salary Index Matrix (SIM)**

1. Full-time academic employees who meet minimum position requirements shall be placed on the Salary Index Matrix (SIM). The initial salary placement of these academic employees shall be according to relevant experience and credentials. Initial placement may exceed that provided for in Paragraph B. 1 and 2 below upon recommendation of the appropriate Vice President or his/her designee and the concurrence of the President. Such placement is to be recommended only for those positions where a college assessment of the market value of such a position within the Community and Technical Colleges of Washington requires a higher entering salary to contract with the most appropriate candidate. This placement is subject to review as provided in Section A.3 of this article.
2. The appropriate Vice President or his/her designee shall place each new full time academic employee on the Salary Index Matrix.
3. A Credential/Experience Verification Form will accompany the initial contract showing determination of SIM placement and indicating the right to appeal the placement according to this Article. To apply for a change in initial salary placement, the employee must submit evidence to support his/her appeal for re-evaluation by the end of the second academic year of employment to the appropriate Vice President or his/her designee; decisions will be subject to re-evaluation by the Professional Rights and Responsibilities Committee within 30 working days of receipt of the appeal, with the committee's recommendation forwarded to the President for consideration within that stated time period.
4. All newly hired, full-time academic employees paid from State funds will be placed on probationary status, except those hired for specially funded programs as referenced in Article XXIV, A.4.
5. SIM advancement for completion of degrees shall be subject to provisions outlined in section C.1 of this article. The academic employee must notify the appropriate Vice President's office and the Human Resources office in writing by April 1 of the intent to move on the SIM due to degree completion.

### **B. Placement on the Salary Index Matrix (SIM)**

1. This is a method of determining an academic employee's salary by multiplying the base salary by a decimal value (salary index number) as negotiated for full-time academic employees. The base salary shall be **\$45,447** equaling an index of 1.0000. Placement shall be according to Placement Points. There are two components to Placement Points consisting of Experience Points and Credential Points. The sum of both subsets of points equals the placement points used to determine a starting salary.
2. Placement Points are awarded on formal verification of relevant experience, credentials and/or degrees from accredited institutions. New hires will provide verification of relevant experience, credentials and/or degrees from accredited institutions in the manner prescribed in the official BBCC Credential/Experience Verification form and all documentation will be maintained in the academic employee's personnel file in the H.R. Office.
3. The Credential/Experience Verification form will be developed and/or revised jointly with the Vice President of Human Resources and Labor and the Faculty Association President. An initial placement will be made upon hire, and the new employee has six (6) months from the date of hire to provide completed Credential/Experience Verification forms for confirmation of credentials and potential upward adjustment of placement points.
4. **Experience Points** for initial placement are calculated first and are awarded for each full or pro-rated year of employment experience directly related to the position being filled, up to a maximum credit of 10 years. Experience points will identify an experience-only based salary. To identify the index for Experience Points, each year of relevant employment experience would increase the index value by 0.01, such that 10 years (maximum allowed) of relevant experience would increase the index value to 1.10. Pro-ration would lead to fractional points, e.g., one-half year of full-time relevant experience would equal one-half of an experience point that is equal to .005 on the SIM. Teaching experience is based on the academic year while industry work experience is based on the calendar year. The index of that salary is then adjusted upward with the Credential Points as determined below.

5. **Credential Points** (added to base of 1.00) are awarded as follows:

a. Certifiable as per WAC 131-16-091 (Technical/Professional standards) <b>OR</b> relevant Baccalaureate Degree =	.00
b. Journeyman credentials from appropriate program of certification <b>OR</b> verification of at least five (5) years full-time relevant work experience for those trades that do not have formal journeyman criteria <b>OR</b> relevant Master's Degree =	.06
c. Qualified* Masters of Fine Arts (MFA) = (*MFA will be placed at master's level if there were comparable credits in a master's program at that school. If the MFA program at that school required at least thirty (30) more credits than a master's program, then placement can be at the MFA level.)	.09
d. Certification of at least ten (10) years of full-time related work experience with at least two (2) of those years full-time teaching in the field, <b>OR</b> a relevant Doctorate =	.15

e. The same years of full-time work and/or teaching experience that qualify an employee for Credential points cannot also be counted as years of experience for Experience points.

**C. SIM Movement/Promotional Steps**

1. **Advanced Degree.** After hire, when a full-time academic employee is awarded an advanced degree as part of a pre-approved professional development plan, and submits an official transcript verifying the degree, the employee will be awarded movement of 0.10 on the SIM. The salary adjustment will be effective July 1 of the next fiscal year, subject to legislative funding. If completion of the degree is a condition of employment for a new academic employee, there will be no movement on the SIM upon completion of that degree.
2. **Tenure Promotion.** The base salary of each tenure-track faculty member will increase \$1,500.00 upon the award of tenure effective the following instructional year.

### 3. Senior Tenured Faculty Promotion

- a. Full-time faculty shall have an opportunity to be promoted to Senior Tenured Faculty provided all criteria have been met and the promotion has been approved by the College.
- b. Upon attainment of Senior Tenured Faculty status, the faculty member's base salary will increase \$2,500.00. The salary change shall take effect on September 1 following the approval of the promotion.
- c. Tenured faculty may apply for the promotion once they have completed two (2) years of teaching at BBCC beyond the award of tenure and the faculty member has completed thirty (30) Professional Development Units (PDUs) in three (3) or more professional development activities.
- d. Requests for promotion to Senior Tenured Faculty are submitted to the VP of Instruction and Student Services by April 1 of each calendar year. At the time of the request, the faculty member must have completed the required thirty (30) PDUs. The VP will review the request and supporting documentation provided by the faculty member and approve or deny the request.
- e. The promotion decision will be communicated to the faculty member no later than May 15. If the promotion is denied by the VP of Learning & Student Success, the faculty member will be provided with a written explanation of the decision. A faculty member denied promotion may re-submit a request for promotion in any subsequent year.
- f. Upon promotion to Senior Tenured Faculty, faculty members may continue to receive compensation for accumulated PDUs in accordance with Article XV.
- g. Activities compensated for under other sections of this agreement are not eligible for consideration under the Senior Tenured Faculty Promotion criteria. The criteria and process for this promotional step will take effect on 9/11/14 with payments under this section of the agreement to take effect on 9/1/15. Monies for promotions will be made available from funds other than COLA, increments, and turnover dollars.
- h. If a financial emergency has been declared by the State Board for Community and Technical Colleges (SBCTC), and is in effect at the

time the promotion has been approved, the college may postpone the salary increase until funding has been restored.

**D. Compensation for Additional Responsibilities (not subject to tenure)**

<b>Additional Responsibility</b>	<b>Compensation</b>
Division Chair	\$4,647/year
Chief Pilot	\$4,647/year
Assessment Committee Chair	\$4,647/year
Phi Theta Kappa Advisor (Primary)	\$1,864/year

**E. Nursing**

1. Summer Session salaries for full time practical nursing faculty shall be at the same daily rate as their regular contract that is defined as 173 days for purposes of salary proration. The daily rate is computed by dividing the employee's regular contract salary by 173 days. An employee can be paid in half day or full day increments.
2. During the academic year, full-time Nursing Academic Employees traveling offsite for clinical or preceptorships shall receive the following stipends in addition to standard Washington State OFM mileage rates. Distances are calculated from the BBCC main campus.

25-50 miles one way	\$25 per day
51+ miles one way	\$50 per day

- F. Salaries for full-time contract faculty will be paid in 24 equal payments starting on the October 10 pay date and concluding with a paycheck on June 25, equal to one regular paycheck plus a multiple payment equal to 6 paychecks.
- G. Leave replacement faculty filling in for full-time faculty on approved long-term leave (one-quarter or more) will be placed on the appropriate entry level of the Salary Index Matrix, but granted one experience step for each full-time academic year of experience at Big Bend Community College up to three years of experience. Accumulated part-time and/or full-time substitute faculty status does not apply toward meeting tenure.
- H. Employment in extended assignment (non-teaching) at the same level of responsibility beyond the contract year (except as specified in Section G above) shall be at the same daily rate as the regular contract that is defined as 173 days for purposes of salary proration. The daily rate is computed by dividing the individual's regular contract by 173 days. An employee can be paid in half-day or full-day increments.

## I. **Adjunct/ Part-time Academic Employees and Overload Assignments for Full-time Faculty**

Within this section, the terms Adjunct faculty and/or Part-Time Academic Employees refer to both Associate and Senior Associate faculty.

Adjunct/Part Time Salary Schedule: These assignments are not subject to tenure. Payment is for all duties of the assignment as outlined in the job description for part-time instructors in Article IX, D.

1. Adjunct faculty members, excluding those paid on an hourly basis, will be issued quarterly appointment notices that state the course(s) to be taught, gross salary, and the duration of the appointment.
2. An adjunct faculty member's appointment for a course assignment may be cancelled if his/her services are not needed, if there is insufficient enrollment in the course he/she is appointed to teach, or the course he/she is appointed to teach is needed to make a full-load for a tenured faculty member.
3. Part-time Academic Employees - payment for less than .76 FTEF (Full-Time Equivalent Faculty) is determined on a per class basis, according to the part-time salary schedule at the end of this section.
4. Part-time Academic Employees – payment for .76 FTEF or more (Full-Time Equivalent Faculty) is determined by the actual percentage of FTEF, based on index of 1.000 on the Salary Index Matrix, divided by three (3) to indicate a quarterly base. This rate is adjusted to 75% as part-time duties do not include non-instructional duties, e.g.: academic planning, program development and review, academic advising, committee work, or participation in institutional governance.
5. The part-time salary rate will be used to compute adjunct salaries of lecture/lab courses when that amount is greater than that which would be received in the .76 FTEF percentage as described above.
6. Year-long (3 quarters – fall, winter, spring) full-time emergency hire replacement positions will be placed on the Salary Index Matrix appropriate to their relevant experience and appropriate academic credentials for the position. Year-long full-time emergency hires will carry out all the responsibilities of full-time academic employees. In the event the emergency hire continues into a probationary contract, the year spent as an emergency hire will not be counted towards tenure.

## 7. **ADJUNCT/PART-TIME AND OVERLOAD SALARY RATES**

Lecture Credit	\$644.59
Lab Credit/Nursing Clinical	\$1,048.62
NUR Campus Lab/Additional Flight Hours	\$808.09

Effective 7/1/17, adjunct/part-time rates will increase 2.5% beyond any increase provided by the Legislature.

### J. **Substitute Rates**

Substitute rates will be based on the part-time salary paid for that class and will be computed by using the number of instructional days that class meets, plus the pay for the final, pro-rated to 70%.

### K. **Committee Work Performed Outside of Normal Contract Days**

Screening or Hearing committee work, required by the Negotiated Agreement or requested by the college outside the normal academic employee workload, specifically weekends, vacations (academic recess periods), and during the summer, shall be compensated by a set amount of \$50 per committee meeting per day, up to a maximum of \$250 per full-time academic employee per committee. It is understood that this is payment for any and all meetings, regardless of the number, and the final recommendation of the committee. Should the college president or a vice president desire faculty input on a particular issue during the summer, the Division Chair will be asked to attend those meetings. The Division Chair stipend includes up to four summer meetings, including screening or hearing committee meetings as defined in Article II. If the Division Chair is not available a division representative shall attend in his or her place. A stipend of \$50 per meeting shall be paid to the division representative and this amount shall be deducted from the Division Chair stipend for the year.

### L. **Stipends for Special Non-Teaching Assignments**

Stipends may be offered to academic employees for special non-teaching assignments such as the following: placement testing; curriculum development; portfolio reading; lecture/film series; presentations at workshops, seminars, and in-services, etc. The pay for these assignments will be determined by the Vice President of Learning & Student Success after consultation with the Dean and the academic employee.

- M. All salary rates defined in this article do not apply to Special Assignments, Community Ed., Contract Services, Grants, and/or those academic employees paid from special funds where rates are established in the funding source.

### **Article XV: Professional Development Units (PDUs)**

Professional Development Units (PDUs) may be earned for activities that provide a faculty member with information, training, or experience that will either benefit them in the performance of their job as an instructor or benefit the college. Professional development units shall be granted subject to the provisions of the article.

#### **A. Competency Areas for PDUs**

Professional development units may be earned in one or more of the following ten competency areas:

1. **Communication:** increasing classroom/counseling/library presentation, writing, speaking, and/or listening skills, or learning a language that facilitates working with students from different cultures.
2. **Discipline/area knowledge:** learning new themes, concepts, applications, or enhancing expertise in professional assignment.
3. **Technology:** selecting and applying technology to enhance student learning or service, or teaching effectiveness.
4. **Andragogy/Pedagogy (learning about teaching):** learning how students learn, acquiring and using critical thinking, assessment, and cross-curriculum and collaborative learning strategies.
5. **Cultural diversity:** activities that lead to improving knowledge and understanding of cultural diversity and including cultural diversity in the curriculum.
6. **Mentorship:** participation in the Big Bend Community College Faculty Mentoring Program and be an active mentor. (Eligible only for Full-Time and Senior Associate Faculty)
7. **Accredited College Courses:** courses that are part of an approved degree program.
8. **Safety and first aid courses:** safety and first-aid courses offered by recognized organizations, e.g., a state agency, fire or police department, etc.

9. **Certification/Recertification:** preparation for an approved certification, recertification process and/or the actual testing time during that certification/recertification process.
10. **Service to the college:** participation in activities such as division meetings, in-service, committee work, new student registration, and assessment activities (Eligible for Associate Faculty only).

## B. Granting of PDUs

1. Professional Development Units (PDUs) are granted for the following activities:

<b>Activity</b>	<b>One (1) PDU Earned by Completing:</b>
Pre-planned, pre-approved work experience outside of regular college teaching or counseling, not to exceed ten PDU's in any calendar year.	40 hours of work experience
Courses from an accredited university or college.	4 hours for credit-bearing courses. Courses from an accredited university
Reading relating to college initiatives, andragogy, pedagogy, cultural inclusion, and/or accessible technology.	Up to 100 pages = 1.0 hours 101-200 pages = 2.0 hours 201-300 pages = 3.0 hours ...and so on 8 hours of reading = 1 PDU
Participation in training programs and non-credit institutes and workshops of significant educational value.	One full day (8 hours, normally 9:00 a.m. to 5:00 p.m.)
Participating in training programs in the areas of teaching, learning, or assessment.	One full day (8 hours, normally 9:00 a.m. to 5:00 p.m.)
Publication, professional exhibits, presentations, coordination of community events, talks, or written speeches, not to exceed ten PDUs in original work.	40 hours of work related to preparation, coordination, and presentation of original work.

Activity	One (1) PDU Earned by Completing:
Mentorship (eligibility for Mentors and Mentees is defined in Article XXI)	8 hours of mentorship activities
Non-credit courses, such as MOOCs, will be treated as workshops.	8 hours= 1 PDU *If faculty member requests the PDU be calculated at the higher credit-bearing rate, then all completed assessments and the MOOC syllabus must be provided to the Dean at the time of the request.
Participation in activities such as division meetings, in-service, committee work, and assessment activities, limited to Associate Faculty, only.	8 hours of service activities = 1 PDU

2. PDU completion forms and supporting documentation must be submitted to the dean for approval no later than six (6) months following the completion of the PDU activity.
3. Professional development activities in the area of work experience or that require travel must be pre-approved by the appropriate Dean and Vice-President. Faculty may seek preapproval for PDU activities not directly related to their professional assignment. Forms for preapproval of professional development activity or to report completion of activity are available on the BBCC website.
4. College-assigned meetings and committee attendance are normal duties for Full-Time and Senior Associate Faculty and cannot be used under Article XV.
5. Associate Faculty may either receive a \$50 stipend for attending quarterly in-service or professional development units, but may not receive both. The intent to claim PDUs for in-service activity must be made at the time of attendance.
6. Those academic employees who are in approved degree programs continue accruing degree credits with no buy-outs as they will move on the SIM upon completion of the degree. Professional development other than for the pre-approved degree programs for those employees will count towards accumulation of PDUs eligible for payouts. If completion of a

degree is a condition of employment for a new academic employee, there will be no movement on the SIM or PDUs granted upon completion of the degree.

### **C. PDU Stipend Payment**

1. Probationary academic employees, tenured academic employees with less than five (5) years of teaching experience at BBCC, Associate, and Senior Associate Faculty are eligible to receive a professional development stipend of \$1,250.00 upon completion of 15 PDUs. Stipends will be issued to those faculty members that accumulate a minimum of 15 PDUs prior to April 1. Faculty members with less than 15 PDUs by March 31 must communicate their intent to claim a stipend by April 15 with approved documentation on file in the HR office by August 31.
2. Probationary academic employees and tenured academic employees with less than five (5) years of teaching experience at BBCC may elect to defer payment of the PDU stipend in lieu of accumulating PDUs for the purpose of applying for promotion to Senior Tenured Faculty in accordance with Article XIV, Section C.
3. Faculty may communicate their intent to claim or defer a stipend via email or written note to the HR Office. Stipends will be paid to those eligible faculty members on the last payday in September.

### **D. PDU Accrual for Senior Tenured Faculty Promotion**

1. Tenured academic employees with a minimum of five (5) years of teaching experience at BBCC may accrue PDUs for the purpose of applying for promotion to Senior Tenured Faculty. Tenured faculty promotion criteria and the approval process is defined in Article XIV, Section C.
2. Tenured academic employees who have been promoted to Senior Tenured Faculty may continue to accumulate PDUs. A \$1,250.00 professional development stipend will be issued to those faculty members that accumulate a minimum of 15 PDUs prior to April 1. Faculty members with less than 15 PDUs by March 31 must communicate their intent to claim a stipend by April 15 with approved documentation on file in the HR office by August 31. Faculty may communicate their intent to claim a stipend via email or written note to the HR Office. Stipends will be paid to those eligible faculty members on the last payday in September.

## E. Funding

1. If a financial emergency has been declared by the State Board for Community and Technical Colleges, and is in effect at the time the stipend is due, the total amount of stipends may be limited to \$10,000 that year. In such years, faculty members who have received stipends in the previous calendar year may not receive a stipend until all other eligible faculty members have received their stipend. In addition, during a financial emergency no faculty member may receive more than one stipend until all eligible faculty members have received one stipend. Priority for funding a stipend will be based upon the earliest date of completion of the 15 completed PDUs. Any remaining PDUs, including any unfunded blocks of 15 PDUs, carry over for future payments.
2. Stipend dollars will be made available from funds other than COLA, increments, and turnover dollars.

- F. **Appeals for denial of PDUs** will be reviewed by the Professional Rights and Responsibilities Committee with a recommendation to the Vice President of Learning & Student Success. The final decision on PDUs will be made by the Vice President of Learning & Student Success.

### **Article XVI: Exceptional Faculty Award Guidelines**

- A. A maximum of \$13,000 may be granted per academic year for Exceptional Faculty Awards. Each Exceptional Faculty Award may be granted up to a maximum of two thousand dollars (\$2,000).
- B. Individual faculty members are limited to one (1) grant every two years.
- C. Award recipients must agree to continue employment at BBCC for the academic year following the awarding of the grant.
- D. Awards are available to academic employees, which means any employee serving as an instructor, counselor, or librarian, whether full or part-time. Awards are also available to faculty groups, or the faculty as a whole.
- E. A five (5) member committee representing four faculty from at least three (3) different divisions shall be appointed by the President of the Faculty Association. The fifth member is an administrator appointed by the college President. Terms shall run from a minimum of two (2) years to a maximum of four (4) years.

This committee will solicit, review and approve those applications to be recommended to the Board of Trustees, through the college President, concerning the recipient(s) and the amount(s) of individual awards. If a committee member

makes application he/she will be replaced with another member, by the Faculty Association President, for the awarding process.

- F. Awards shall be limited in accordance with RCW 28B.50.844. Awards may be granted for activities to include faculty development activities, in-service training, temporary substitute or replacement costs directly associated with faculty development programs, conferences, travel, publication and dissemination of exemplary projects; to make a one (1) time supplement to the salary of the holder or holders of a faculty award, for the duration of the award; or to pay the expenses associated with the holder's program area. Funds from this program shall not be used to supplant existing faculty development funds.
- G. When the purpose of the award is to supplement the salary of the holder, the payment must be made through the payroll system. The payment will be subject to the withholding of all payroll taxes and retirement.
- H. Awards used to fund travel must be based on the applicant's application, which demonstrates that there is a direct and verifiable benefit to the college.
- I. Verification of expenditures, including receipts for airline tickets, lodging, meeting registration, etc., will be submitted to the President's Office and a one (1) page summary of activities will both be submitted and presented orally to the Board of Trustees upon completion of the project. This is the direct responsibility of the recipient. The reimbursement check will be presented at the Board meeting.
- J. The committee shall send application forms to the faculty by October 1, January 10, and March 15 of each academic year. Deadline for submission of application will be November 1, February 10, and April 15. The committee's decision will be forwarded to the Board of Trustees through the President, so that action will be taken at the following regularly scheduled Board meeting after submission to the President. This is to allow three distinct award cycles per year.
- K. Changes to these guidelines and the application process must be approved by the Faculty Association and the Board of Trustees.

#### **Article XVII: Insurance and Retirement Benefits**

- A. The College shall provide insurance, leave, and retirement benefits in accordance with the applicable statutes and regulations governing Washington State employee benefits, funded through the state and in accordance with the rules and regulations governing the College. The Human Resources Office shall communicate benefit eligibility to all full-time and part-time faculty. Eligible full-time and part-time faculty members have several options from which to select and include in a benefits package. Insurance plans are available for medical/dental, life, accidental death and dismemberment, and long-term disability. Retirement savings programs such

as tax-sheltered annuities, deferred compensation, and other savings programs are available for eligible employees who apply.

- B. The College will provide the maximum employer contribution, per month, for eligible employees towards available insurance and retirement plans, in accordance with the laws and regulations of the State of Washington.
- C. Employees will be required to make a monthly contribution, according to their selected insurance and/or retirement plan. Such contributions shall be made through payroll deduction. Premiums and/or contribution rates are determined by the Washington State Health Care Authority, the State Board for Community and Technical Colleges, and applicable laws and regulations of the State of Washington.
- D. All insurance and retirement benefits shall remain in effect during periods when the employee is on paid leave. Employees have the opportunity to self-pay such premiums during approved leaves without pay in accordance with applicable laws and regulations.
- E. Full-time and part-time faculty who are eligible to accrue sick-leave are eligible to participate in a Voluntary Employees' Beneficiary Association (VEBA) trust upon retirement. Participation in VEBA is dependent upon the outcome of an annual vote as outlined in college policy.

## **Article XVIII: Leaves**

### **A. Sabbatical/Professional Leave**

#### **1. Purpose**

- a. The purpose of sabbatical leave is to benefit the college and its students by providing academic employees with the opportunity to engage in activities leading to professional growth and revitalization. The college encourages eligible faculty to make use of sabbatical leave. Such leave would allow for an extended period of time free from normal contractual obligations in order to pursue legitimate professional goals.
- b. This purpose is consistent with the provisions of RCW 28B.10.650 as now exists or hereafter amended and with the college's commitment to faculty professional development. Appropriate uses of sabbatical leave would include formal study, travel relevant to work assignment, work experience in one's teaching field, or any other activity which would allow the faculty member to contribute substantially to the college.

## 2. Eligibility

- a. Faculty who have been through at least one Tenured Faculty Evaluation are eligible to apply for sabbatical leave for one, two, or three consecutive quarters. A maximum of three quarters of sabbatical leave can be taken in any seven-year period.

## 3. Approval

- a. All sabbatical leaves require the approval of the Board of Trustees. The number of sabbatical leaves approved by the Board shall not exceed five percent (5%) of the full-time contracted faculty. The number of leaves granted shall be subject to the availability of state funds. In the event that the number of applicants exceeds the number of recipients, the Board shall name a first and second alternate to replace a leave recipient should an employee not accept a sabbatical leave.
- b. The most important obligation of a sabbatical leave recipient is to make every effort to accomplish the tasks set out in the application. If circumstances occur prior to the start date of the sabbatical that make it impossible to fulfill the approval sabbatical proposal, the recipient will be expected to relinquish the awarded sabbatical and perform normal duties during that year.

## 4. Sabbatical Committee

- a. The Sabbatical Committee shall be comprised of two administrators appointed by the College President and three faculty members from the Professional Rights & Responsibilities Committee.

## 5. Application Procedure

- a. Applications for sabbatical leave must be submitted to the Human Resources Department by the last working day in October. Once an application has been received, the Vice-President of Human Resources & Labor will notify the College President and the President of the Faculty Association and a committee shall be convened. Applications for sabbatical leave must include the following:
  1. Narrative description of the project
  2. Accounting of the use of budgeted travel funds, if any are requested during the proposed leave. Budgeted travel funds are subject to approval by the divvy-up committee.

3. Specific, measurable outcomes of the project
  4. A detailed time schedule of activities
  5. A current resume, CV, or descriptive summary of professional development activities and service to the college and/or community
  6. Two letters of support from colleagues and/or a supervisor
- b. The Sabbatical Committee shall use the following criteria in deciding whether or not to approve a sabbatical request.
1. The proposal is understandable to the committee, including those outside the applicant's discipline.
  2. Proposed outcomes are well-defined and are proportionate to the length of the requested leave.
  3. The project is realistic and attainable.
  4. The proposal clearly states how the sabbatical will enhance and improve the applicant's professional competence or growth, including benefits to students, educational programs, and/or the community.
  5. Financial gain should not be the primary goal of the sabbatical.
- c. The Sabbatical Committee will report its recommendations to the Vice President of Learning and Student Success by December 15. The VP will add his/her recommendation and forward application(s) to the President. The President may recommend candidates for sabbatical leave awards to the Board of Trustees after s/he has given reasonable considerations to the recommendations of the Sabbatical Committee. The President will submit a recommendation to the Board of Trustees at the first regularly scheduled meeting of the calendar year, at which time the Board will take action on the recommendation. Approved requests for sabbatical leave shall commence at the start of the next academic year. The final decision to grant a sabbatical leave shall rest with the Board after it has given reasonable consideration to the recommendation from the college President.
- d. Time lines may vary with the mutual consent of the Association and the District.

## 6. Compensation

- a. Faculty are encouraged to seek outside funding support for their sabbaticals. Compensation from the college during sabbatical leave shall be computed on the basis of the recipient's 173-day contractual salary for the year in which the leave is taken.
- b. The following rates apply:
  1. 90% of salary for one-quarter leave.
  2. 85% of salary for two-quarter leave.
  3. 80% of salary for three-quarter leave.
- c. All recipients of sabbatical leave shall execute a contract with Big Bend Community College in which the recipient agrees to return to the college and serve in a position comparable to the position vacated during the leave.

## 7. Completion of Sabbatical Leave

- a. Upon completion of the sabbatical leave, the recipient must return to college duties for a period of time at least equal to that of the approved sabbatical leave before they are eligible to apply for another sabbatical leave. Failure to return from leave as outlined in the signed contract will result in the recipient repaying all salary provided by the college during the approved leave. The recipient shall be placed in a position at a salary no less than the one received before the leave. It is the intention of the college to place the recipient in the same or similar position upon return.
- b. A written report of sabbatical leave activities shall be submitted to the President within three months of the return from leave. The report should address the proposal in the application for leave, describe what was accomplished, and explain the current status of the project. The report may also describe other professional accomplishments during the time of the leave. The recipient must also report the results of the sabbatical leave to the campus community. Options include, but are not limited to, a public lecture or presentation, a website devoted to the project, or a written summation made available through the college library.
- c. The time spent on sabbatical leave will be recognized as equivalent to time spent as a full-time faculty member of the college and will constitute fulfillment of instructions, service, and professional development responsibilities for the time spent on sabbatical. While

on sabbatical leave, faculty may use budgeted travel funds and may earn PDUs for professional development activities based on the language in Article XV of the current negotiated agreement.

## B. Retraining Leave

1. A faculty member who could become qualified for a projected position vacancy within the time provided by a "Professional Leave" may apply for a retraining leave. All conditions applicable to "Professional Leave" must be met except that the faculty member will be preparing for another position rather than improving in the one held. If, after the retraining leave, the College cannot provide for the projected position because of program, enrollment, and/or financial changes, the faculty member affected may remain in his/her originally tenured position subject to all leave requirements. In the event a retraining leave is prompted by a non-renewal of program and the projected position does not materialize, the faculty member will not be provided a contract and will not be required to repay the College.

All procedures pertaining to the following absences and leaves for faculty shall be made with due consideration being given to preserving the continuity of instruction and related activities to the fullest extent possible. Faculty shall meet with all scheduled classes except in cases of unavoidable absences due to illness, injury or similar uncontrollable factors. In case of any such absence from the College during normal working hours, a faculty member must notify the H.R. Office as soon as possible.

## C. Sick Leave

1. **Academic employees on an annual contract** shall earn ten days (80 hours) of sick leave per contract year accrued at one day (8 hours) per academic month of full time employment, September through June. There is no limit to the number of days an annually contracted academic employee can accumulate from year to year. This paid sick leave is for personal and immediate family illness, injury, or additional bereavement leave (see definition of immediate family in Article II).
2. **Part-time/Adjunct academic employees** shall be entitled to earn sick leave in accordance with RCW28B.50.4893:
  - a. Sick leave shall be earned on a pro-rata basis on in-class hours based upon their percent of full-time for all part-time faculty contracts within each academic quarter (fall through spring). Counselors and librarians will have their percent based on the assigned load identified in Article IX. This leave may be utilized when an academic employee is unable to meet assigned in-class teaching hours that quarter due to personal and/or immediate family

illness, injury, or additional bereavement leave (see definition of immediate family in Article II).

- b. Accruals for part-time academic employees will be rounded to two decimal places.
  - c. The employee's sick leave accrual for the quarter will be granted when the signed contract(s) are received in payroll.
  - d. Sick leave shall accrue each quarter of active employment and may accumulate without limitation.
  - e. The College will maintain a part-time academic employee's sick leave balance for up to 12 months following active employment. Active employment is defined as having been issued a part-time teaching/counseling/librarian contract in any 12-month period. Sick leave balances will revert to zero following 12 months of inactive status or separation from employment.
  - f. Part-time academic employees who return to employment following a 12-month period of inactivity or separation from employment will begin their sick leave accrual from zero. Previous accruals are not available for reinstatement.
  - g. Part-time academic employees shall have the same notice requirements as full-time academic employees as identified in C.3, below. As follow-up to the notification, the formal completed sick leave form must be submitted to the appropriate administrator within 24 hours of returning to work.
  - h. Part-time academic employees are entitled to use their accrued sick leave consistent with rules governing full-time academic employees. Sick leave may be used only for contracted days.
  - i. A part-time academic employee's compensation will be adjusted for class time missed beyond available accrued sick leave or for unmet class time not qualifying for paid sick leave.
3. **Procedure for reporting absences: see Appendix D.** A formal completed sick leave form must be submitted to the appropriate Vice President/Dean within 24 hours of return to campus.
4. After five (5) consecutive days of illness or injury, or in the case of a pattern of absences utilizing sick leave, a consultation with the employee may be requested by the Vice President of Human Resources. Following this consultation, or if the opportunity for the consultation is refused by the

employee, medical certification may be required. The College may request a second opinion at the college's expense.

5. Sick leave absences are calculated at 8 hours for each contract day. If a single period of absence includes a professional day (e.g., a Thursday absence and an absence on the following Monday), the absence for the professional day will be deducted from the sick leave balance, unless the faculty member has worked the professional day and noted this on the sick leave form.
6. Shared leave allows sick leave to be donated to another BBCC employee according to board policy, if the employee maintains 22 days of sick leave. Only compensable sick leave can be used for donation. (RCW 41.04.650-655)
7. Full-time faculty may use their accumulated sick leave to cover sick leave related absences during overload assignments during the academic year. Full-time faculty working summer quarter may use their sick leave accumulated during the academic year for sick leave related absences. Sick leave can be used for a maximum of three calendar days during summer quarter. Use of accrued sick leave for overload or summer assignments will be at a rate of 0.5 hours of sick leave deduction from the faculty member's sick leave balance for each hour of contact time missed.

#### **D. Leave of Absence Without Pay**

1. An employee may be granted a leave of absence by the appointing authority because of that employee's extended illness or other extended personal or professional need.
  - a. An employee who has not requested a professional leave for salaried work experience may request a leave of absence without pay.
  - b. A leave of absence without pay may be granted when it has been determined that appropriate instructional coverage can be provided by either hiring a replacement instructor, or the current teaching staff can absorb the schedule of classes that would be taught by the instructor requesting leave of absence without pay.
  - c. A leave of absence without pay, when granted, is at the professional convenience of the College. The faculty member granted a leave of absence without pay will be able to return to his/her faculty position at the expiration of said leave unless a change of program, or lack of students, or a financial emergency has caused a RIF of that position under Articles XXXIII and XXXIV of this agreement, in which case

the layoff provisions of Article XXXIV will apply to the faculty member returning from leave.

2. No proportionate salary will be paid to the employee while on leave of absence without pay, nor will the college continue to provide the insurance plan, except for absences covered by approved FMLA leave. For other leaves of absence without pay, the employee can contact the Health Care Authority to seek options under the Consolidated Omnibus Budget Reconciliation Act (COBRA).
3. Credit toward tenure will not be granted to an employee who fills a position that has been granted a leave of absence.

**E. Other types of leave are available to faculty per state and federal law.**

Examples of this are the Family Medical Leave Act (federal) and Washington State Family Leave Act for such things as pregnancy, adoption, parental leave, care of self or family member for a long term illness, etc. Other examples are leave for Disability, Domestic Violence, Military, etc. If a faculty member requires leave for a reason not identified in this Negotiated Agreement, he/she should contact the Human Resources Office as soon as reasonably possible so options can be identified to protect the employee's job while on such needed leave. Leave beyond what is guaranteed by these laws may be considered upon employee request. (RCWs 49.12.265, 49.78, 49.76.020, 38.40.060, 49.77, 49.86)

**F. Bereavement Leave**

Bereavement leave may be taken as follows:

4. Employees shall be granted up to three (3) days with pay per occurrence because of a death in the immediate family, or other persons approved by the College President or his/her designee.
5. Additional days of bereavement leave shall be deducted from the employee's accumulated sick leave (up to 5 additional days).

**G. Civil/Jury Leave.** The academic employee shall be excused from his/her duties for jury service or to reply to a subpoena. Such academic employee shall be paid the regular pay upon submission of leave form accompanied by a copy of jury summons or subpoena outlining the dates the employee is requested to be in court. Such leave shall not be deducted from any other leave to which the employee might be entitled. Employees will be allowed to retain any compensation paid to them for their civil/jury service.

**H. Personal Leave.** Full-time academic employees under annual contract shall receive two (2) personal leave days per instructional year commencing the first

effective day of his/her contract. Each employee may accumulate up to a total of four (4) unused personal leave days. This leave is to be taken in four-hour increments with reasonable attempts to arrange class coverage to be expected. Prior approval (when possible) through the appropriate Vice President is required. Personal leave may not be used in lieu of sick leave unless the academic employee has a qualifying event under the Family & Medical Leave Act (FMLA) and has exhausted all other leave balances. Verification of the qualifying event may be requested by the college. This leave may not be used in violation of any other provision of this contract. Personal leave will not be approved during commencement or in-service days except in extenuating circumstances, with prior approval by the President. Requests for accumulated personal leave days to be taken consecutively that are deemed disruptive to instruction or contracted responsibilities will be denied. No more than two personal leave days may be used per quarter during the academic year.

- I. **Conditional Leave.** In the event a faculty member is unable to meet contractual responsibilities because of verifiable unsafe or inclement conditions within the BBCC service district, he or she will be allowed to use a personal day. If a faculty member does not have a personal day available leave is then subject to the approval of the college president. (See definition for Conditional Leave.)
- J. **Faculty Association Leave.** Leave with pay may be granted to 1-3 members of the Faculty Association to attend a state, regional, or national meeting, related to the business of the Association, at no additional travel or per diem expenses to the college. This leave is limited to 3 days total per academic year. It can be granted to one member for 3 days or distributed among 3 members for 1 day, or any combination thereof. This leave may be granted when it has been determined by the appropriate Vice President or Dean that coverage can be provided by current faculty absorbing the duties of those using this leave, or in the event that is not possible and a suitable substitute can be identified, by hiring a replacement.

### **Article XIX: Evaluation of Academic Employees**

- A. The purpose of Tenured Faculty Evaluation shall be to provide for continued development and growth of academic employees and the instructional programs available to students of Community College District No. 18. The results are intended to implement faculty development and recommendations for improvement, and not to be part of a punitive process. If the Vice President of Learning & Student Success and Dean agree that remedial action is necessary, they will develop and monitor a plan of improvement in which the faculty member will participate.
- B. The Vice President of Learning & Student Success shall have final responsibility for evaluation of professional staff assigned to his/her supervision in concert with the appropriate Dean.

- C. The Vice President of Learning & Student Success, in conjunction with the Dean of Student Services, will have final responsibility for evaluation of professional staff assigned to his/her supervision.
- D. In accordance with RCW 28B.50.872, tenured academic employees will be placed on a rotating schedule for Tenured Faculty Evaluation that provides for an evaluation every four (4) to six (6) years. Faculty who are due for evaluation will be notified by the Vice President of Learning & Student Success before the end of spring quarter the year before evaluation.
- E. Each year in September, a committee will be formed consisting of all tenured faculty members due for evaluation in that academic year. The committee shall also consist of the Deans who have faculty undergoing evaluation. The committee may decide to meet as two or more sub-committees if the number of faculty under evaluation is large. The purpose of the committee will be to provide a mutually supportive group for faculty involved in Tenured Faculty Evaluation. All members of the group agree that it is their professional responsibility to provide constructive feedback to the faculty members participating in Tenured Faculty Evaluation. The committee or designated sub-committees will meet a minimum of one (1) time per quarter during the evaluation year. The fall meeting will involve discussion of the evaluation process, of accomplishments and challenges since the last evaluation period, and of possible plan details. The winter meeting will involve discussion of plans. The spring meeting will allow for progress reports, review of student evaluations, and additional supportive discussion before the official report is due.
- F. The principle evidence of performance shall be a plan that addresses at least one area that will be completed by the end of the current evaluation year (May 31) and two additional areas that will be undertaken before the next evaluation year:
  - 1. Improve or update content knowledge.
  - 2. Improve or update skills for teaching, learning, and assessment.
  - 3. Improve or update skills related to advising or other student services.
  - 4. Improve or update skills for multi-cultural competency.
  - 5. Improve or update skills for instructional technology.
  - 6. Expand professional responsibility by participating in new, on-campus activities or off-campus service or professional development.
- G. In addition to the Tenured Faculty Evaluation Progress Form, student evaluations will be completed in three (3) classes, chosen by the faculty, during fall or winter quarters of the evaluation year. The Tenured Faculty Evaluation Form must be submitted to the Tenured Faculty Evaluation Committee for approval no later than the second week of winter quarter of the evaluation year. The plan should indicate

which of the six (6) areas listed above will be addressed, what activities will be undertaken related to each area, and how that activity is likely to benefit the faculty member, students, and the college. It is the responsibility of the Tenured Faculty Evaluation Committee to review each plan submitted to ensure that it meets the above requirements.

- H. During the Tenured Faculty Evaluation, it is the responsibility of each faculty member participating in evaluation to carry out his or her plan and to compile relevant documentation related to each area of the plan. A progress report should address each area of the plan, the activities tied to each area, and the results of those activities including any relevant documentation. The committee will meet before the end of spring quarter to discuss the progress of their plans.
- I. By May 31 of the evaluation year, each faculty member participating in Tenured Faculty Evaluation will submit the Tenured Faculty Evaluation Progress Form to the Vice President of Learning & Student Success. After the report is reviewed by the Vice President of Learning & Student Success, it will be forwarded to the Human Resources Office for inclusion in the personnel file. Any faculty member can request a review discussion with the Vice President of Learning & Student Success. The Tenured Faculty Evaluation Progress Form and summary of student evaluations will be retained in the Human Resources Office. All other source documents will be destroyed after May 31 of the subsequent year. Modifications to this process must be agreed to by the Faculty Association and the college President.

## **Article XX: Probationary Evaluation Process for Tenure**

(Probationary faculty hired after June 30, 1991 are affected under New Laws 1991, Chapter 294 amending the RCW and all pertinent laws dealing with tenure.)

### **A. Purpose**

The Board hereby promulgates rules on faculty tenure. The purpose of this tenure policy shall be to improve the quality of instruction, protect the concepts of faculty employment rights in addition to the faculty employment rights already established, and to assure faculty involvement in the protection of those rights at Big Bend Community College and subsequent community colleges which may hereafter be established within the district.

### **B. Tenure Considerations**

1. Administrative appointments shall not be eligible for tenure.
2. An individual serving in an administrative position and who shall additionally serve as an instructor, counselor, librarian, or other comparable position,

shall not be eligible for an award of tenure or for consideration of such an award.

3. A tenured faculty member, upon appointment to an administrative position, shall be allowed to retain his/her tenure.

### **C. Probationary Review Committees**

1. Review committees shall be established for each of the instructional divisions, the library, and student services.
2. The probationary review committees required by RCW 28B.50.850 through 28B.50.869 shall be composed of members of the administrative staff, the student body representative, and the tenured faculty. Faculty appointments to the Probationary Review Committees must be made based on anticipated hiring for the next academic year. These appointments will be confirmed with the appropriate Vice President no later than the end of spring quarter.

In the event that the employee is hired in a quarter other than fall, the tenured faculty will be appointed by the end of the first week of instruction of that quarter. The representatives of the tenured faculty shall represent a majority of the members on each probationary review committee. The members representing the tenured faculty on each probationary review committee shall be selected by the Faculty Association. The student representative shall be a full time student in good standing, chosen by the student association in such manner as Associated Student Body (ASB) shall determine. The administrator shall be appointed by the President or his/her designee, and will call the first meeting during the first week but not later than the end of the second week of the probationer's employment. Attendance by the student representative is not mandatory at this first meeting if he/she has not been appointed.

Each probationary review committee shall be comprised of at least five (5) persons, three of whom shall consist of tenured faculty representatives of the disciplines for whom review committees have been established; provided, however, that each faculty member so appointed shall have at least three (3) years community college experience at the time of his/her appointment. Each probationary review committee will choose its own Chair and meet at least once during each quarter.

3. At least four of the five committee members, including the administrator, must be present at all probationary review committee meetings. However, probationary review committee recommendations shall be the responsibility of all five committee members.

4. The duration of each appointment to the probationary review committee shall be for a minimum of one year. Committee members may be reappointed throughout the probationary period.
5. If a vacancy arises upon any probationary review committee prior to the expiration of the appointed term, the vacancy shall be filled pursuant to section "2" of this rule.
6. Either faculty member or administrative member of the probationary review committee can be replaced prior to the expiration of the term upon recommendation to the faculty or to the College President respectively by a majority of the committee. The procedure in item "2" above shall be followed in filling the vacant position. No change can be made during a hearing.

#### **D. Probationary Review Committee Evaluation**

1. Each probationary review committee shall be required to conduct an evaluation of each full-time probationary faculty appointee assigned to such review committee by the College President and render reports required by this rule to the President, the probationary faculty appointee and to the Board during the regular College year.
2. The probationary review committee and the probationer shall understand that the purpose of the evaluation is twofold; namely to guide the probationer so that his/her effectiveness in his/her faculty appointment shall be upgraded, and to provide a simple record of his/her annual performance of his/her probationary appointment.
3. The probationary period will normally be 8 quarters in duration excluding summer quarter and will not normally exceed 8 quarters. Three written recommendation reports are due to the Board of Trustees; one during the 2nd, 5th, and 8th quarters of employment. The committee must evaluate the probationer during each of the 8 quarters. If spring quarter evaluations raise concerns regarding the probationer's performance, the committee must meet with the probationer to review those evaluations prior to the last contract day of spring quarter after the probationer's grades have been turned in.

#### **E. Probationary Review Committee Evaluation Standards**

Each probationary review committee shall consider the following standards in the course of evaluating each full time probationer's effectiveness in his/her appointment:

1. The probationer's instructional skills.

2. The probationer's relationship with students.
3. The probationer's relationship with faculty.
4. The probationer's relationship with administration.
5. The probationer's knowledge of the subject matter s/he is charged with teaching.
6. The probationer's action toward professional improvement.
7. The probationer's adherence to appropriate guides and specific objectives in meeting institutional goals, as determined in consultation between the faculty member, appropriate administrator, and faculty representative from the probationary review committee.

#### **F. Communication of Evaluation to Probationers**

1. During the course of each evaluation interview conducted by the appropriate probationary review committee, the probationary review committee shall, as a part of its duty, note by written summary the probationer's progress in regard to the evaluation standards.
2. Upon completion of said evaluation report, it shall be signed by the probationer and each probationary committee member and distributed by the Chair of the probationary review committee to the appropriate Vice President/Dean, the Division Chair, and the probationer. If any probationary committee member has any disagreements with the report, s/he may so note his/her disagreement in writing to be included with the completed evaluation report.
3. If the probationer has any disagreements in regard to matters noted by the review committee in its evaluation report, s/he may so note his/her disagreement in writing to the Committee Chair and the appropriate Vice President within seven (7) calendar days after receipt of his/her copy. Said writing is to be attached to evaluation report copies by probationary review Committee Chair.
4. If, in the course of its evaluation report, the probationary review committee states that the probationer is performing unsatisfactorily in whole or in part, it shall develop a program with the probationer that will be devised to improve such deficiencies.
5. All files should be maintained in the college Human Resources Office.

## **G. Tenure Recommendations/Contract Renewal/Non-Renewal of Probationary Faculty**

1. The probationary review committee's recommendation and all source documents shall be transmitted to the appropriate Vice President prior to the end of the 3rd week of instruction of the probationer's 2nd, 5th and 8th quarters of employment accompanied by a comprehensive summary of the probationary committee's findings. Copies of the recommendations shall be sent to the probationer, his/her Division Chair, and the appropriate Vice President/Dean and all source documents shall be sent to the Office of Human Resources. The appropriate Vice President shall add his/her recommendations to those received by the College President, and will provide copies to the probationer and all probationary committee members as well.
2. The probationary faculty appointment period shall be one of continuing evaluation of the probationer through fall, winter, and spring quarters of each negotiated calendar year by the probationary review committee. The evaluation process shall place primary importance upon the probationer's effectiveness in his/her appointment. The probationary review committee shall meet at least quarterly with each probationer, and provide, in writing a signed report, of his/her progress during the probationary period and receive the probationer's written acknowledgment thereof. All probationary committee reports will be signed by all faculty and administrators on the committee as well as the probationer. The probationary review committee shall, as per subsection (3) below, make appropriate recommendations to the Board through the President. The College President at this time may choose to add his/her recommendation or may respond to questions from the Board regarding his/her recommendation.
3. If at any time prior to the end of the 3rd week of instruction for the 2nd and 5th quarters of the probationer's employment, the review committee recommends nonrenewal of the probationer's contract, or if before the end of the 3rd week of instruction for the 8th quarter, during the probationer's third year of his/her appointment, the probationary review committee recommends that tenure not be awarded said probationer, written notice thereof shall be transmitted to the President of the College, who in turn shall forward the same to the Board and to the probationer.

## **H. Board Decisions Regarding Tenure**

1. Upon receiving the various recommendations regarding the award or non-award of tenure or the nonrenewal of a contract of the evaluated probationers, the Board shall, before its final meeting of the 2nd, 5th and 8th quarters of a probationer's employment, examine the records of the probationer(s) so referred to them and give reasonable consideration to the

recommendation of the probationary review committee as to the award or non-award of tenure or the nonrenewal of a contract to said probationer or probationers.

2. All Board decisions regarding the award or non-award of tenure to probationers considered pursuant to this section shall be accomplished by no later than the last day of the 2nd, 5th and 8th quarter of a probationer's employment. Written notice of such award or non-award shall be transmitted by the Board to the probationer no later than the last day of the 2nd, 5th and 8th quarter of a probationer's employment.
3. The final decision to award or withhold tenure, or to continue probationary status for faculty, shall rest with the Board, after it has given reasonable consideration to the recommendation of the Probationary Review Committee and the College President. Any recommendations of the Probationary Review Committee and the President shall be advisory only and not binding upon the Board. The Faculty Association and the President agree that the ultimate authority to grant or deny tenure, or continuing probationary status, for faculty is vested with the Board.
4. In the case of the award of tenure, all probationary source documents, including all original evaluations, will be destroyed upon satisfactory completion by the newly tenured faculty member of the first tenured faculty evaluation cycle (Article XIX). Within thirty (30) calendar days the faculty member being evaluated may indicate in writing on the summary evaluation document that s/he chooses to have the source documents retained in his/her personnel file.

### **Article XXI: Mentor Program**

- A. **Goals:** The goals of the faculty mentoring program are to:
1. Accelerate the new faculty member's understanding of the college and adaptation to a new position.
  2. Promote diversity, equity, and inclusion.
  3. Formal/informal professional and social networking.
  4. Encourage commitment to the mission, vision, and values of the college.
  5. Provide individual recognition and encouragement.
  6. Provide guidance on responsibilities and professional priorities.

7. Provide knowledge of the “system” as well as informal rules.
  8. Enable employees to feel welcome and to understand career paths.
- B. All new BBCC faculty, both full-time and part-time, must be assigned a mentor during their first quarter at the college. Any other faculty member may be assigned a mentor at the discretion of the Dean or upon the request of the faculty member. Other mentorship relationships may be considered at the discretion of the Dean and in consultation with the Division Chair.
- C. Mentors are selected on the basis of their ability to serve as a resource and positive role model for new faculty. Mentors acquaint new faculty with BBCC as an institution and with valuable information concerning teaching at BBCC. In addition, mentors pass on to new faculty the teaching wisdom they have acquired over the years. A mentor functions as an individual who does not judge, evaluate, or make employment decisions for or related to the new faculty member. Instead they offer an insider’s guidance, insight, and support. The mentor is also expected to respect the new faculty member’s right of academic freedom in their teaching.

**D. Mentor Eligibility**

1. To serve as a mentor, full-time and part-time faculty must meet the following criteria:
  - a. Serve on a college governance committee within the last three years.
  - b. Complete a documented professional development activity with an emphasis on pedagogy within the last three years.
  - c. Achieve the designation of Senior Tenured Faculty.
    1. If a faculty member has not achieved Senior Tenured Faculty status, the faculty member must meet the following additional criteria:
      - a. Be Tenured Faculty who has successfully completed one TFE or be a Senior Associate Faculty.
      - b. Successfully complete all requirements to receive a PDU stipend payment.
2. Individuals wishing to serve as a mentor will submit an application to the Professional Rights and Responsibilities (PRR) Committee by April 1. During Spring Quarter, the PRR Committee and two Deans will review the qualifications of each applicant and determine which applicants meet the

requirements of a mentor. They will forward their list of applicants to the Vice President of Learning and Student Success.

3. The application will include a discussion of how the proposed mentor has:
  - a. Met the current mission and values of the college including a description of professional development activities
  - b. Documentation of successful completion of mentor training
  - c. Description of campus contributions beyond those covered position responsibilities.
  - d. A statement of what the mentor hopes to gain as well as to contribute during the mentorship process.
  - e. Demonstrated innovative teaching or pedagogy.
  - f. Demonstrated fluency with campus or discipline-specific technology.
4. The PRR Committee will publish a list of active mentors prior to the start of each academic year. The list will be provided to the VP of Learning & Student Success and the Human Resources Office.

#### **E. Mentor Appointments**

1. Prior to the start of the academic year, the Deans and Division Chairs will meet to identify new faculty and match them with mentors from the current Mentor List. Every attempt will be made to pair part-time faculty mentees with mentors in their discipline or division. A mentor will be assigned as soon as possible after employment is confirmed. The mentor is responsible to initiate contact with the mentee to plan mentoring activities for the upcoming academic year.
2. Mentor appointments continue for at least one calendar year for probationary tenured faculty and at least one quarter for associate faculty or other mentee relationships.
3. In the event either the mentor or the mentee wish to make a change to the relationship, either party may contact the appropriate dean to request a change. The dean will work with the Division Chair to determine the best course of action.
4. At the end of the academic year, both the mentor and the mentee will complete an assessment of the program. Completed assessments will be provided to the Division Chair and the Dean.

## F. Responsibilities

1. Both mentors and mentees are responsible for establishing a relationship built on trust and honesty and interacting with each other in a collegial manner. Both are to remember the intent of the mentoring program is to provide information and insight to the new faculty member that will enhance student learning and thus promote the mission of the college.
2. Mentors are responsible for the following:
  - a. Make initial contact with the mentee prior to the start of the initial quarter to develop mutually agreed upon goals and will remain in touch with the mentee.
  - b. A minimum of 10 hours of mentorship activities per quarter is required. A list of suggested activities will be provided in mentor training but is not exhaustive.
  - c. Provide appropriate guidance to the mentee's questions, needs, or concerns, and develop measurable goals for the mentee.
  - d. Engage the mentee in discussions of pedagogy, responsibilities, course management, advising, and the Negotiated Agreement.
  - e. Assist probationary tenure mentees with the completion of a self-assessment form for the probationary tenure process, through reflective listening.
  - f. Arrange for job shadow opportunities with multiple instructors, if appropriate.
  - g. Maintain the confidentiality of all shared information.
  - h. Commit the time necessary to ensure a successful relationship.
  - i. Share knowledge and experience with the mentee in a way that benefits the mentee in his/her career at BBCC.
  - j. Remain impartial about colleagues, programs, and services provided by the college.
  - k. Successfully complete a Mentor training every three years.
3. Mentees are responsible for the following:
  - a. Commit the time necessary to ensure a successful relationship. At least 10 hours per quarter will be spent in the mentorship relationship.

- b. Exchange ideas and experiences with the mentor in a collegial manner and develop measurable goals for the academic year.
- c. Take advantage of the experiences and opportunities provided by the mentor.
- d. Maintain the confidentiality of all shared information.
- e. Keep the mentor informed of any problems, concerns, or progress made during the academic year.

### **Article XXII: Personnel Files**

- A. The College shall maintain one personnel file for each academic employee. This file shall be in the College Human Resources Office. No other personnel file shall be maintained by any other office or administrator of the district. This shall not preclude the maintenance of all lawful payroll records by the business office or maintenance of other essential records by appropriate personnel for the operation of the institution. Division Chairs and appropriate Vice President/Dean may maintain working files in their individual offices.
- B. Right to Examine and Place Material in File: Each academic employee shall have the right to review the entire contents of the personnel file, with exception of confidential placement recommendations. Examinations of personnel file shall occur only following a previously arranged appointment or as duties permit.
- C. Material may be placed in an academic employee's personnel file by supervisors after the employee has been given the opportunity to read the material and to append answers to any charge, complaints, or statements involved.

### **Article XXIII: Personnel Policies**

- A. The Board hereby agrees that every academic employee shall have the right to freely support and join any legal organization for mutual aid and protection or the furthering of the district's educational program. No employee shall be discriminated against on the basis of race; color; religion; national origin; age; sex; marital status; political affiliation, activity, or belief; membership and/or participation in, lack of membership and/or participation in any legally constituted organization.
- B. Faculty shall not be required to work under known unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being, or the health, safety or well-being of students as determined by existing regulations and codes as outlined in the Washington Industrial Safety and Health Act.

- C. Each full time faculty member shall be paid semi-monthly for a nine-month period with a multiple payment at the end of the third quarter in accordance with state guidelines

## **Article XXIV: Hiring Standards and Procedures for Faculty**

### **A. General Provisions**

1. **Statement of Intent:** The hiring procedures as outlined below are intended to insure a consistent recruitment and selection process and that faculty have meaningful representation in that process. It is also the intent to bring for interview individuals who have the potential to embody the mission, vision, and values of the college.
2. **Equal Opportunity:** Big Bend Community College provides equal opportunity in education and employment and does not discriminate against anyone based on race, creed, color, religion, national origin, age, sex, marital status, pregnancy, pregnancy status or families with children, status as a mother breastfeeding her child, AIDS/HIV or hepatitis C, honorably discharged veteran status, sexual orientation, gender identity or expression, disability, use of trained guide dog or service animal by a person with a disability, genetic information, or any other legally protected classification.
3. **Board Responsibility:** The Board and President of Community College District No. 18 must assume full responsibility for proper staffing and operation of Big Bend Community College. It is imperative, therefore, that the hiring decisions for academic employees be the responsibility of the appointing authority. The following procedures will involve current academic employees in the screening process for employment of new full-time academic employees.
4. **Type of Appointment:** All full-time academic employees shall be offered either a tenured or probationary appointment in accordance with the tenure provisions set forth in this contract, with the exception of those hired for specially-funded programs or emergency hires.
5. **Documents:** Upon request, each faculty member shall be given a copy of any college document which affects his/her status of employment.

### **B. Standards**

1. **Academic Faculty /Counselor/Librarian:** The standards for hiring and maintaining employment for full-time academic faculty shall meet the standards outlined in WAC 131-16-070 through 091.

2. **Professional/Technical Faculty:** The standards for hiring and maintaining employment for Professional/Technical faculty shall meet the standards of WAC 131-16-080 through WAC 131-16-094. Professional/Technical faculty must have or be able to obtain a BBCC professional/technical certificate and any other recognized credential unique to a particular discipline. (Also refer to Article IX, Section C.3.d)

### C. Hiring Procedures for Full-Time Faculty

#### 1. Position Announcement

- a. When a vacancy is announced the position announcement will be prepared by the Division Chair, a member of the affected department, and the appropriate Vice President or his/her designee. The position announcement describes the full professional responsibility, as well as the minimum and desirable qualifications.
- b. Once posted, deviations from the published qualifications or the application process will not be considered by the screening committee unless the position announcement is re-published, noting the changes, and active candidates are informed of the changes and given opportunity to modify their applications as necessary.
- c. The Vice President of Human Resources & Labor will provide equal opportunity recruitment procedures for all professional positions being recruited.
- d. Each applicant must submit a complete application file by the announced first review date of the recruitment in order to be properly evaluated. Incomplete application files from any candidate will not be provided to the screening committee.

#### 2. The Screening Committee

- a. The Screening Committee shall be composed of the appropriate Division Chair; one faculty member from the area within the division being recruited; one faculty member from the general faculty; and the appropriate Vice President or his/her designee. The Division Chair shall act as the chair of the screening committee.
- b. The committee may decide whether any additional members may be needed, and what their roles might be.
- c. The responsibilities of the screening committee members include the following:

1. Respect the confidentiality of the process before, during, and after the work of the committee.
  2. Immediately disclose any conflicts of interest to the Vice President of Human Resources and Labor.
  3. Report and refer any outside-the-committee contacts to the Vice President of Human Resources and Labor.
  4. Make themselves available to attend all committee meetings and interviews, and sign any final documentation, including the letter to the President.
  5. Provide timely feedback to all committee communications.
  6. Review, score applications, and complete other committee assignments or responsibilities within an agreed-upon time frame.
  7. Participate in training that may be required for the process.
- d. In the event that fewer than three (3) qualified applicants apply, the Vice- President of Human Resources & Labor and the Screening Committee will determine whether to reopen the search and/or invite the qualified applicants for interview.
  - e. The screening committee shall submit to the College President all Screening Committee materials, and a letter listing the strengths and weaknesses as exhibited within the entire screening process of all applicants interviewed.
  - f. The letter shall be submitted to the President within two (2) business days after completion of the interview procedure. This letter will be signed by each member of the screening committee prior to its submission to the President. If one or more applicants should prove, in the committee's evaluation, to have qualifications far exceeding the other applicants, as documented by the discussion of strengths and weaknesses, the screening committee has the right to include, within the letter, a recommendation for these applicants for serious consideration by the President.

### **3. The VP of Human Resources and Labor**

- a. Shall communicate on behalf of the committee with all applicants for the open position.

- b. Invite the selected applicants to the campus for interviews with the Screening Committee and the College President. All other applicants will be informed of the status of their application in a timely fashion.
- c. Shall prepare the interview procedure with the screening committee.

#### **4. The College President**

- a. The College President reserves the right to select any of the finalists presented by the screening committee.
- b. In the event the President declines the recommendations of the screening committee, the President shall request that the screening committee provide additional applicants for consideration by reopening the position.

#### **D. Part time Faculty**

1. Part time instructors are hired on a part-time faculty letter of intent for a specific time period.
2. Letters of Intent for part-time faculty will be issued prior to the first class session. If the class does not have sufficient numbers, the letter of intent may be cancelled.
3. No more than two (2) courses may be offered by one instructor in any time block.
4. The credit rate for multiple courses will be paid only in situations where it can be clearly demonstrated that additional preparation is needed to conduct the additional course in the same time block.
5. Multiple courses offered during the same time block must be approved in advance by the appropriate Vice President or his/her designee.

**E. Specially funded Programs:** Positions in specially funded programs of a contract nature are not covered by this contract.

**F. Administrative Positions:** Administrative hiring procedures are set forth in Administrative Process and are not included in this contract. The Board agrees that at least two faculty members shall be appointed by the Faculty Association President to serve as members of any committee established to screen and recommend candidates for administrative positions. The Faculty Association President will be asked to provide representation for state funded administrative and classified management positions. The Association President may waive faculty participation in any of these searches.

## Article XXV: Outside Employment

- A. No full time academic employee of the College shall engage in outside employment which interferes with his/her regular College duties within the College workweek as defined in Article IX, Section C.1, which includes Friday.
- B. Prior to acceptance of any employment involving substantial time or an honorarium, the employee shall obtain the written approval of the College President or his/her designee.
- C. See Appendix B concerning the development and/or marketing of research or institutional materials.

## Article XXVI: Discipline/Dismissal for Cause

- A. Tenured faculty members shall not be disciplined or dismissed except for sufficient cause.
- B. A probationer shall not be disciplined or dismissed prior to the written terms of his/her appointment except for sufficient cause.
- C. **Sufficient cause** shall include but not be limited to the following enumerated grounds:

- 1. Failure to maintain certificates and licenses required by the position may invalidate the employment contract. All certificates and licenses required of an academic employee for his/her position will be consistent with the job announcement at time of hiring.

Should an academic employee lose a required certification or license, the appointing authority or his/her designee will explore with the academic employee, his/her Division Chair, Dean, and Vice President the possibility of restoration of the license(s) or certificate(s). This restoration shall occur within a six-month period from the date of the loss of the license(s) or certificate(s), or within the time of allowable use of accumulated sick leave should loss be due to a health related issue (whichever is longer). Consideration will be given to temporary reassignment or any additional time needed to reacquire said credentials.

Requirements for all employees in a given area may change as professional certifications and requirements evolve in the industry. These changes will be recommended to the appointing authority for action after consultation between the appropriate administrator and the Division Chair. Affected faculty will have input in working out timeline and procedure for obtaining new licensing or certifications.

2. Aiding and abetting or participating in:
  - a. Any unlawful act of violence or incitement to violence.
  - b. Any unlawful act resulting in the destruction of community college property.
  - c. Any unlawful interference with the orderly conduct of the educational process.
3. Incompetence in professional assignment.
4. Insubordination: A defined act or series of acts directed at a supervisor which may be outside the recognized realm of professional conduct, such as:
  - a. Imports a willful disregard of expressed or implied directions of employer and refusal to obey reasonable orders.
  - b. Disobedience to constituted authority.
5. Unprofessional conduct as defined: "That which violates the rules or ethical codes of a professional or such conduct unbecoming a member in good standing."
6. Violation of federal, state, or college rules or regulations.

#### **D. Procedure for Discipline/Dismissal for Sufficient Cause**

1. The appropriate Dean or Vice President and the appropriate Division Chair shall jointly review all matters regarding discipline/dismissal for cause of a tenured faculty member or probationary faculty member prior to the expiration of such probationary faculty appointee's employment term. If either the appropriate Dean/Vice President or the appropriate Division Chair, working jointly, has cause to believe that a faculty member should be disciplined or dismissed for cause, s/he shall advise the President, and if the President deems a sufficient cause exists, shall discuss the matter with the individual faculty member involved within ten (10) working days. The President has ten (10) working days from having the meeting with the faculty member in which to initiate charges. If the President deems sufficient cause exists, a formal charge will be brought against the faculty member in the following manner:
  - a. A letter over the signature of the President will be sent to the faculty member when a charge of discipline or dismissal for sufficient cause is made.

- b. Copies of this letter will go to the appropriate Division Chair, the Chair of the Professional Rights and Responsibility Committee, and the President of the Faculty Association.
2. In the event of a dismissal or a contested disciplinary action, a hearing committee as defined in Article II, shall convene.
3. The hearing committee shall, after receiving the written charge from the President, establish a date for a hearing giving the faculty member so charged twenty (20) working days' notice of such hearing.
4. The hearing committee shall:
  - a. Hear testimony from all interested parties, including but not limited to, other faculty members and students and receive any evidence offered by same.
  - b. Afford the faculty member whose case is being heard the right of cross examination and the opportunity to defend him/herself and be accompanied by both a personal advisor and legal counsel, provided that if the faculty member is represented by legal counsel, the College may be represented by appropriate legal counsel.
  - c. Make a recommendation based exclusively on the evidence produced at the hearing to the President as to whether there is sufficient cause to believe that the faculty member did in fact perform the conduct which justifies discipline or dismissal.
  - d. Promptly and forthrightly prepare recommendations as to the appropriate action to be taken.
  - e. Prepare an informal record of the proceedings before the hearing committee and make the same available to the accused faculty member, and the President. For the purpose of making a record of formal proceedings of the hearing committee, an informal transcription of a tape recording of the hearing will be sufficient.
  - f. When a complaint falls within the scope of Title IX of the Education Amendments of 1972, where the Negotiated Agreement and BBCC Administrative Process (AP) 6115 (Prohibition of Discrimination, Sexual Harassment, Sexual Misconduct, Domestic Violence, Stalking, and Retaliation) are in conflict as to process of investigations, discipline, and confidentiality, AP 6115 shall be the controlling process to ensure that the complainant and respondent's rights are protected as prescribed by federal law.

- E. **Summary Suspension:** The President, or in his/her absence any officer of the College designated by the President for this purpose, may impose upon any member of the faculty an interim suspension whenever there is reasonable cause to believe that such person has committed and may reasonably be expected thereafter to continue to commit violent or disruptive acts which disrupt the orderly process of the College.

The notice of such suspension shall be in writing and state the nature, terms, and conditions of such suspension, and shall include such restrictions on the use of campus facilities as the President or his/her designee deems in the best interest of the College.

Any person so placed on interim suspension shall be given prompt notice of charges and shall be given the opportunity to show cause at a preliminary hearing why such interim suspension should not continue until a formal hearing is held or for a period of not more than twenty (20) work days, whichever first occurs. To obtain such a preliminary hearing the person so charged shall submit a written request within four (4) work days from the date the interim suspension was imposed. Such written request shall state the address to which the notice of hearing is to be sent. Faculty members requesting a preliminary hearing shall appear before the review committee as defined in Article II.

1. The review committee shall convene a preliminary hearing not later than five (5) workdays from the date of receipt of such request and shall immediately mail a written notice of the time, place and date of such hearing to the person so charged. A preliminary hearing shall consider only whether there is reasonable cause to believe that such a person may reasonably be expected thereafter to commit violent or disruptive acts which disrupt the orderly process of the College.
  2. In a case where the review committee finds that just cause has been demonstrated to initiate an interim suspension, the hearing committee shall schedule a formal hearing which must be held within twenty (20) calendar days from the date of receipt of the recommendation of the review committee which heard the preliminary hearing. Notice of the formal hearing shall immediately be mailed to the person so charged stating the time, place and date of such formal hearing.
  3. Interim suspension may be removed by the President upon recommendation of the review committee or whenever the President has reason to believe that the reasons for imposition of the summary suspension no longer exist.
- F. The dismissal hearings provided above in Sections D and E shall be brief adjudicative proceedings conducted pursuant to Chapter 34.05 RCW, the Administrative Procedures Act.

## **Article XXVII: Faculty Enrollment in College Classes**

Faculty members may take courses during any quarter with prior approval of the appropriate Vice President or their appropriate Dean. Application of such credit for Professional Development Units (PDUs) will be subject to approval by the appropriate Vice President or Dean.

## **Article XXVIII: eLearning**

### **A. Definitions of eLearning Modes**

1. Online - A course that uses web-based tools and where 100% of the instruction and interaction between instructor and student is done online.
2. Hybrid - A course that displaces some, but not all face-to-face class time with web-based tools.
3. Web Enhanced - A face-to-face course that does not replace any face-to-face seat time, and access to web-based tools is required. This is not considered an "eLearning Course" as referred to below.
4. Interactive Television (ITV) - A course which uses the K-20 or network-based video conferencing tools to distribute the course materials in real (synchronous) time.
5. Definitions for all instructional modes are established by the State Board for Community and Technical Colleges (SBCTC) and are the official definitions utilized for coding all courses state-wide.

### **B. Faculty Workload**

1. eLearning courses may be part of an Academic Employee's full-time teaching load or an overload assignment.
2. To ensure a sufficient presence on campus, unless authorized by the Vice President of Learning & Student Success, full-time Academic Employees shall teach a minimum of one-third (1/3) of their teaching load per quarter as traditional face-to-face classes.

### **C. Training and Support**

1. Academic Employees teaching online or hybrid classes must successfully complete training in online course methodology and delivery prior to teaching an eLearning class. Exceptions may be granted by the Dean responsible for eLearning or the eLearning Coordinator.

2. The college will provide adequate initial and ongoing training and support for Academic Employees to develop and successfully deliver eLearning courses.
3. The college will provide the necessary equipment and infrastructure to successfully deliver eLearning courses from campus. Any infrastructure required to deliver eLearning courses from an Academic Employee's home or other remote location will not be provided or supported by the college.

#### **D. Academic Employee Responsibilities**

1. Full-time faculty teaching e-learning courses are expected to be professionally available and maintain a substantial level of contribution to the campus community (students, staff, and administrators) comparable to peers teaching face-to-face courses. They must continue to meet all college governance/service obligations and maintain face-to-face office hours on campus proportional to their face-to-face teaching load.
2. Workload expectations for part-time faculty teaching hybrid and online courses are the same as face-to-face courses unless otherwise noted in Section E.

#### **E. Quality and Evaluation**

1. eLearning courses are governed by the same standards, policies, and procedures as face-to-face courses.
2. eLearning courses are expected to achieve the same learning outcomes as their face-to-face counterparts as stated in the Master Course Outline.
3. eLearning courses will be evaluated on the same criteria as face-to-face courses with regard to competence and effectiveness of instruction. Additional criteria may be added to evaluations to address the eLearning delivery mode.
4. Instructors teaching eLearning courses are not required to respond to student inquiries on weekends or at night, but are expected to respond promptly to all student communication and to make their communication policies clear to students via the course syllabi.
5. The dean responsible for eLearning, in collaboration with a sub-committee of the Technology Advisory Committee, will develop, establish, and maintain minimum standards and best practice guidelines for online instruction.

## **F. Course Development and Approval**

When a new or existing course is selected to be developed as an eLearning course, current BBCC Academic Employees in the program or area for which the course will be offered shall be granted the first opportunity to develop the course. Preference will be given to full-time Academic Employees who request to develop the course and have taught the face-to-face version in the last academic year. If no full-time Academic Employees wish to develop the course, the development opportunity may be offered to a part-time Academic Employee in consultation with the affected program or area. The developer of a course has the right of first refusal the first time the course is offered.

## **Article XXIX: Intellectual Property**

There are three categories of intellectual property that may be produced by an Academic Employee while employed by BBCC: sole ownership by the College, sole ownership by the employee, and joint-ownership by the College and the employee. Conditions or restrictions on intellectual property rights contained in sponsored grants, contracts, or other awards are binding on the College and faculty.

### **A. Sole-ownership by the College**

1. Master Course Outlines, syllabi for individual classes, and grades are always the property of BBCC.
2. Written materials, creative works, multi-media materials, and products developed by an Academic Employee who is either employed under special contract with BBCC to produce the work, or who utilizes BBCC resources for the majority of the work and without which the project cannot be completed, become the sole property of BBCC. BBCC resources are state resources provided to conduct official duties, activities reasonably related to the conduct of official state duties, activities related to state employment, and activities otherwise allowed by statute.

### **B. Sole-ownership by the employee**

Written materials, creative works, multi-media materials, and products developed by an Academic Employee without the use of BBCC resources, will be the property of the employee. Use of these materials in a BBCC class for instructional purposes or while working with students does not confer ownership to the College. Faculty may not receive royalties for books and/or products they have developed if the book and/or product is required to be used in a course they are teaching.

### **C. Joint-ownership**

Written materials, creative works, multi-media materials, and products developed by an Academic Employee using some combination of BCC resources and employee-owned resources may be considered jointly owned by the College and the employee. Neither can prohibit the other from using the materials. Joint-ownership shall be established under written agreement prior to the start of work. The agreement will outline the division of any monetary benefits for each party.

- D. No course or elements of a course shall be intentionally recorded or copied without the knowledge and consent of the academic employee. The college will maintain courses and recordings for at least two (2) quarters beyond the quarter in which the course was taught. At that point faculty may request the course and/or recordings be deleted. The College will comply with such request, except in the case where the academic employee has been compensated by stipend to produce the course, elements of a course, or recordings, or by other explicit arrangement. Materials may be kept beyond two (2) quarters if those materials are needed for an active grievance or complaint, in which case they will be kept for a period of time as defined by state rules and regulations.

### **Article XXX: Curriculum Development**

- A. Every effort shall be made by the Instructional Council to ensure that the curriculum remains flexible enough to meet the needs of all students, current and prospective, including academic transfer, occupational education, adult education, and developmental education.
- B. Each instructional department bears primary responsibility for its curriculum and the continuous evaluation of that curriculum.
- C. Final approval of course offerings (curriculum) lies with the appropriate Vice President, in conjunction with the Instructional Council.
- D. Faculty who wish to apply for funding to make substantive changes to their curricula will complete and submit an application to Instructional Council two months prior to beginning the changes. The application will include identified changes, justification for the changes, and anticipated time needed to make the changes.
1. A substantive change may involve a change in course title, and/or number, and would normally involve the addition or revision of one third or more of the content, and/or the development and incorporation of new pedagogy involving at least one third or more of the course presentation.

- E. All curriculum development, new courses or substantive changes to existing courses, which involves a request for funding must be approved in advance by the Instructional Council (IC). No curriculum development dollars will be spent without approval through Instructional Council. All materials will be reviewed by the Division Chair and Dean before being submitted to IC. Funding will be allocated for curriculum development by the IC, payable upon completion and approval of the new curriculum by the IC. The budget for curriculum development stipends will be determined during the annual budget process.
1. New courses will be paid a stipend of \$1,500. For payment, new courses will require an MCO successfully passed through IC, a syllabus, and a detailed outline of the course structure and content.
  2. Substantive changes will be paid a maximum stipend of \$500. For payment, substantive changes require any changes to the MCO to successfully pass through IC, a revised syllabus, and a detailed outlines of changes to course structure and/or content.
  3. Intellectual property rights apply to this section.

### **Article XXXI: Committees**

- A. Active participation in committee work is an essential part of the governance responsibility of all academic employees. Committees, which require or invite academic employee participation, should be clearly identified as to their purpose, their composition, their duration if not continuing, and critical timelines to be met if the committee is to fulfill its responsibilities. To maintain a consistent distribution of responsibilities a process of committee formation is desirable. Consequently, the negotiated agreement recognizes three types of committees as defined below. The three types of committees that are recognized are temporary committees, standing committees, and negotiated committees.

Complete minutes of all committee meetings shall be maintained, including members in attendance, issues discussed, actions taken, and a copy of all materials presented for discussion.

1. **Temporary committees.** The College President forms temporary committees for a specific purpose and for a short period of time. These committees are formed for the purpose of completing a study or project necessary to achieve a clearly defined goal of the college. They may have faculty, staff and/or administrative representation. They are formed when the president needs faculty and staff input and/or advice on particular issues and will continue until the committee assignment is complete. Upon formation, expected timelines, purpose and outcomes will be identified and discussed with the President's Cabinet.

- a. The president's cabinet will review the formation of all temporary committees.
  - b. When considering the formation of a temporary committee the president's cabinet should consider the following:
    - 1. The purpose of the committee should be clearly defined and the outcomes that are expected should be clearly outlined.
    - 2. The number of faculty members, staff, and administrators that will serve on the committee.
    - 3. A basic time frame for the committee to complete its work.
    - 4. Are there currently existing committees whose purpose already covers the stated purpose a temporary committee.
  - c. The Faculty Association President will assign the faculty members on temporary committees. The College President will appoint committee representatives other than faculty.
  - d. The tenure of a temporary committee shall be determined by the College President for a specific period of time generally not to exceed two calendar years. After completing its charge, the temporary committee disbands. If it is deemed that the work of the temporary committee should be continued past its designated expiration date, it may be converted to a standing committee as noted in Item 5.
2. **Standing committees.** Standing committees include those identified in the WAC, Board Policy, and the Administrative Procedure. These committees have been formed to help provide governance of the institution.
- a. All standing committees should be clearly defined in the AP manual. This definition should include a short description of the responsibilities of the committee and specify the number of faculty members included on the committee.
  - b. Faculty members will be assigned by the Faculty Association President to all current standing committees and approved by the faculty at the first Faculty Association meeting during the first week of the academic year.
3. **Negotiated committees.** Negotiated committees are those committees deemed necessary by the faculty and the administration for the proper functioning and governance of the institution. They are defined in the Negotiated Agreement.

- a. All negotiated committees should be clearly defined in the negotiated agreement. This should include their purpose and composition.
  - b. It should be clearly stated how many faculty members serve on the negotiated committee.
  - c. The Faculty Association president has the authority to assign faculty members to negotiated committees when these committees are required.
4. An official list of all committees, their purpose and composition, will be kept in the president's office as part of the AP manual. Copies will be available in the instructional dean's office for easy reference. The faculty association president will keep a copy for reference when assigning faculty to committees.
  5. Prior to the first Faculty Association meeting of the academic year, the Faculty Association president and vice president will meet with members of the administration to review the purpose and the membership of the Standing Committees. This group will identify those committees that are no longer required or functioning and recommend their disbandment to the president. If desirable, they may also recommend conversion of temporary committees to standing committee stature.
  6. At any time, subcommittees can be formed consisting of members of any existing committee to study an issue regarding the work of the super-committee. This committee is not considered different from the super-committee and will report back to the super-committee.

### **Article XXXII: Assessment**

- A. The function of the College Assessment Committee is to work in conjunction with the Instruction & Students Services, the Institutional Research Office and the Instructional Deans in the on-going assessment program of Big Bend Community College. The purpose of assessment is to assess student learning and the achievement of outcomes, evaluate programs and the institution, to insure the programs are current in their content and offerings, are meeting student needs, and are consistent with the mission and goals of the college.
  1. The duties of the committee include:
    - a. to aid in the identification, implementation and evaluation of the instructional programs;

- b. to assist divisions, departments, and instructors in their assessment efforts;
- c. to help the institution, its programs, divisions, departments, and instructors maintain and implement an assessment plan.

2. The duties of individual members of the Assessment Committee are:

- a. to serve as the liaison between the committee and their respective divisions;
- b. to serve as the leaders of their division's assessment efforts;
- c. to provide input into assessment reports.

- B. Each department, division or area (counseling or library) has the responsibility of developing, implementing and evaluating an assessment plan pertinent to their area. These plans are created with the assistance of the Assessment Committee through the division representative.

Assessment plan means measurable learning outcomes consistent with program purpose and college mission and goals; tools to measure the outcomes; a schedule for the use of the assessment tools; and written reports on assessment results and how those results were used for program improvement or modification.

The annual assessment plan for the coming year and the report on assessment results from the previous year are due and must be posted to the designated location by the end of the first full week of fall quarter. If there is a delay in completing the plan and/or report, the department responsible for completing the report will notify the appropriate Dean and the VP of Learning & Student Success, in writing, explaining the delay and establishing a new due date for completion of the plan and/or report.

- C. All instructional divisions of the college will be represented on the College Assessment Committee. The committee will include one faculty member from each division, including one member from the English and Math departments (who may also be the respective division representative), and one counselor. The Dean of Institutional Research and Planning will serve on the assessment committee.

The President of the college may appoint up to three administrators to the committee in addition to the Dean of Institutional Research and Planning. At the end of the spring quarter of each academic year, each division will select one of its members to serve as their representative on the College Assessment Committee. The President of the College and the Faculty Association President will each be notified of next year's members by the end of the current academic year.

- D. The Chair of the College Assessment Committee is a faculty member and is recommended by the committee and is paid a stipend for this duty. (Refer to Article XIV D)
- E. In cooperation with the VP of Learning & Student Success, the duties of the Chair are:
  - 1. To assist divisions, departments, and instructors in their assessment plans and efforts.
  - 2. To lead the formulation of the College Assessment committee work plan for the year.
  - 3. To work closely with the Deans to ensure reports are completed in a timely manner.
  - 4. To serve as liaison between faculty and administration on assessment issues.
  - 5. To provide an annual report on assessment of general education and program outcomes. This report is due by March 1 of each year.

**Article XXXIII: Instructional Program/Department Review**

- A. The Board shall be deemed to have authority to continue, reduce, modify, or eliminate any instructional program and to layoff academic employees, because of budgetary reasons, change of instructional program, lack of students, or continued pattern of low enrollment.
  - 1. Evaluation of programs for change of instructional program may include but is not limited to:
    - a. enrollment, trends in enrollment, and the effect of enrollment on the department or program;
    - b. needs of current and prospective students and the ability of the program to meet those current educational needs;
    - c. current and anticipated service needs of the district including college staffing needs taking into consideration retirements, resignations, and professional and other leaves;
    - d. information concerning faculty vacancies occurring through retirement, resignation, and professional and other leave;

- e. changes in education mission and goals as determined by the Board of Trustees;
  - f. training needs of local industry in the district.
2. The review process in this Article does not apply to the reduction-in-force provision in Article XXXIV.
  3. If the Vice President of Learning & Student Success has reason to believe that it may be necessary to significantly modify, reduce or eliminate an instructional program/department, s/he shall call together a program review committee. The committee consists of the Vice President of Learning & Student Success or his/her designee, an administrator, the Chair of the affected division, three tenured academic employees not from the affected program (appointed by the Faculty Association President). In the event the Division Chair is from the affected program, the division shall select an alternate tenured academic employee from the division but not from the affected program/department to represent them on the committee. If no other tenured academic employees are in the division, or it is a single program/department division, a tenured academic employee from outside the division will be selected by the members of the division. In order to provide student input to this process, the committee shall design a survey to be given to a representative sample of students.

The written notice of the review shall identify the program/department under review and the reason(s) for the review. The notice shall be hand-delivered to the President of the Faculty Association and each full-time academic employee of the affected program/department. Delivery of the written notice constitutes a formal request for the appointment of academic employees to the committee.

This committee shall be called to order within five (5) working days following the call for a program review by the Vice President of Instruction, provided that no meetings regarding program/department review of a specific program will be scheduled outside the academic year as defined in the negotiated calendar, unless specifically agreed to in writing by the Faculty Association President.

Committee appointments and committee meeting times must be accomplished according to schedules noted in this Article and/or agreed to in committee. All committee members have the obligation to attend every meeting in order to fully participate in the program review process. At least five of the six committee members (a quorum) must be present for all meetings. All committee recommendations shall be determined with a roll call vote recorded in the minutes.

- a. The program review committee, chaired by one of the administrators, shall hold meetings to determine whether the program/department in question should be continued, modified, reduced or eliminated. The affected faculty member(s) or their representative may present information relevant to the program review process either in writing, or in person at designated committee meetings. The committee shall submit its recommendation to the President within 60 calendar days of the first meeting. Upon mutual agreement between the College President and the Faculty Association President the recommendation deadline can be extended.
  - b. To assist in its determination, the committee may request a program audit by outside agencies.
  - c. The President shall submit his/her recommendation and the recommendation of the committee to the Board at the next regular or special Board meeting, excluding meetings that may be scheduled outside the academic year as defined in the Negotiated Calendar. Academic employees from the affected program/department shall have copies of both the committee's and the President's recommendations, and the right to present their testimony to the Board at this time.
  - d. The Board may take up to two consecutive meetings (regular meetings or special meetings or a combination thereof) to render its decision. If the decision is carried over to a second Board meeting, academic employees from the affected program/department have the right to testify at this meeting also. The Board may decide to continue the program/department by concluding the review with no changes. They may request additional information about the program/department whether or not they conclude the review process. They may modify, reduce, or eliminate the program/department. All affected parties, including program/department academic employees, committee members, division chair, dean, Vice President of Learning & Student Success and Faculty Association President, must be notified in writing of the Board's decision within three working days after the meeting at which it is made.
4. If the Board decides to reduce or eliminate the program/department, the review committee shall be reconvened by the third work day (including Friday) after the Board meeting at which the decision is made, to consider whether any tenured academic employee positions should be eliminated. Affected academic employees have the right to testify during these considerations.

- a. If the committee recommends that tenured academic employee positions should be eliminated, it shall first determine whether affected academic employees can be reassigned within the College, according to minimum standards for hiring set by Big Bend Community College policies and procedures, and then, if necessary, they shall recommend layoff of personnel in accordance with seniority procedures in Article XXXIV, sections D and E. All committee recommendations shall be determined at a committee meeting with a quorum in attendance, with a roll call vote recorded in the committee minutes. The review committee shall make its recommendation to the President no later than ten working days after it has been reconvened. Failure of a quorum of the review committee to meet according to schedules noted in this Article and/or agreed to in committee shall not invalidate the program review process. Under this circumstance, at the discretion of the Vice President of Learning & Student Success, the review process can be extended for the equivalent amount of time lost in order to complete the committee's work.
- b. The President shall notify the affected academic employee(s) and the Faculty Association President of his/her decision within three (3) working days after receiving the committee's recommendation. The notice shall contain a statement as to whether the nonrenewal is required due to budget reasons, a change of instructional program, lack of students participating in a particular instructional program, or any combination thereof.
- c. The President shall submit a recommendation to the Board at the next (regular or special) Board meeting. Academic employees who have been notified of layoff have the right to present their testimony to the Board at this time.
- d. The Board may take up to two consecutive meetings (regular meetings or special meetings or a combination thereof) to render a decision. If the decision is carried over to a second board meeting, interested parties have the right to testify at this meeting also.
- e. Any tenured academic employee laid off under provisions of this Article shall have all rights enumerated in Article XXXIV, section F.
- f. Any layoff will be effective at the end of the current academic year providing the Board made its initial decision on layoff (as described in 2c above) by the last contract day of winter quarter as defined in the Negotiated Calendar.

## **Article XXXIV: Declaration of Emergency/Reduction-In-Force for Full-Time Academic Employees**

- A. **Declaration of Financial Emergency.** The Washington State Board for Community and Technical Colleges (SBCTC) can declare a financial emergency pursuant to RCW 28B.50.873. In the event the SBCTC and the BBCC Board of Trustees declare a financial emergency, the provisions of RCW 28B.50.873 govern a reduction-in-force.
1. **Budget Review Task Force.** For the purpose of providing a continuous flow of information concerning the budget to faculty, classified staff, students, and administration of the College, and for the purpose of monitoring the possibility of a financial crisis in the district, there shall be a budget review task force. The budget review task force shall consist at a minimum of the Vice President of Finance & Administration (Chair), Division Chairs, plus two members of the classified staff and one member of the exempt staff. The task force shall meet at the call of the Chair not less than once each quarter during the academic year. A plan to meet the emergency shall be provided to the President's Cabinet and the Faculty Association officers.
  2. **Reduction in Force** deemed necessary under the procedures of this article is to be considered a temporary financial emergency due to any of the following reasons:
    - a. A significant inadequacy of operating funds to the district, or
    - b. A significant inadequacy of funds specified for a designated existing program or service.
- B. **Determination of Need for Reduction-in-Force**
1. Identification of Financial Emergency:
    - a. When the President becomes aware of any situation which may constitute a financial emergency, the President shall notify the Faculty Association president. This notice shall be in writing and shall include a statement explaining the financial emergency which may necessitate a Reduction-In-Force.
    - b. The president, vice presidents, and appropriate deans shall meet with the Faculty Association officers regarding the financial situation. The meeting(s) shall include exchanges of information which will establish the need for such reductions in academic employees, together with any alternatives or options which either party feels are available.

2. The final determination for the need for a Reduction-In-Force of an academic employee shall be made by the President. At the time a decision is made for a Reduction-In-Force of academic employees, full consideration shall have been given to appropriate reductions of classified and administrative/exempt employees.

**C. Determination of Comprehensive Educational Services**

1. If the number of academic employees is to be reduced, the Vice President of Learning & Student Success, Deans, and Division Chairs shall evaluate, in the case of each seniority unit, which programs, course offerings and/or other academic employee services are most necessary to maintain a comprehensive educational program at the District. Their recommendations will be made to the College President and the Faculty Association President. Consideration shall be given, but not limited to, the following factors:
  - a. State of Washington law, directives, and guidelines;
  - b. The enrollment and the trends in enrollment and their effect upon each seniority unit;
  - c. The stated goals and objectives of Big Bend Community College;
  - d. Total instructional program at Big Bend Community College;
  - e. Size of division/department in terms of number of instructors;
  - f. Number of academic employees teaching similar subjects;
  - g. Qualification of academic employees in terms of degrees, work experience, and other applicable parameters;
  - h. Service demand for counselors, librarians, and other non-teaching academic employees.
  - i. After considering the recommendations, the College President will make final determination of the most necessary programs, course offerings, and/or other academic employee services.

**D. Determination of Number of Academic Employees to be Laid Off**

1. If the number of academic employees is to be reduced, the President will, in consultation with the Vice President of Learning & Student Success, Dean, and Faculty Association President, decide in which seniority units such reductions may occur. The President will utilize the appropriate unit

seniority list to determine which academic employees may potentially be laid off.

2. The Vice President of Learning & Student Success, in consultation with the appropriate Dean, Division Chair, and Director (if applicable), will decide which duties can be eliminated and which must be reassigned. They will then decide which duties can be reassigned within the seniority unit. If there are duties which cannot be reassigned within the seniority unit, this group will explore which of these may be reassigned to other qualified full-time academic employees of the institution. The final decision on duty reassignment will be made by the Vice President.

#### **E. Order of Layoff**

1. Prior to the layoff of any academic employee with Community College District No. 18 for the following teaching year, the following procedures will be in force:
  - a. Normal academic employee resignations will not be replaced, providing the academic employee(s) scheduled for layoff are qualified to professionally fill the positions being vacated by the resignation.
  - b. Retirements will not be replaced, providing the academic employee(s) scheduled for layoff are qualified to professionally fill the positions being vacated by the retiree.
  - c. Academic employees granted leaves will not be replaced for the period of the approved leave, providing the academic employee(s) scheduled for layoff are qualified to professionally fill the positions being vacated by the person scheduled for an approved leave.
  - d. Positions that may be vacant can be filled by the person(s) scheduled for layoff providing they are professionally qualified for the vacant position.
2. After taking the preceding actions, the Reduction-In-Force is to be implemented within a seniority unit. The following order of layoff for academic employees will be followed:
  - a. Academic employees holding temporary contracts. (Temporary contracted academic employees, i.e. replacements for tenured academic employees on approved leave.)
  - b. Probationary academic employees proceeding in order of the least amount of service and progressing toward the greater period of service. (Nothing herein shall be construed to affect the decision

and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.)

- c. Tenured academic employees proceeding in order of the least amount of service and progressing toward the greater period of service, provided that all state mandated certification and/or accrediting guidelines are met (see Appendix C for listing of accrediting agencies).

#### **F. Rights of Academic Employees on Layoff Status**

1. The laid off employee shall be granted an adjudicative proceeding (hearing) conducted pursuant to Chapter 34.05 RCW, the Administrative Procedure Act, if requested at time of notification of layoff in writing to the President.
2. Academic employees who have been laid-off as a result of this Article shall have the right to be recalled. If a full-time academic employee position becomes available, recall shall be in order of seniority for any academic employee who is qualified. The period of recall shall extend to September 1, three (3) years after the effective date of layoff. The President shall notify all appropriate academic employees who are on layoff status not less than twenty (20) calendar days before a decision is to be made to fill a position. Once a position is offered, the employee will notify the President within one calendar week if they intend to accept the position.
3. An academic employee's educational training, earned degrees, past positions, and related experience shall be the factors considered for determining qualifications in filling position openings. Employees on layoff shall have priority for part time assignments.
4. Recalled academic employees will have their previous sick leave balance and seniority restored. Salary placement upon recall shall be no lower than that at the time of the reduction-in-force.
5. Upon request by a laid-off academic employee, the College President will provide a letter stating the layoff was for financial reasons.
6. Academic employees on the layoff list will be notified of any potential academic openings. It is the responsibility of the employee to notify the college if they are qualified or can be qualified by retraining to meet the qualification of the position in a timely manner.
7. If an individual on layoff status declines an offer to return to their original position, they will be removed from the layoff list.

## Article XXXV: Grievance Procedure

- A. **Purpose.** The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of the Faculty Association and/or individual academic employee of Community College District No. 18.
- B. **Definition.** A grievance shall be defined as a written statement by the grievant that a dispute or disagreement exists involving interpretation, application or violation of specific term(s) of the Negotiated Agreement. The grievance complaint must describe the allegation, cite the specific article and/or section(s) of the Negotiated Agreement or Board policies claimed to have been violated, misinterpreted, or misapplied, and the remedy sought. Nothing contained herein shall be construed as limiting the right of any academic employee having a complaint to discuss the matter directly with any member of the administration and to have the problem adjusted without the intervention of the Faculty Association. A grievant may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative of the Faculty Association.
- C. **Grievance Process.** Grievances shall be processed as rapidly as possible. The grievant shall make his/her grievance known within fifteen (15) working days of the alleged incident. Failure of the grievant to meet time limits constitutes a waiver of the grievance at any step in the process. Time limits imposed by procedures may only be extended by mutual agreement of the parties involved.

To the extent that time limits are expressed in days, the days shall consist of working days, unless otherwise specified.

- D. **Step 1:** An academic employee with a grievance shall discuss it first with his/her immediate supervisor, or the next level supervisor if this is not possible. The academic employee may be accompanied by a member of the professional organization. Every effort shall be made to resolve the grievance at this level in an informal manner.
- E. **Step 2:** If no settlement is reached at Step 1, the written grievance may be submitted to the President or his/her designated representative within five (5) working days of the last informal meeting. Representatives of the employee organization may be present at any meeting called to consider the grievance at Step 2. The President or his/her designated representative shall send his/her written answer to the affected parties or their designated representatives within ten (10) working days of the Step 2 meeting.

Failure of the President or his/her designee to respond within the time limit in Step 2 shall move the grievance automatically to Step 3.

- F. **Step 3:** If no settlement is reached in Step 2, the written grievance may be submitted within ten (10) working days to the Board. Upon receipt of the written

grievance, the Board shall convene an executive session at the next regular or special Board meeting. At the executive session the grievant and the Board shall attempt to resolve the grievance. Representatives of the Faculty Association and administration may be present at this meeting. The Board shall send its written determination to the grievant within ten (10) working days of the Step 3 meeting.

If the grievant concurs with the Board's written determination, the recommendation of the Board shall be implemented as the remedy to the grievance.

- G. **Step 4:** If no settlement is reached in Step 3, the grievant may request in writing that the Faculty Association submit the grievance to final and binding arbitration as defined in Section K. The Association President, may by written notice to the President within fifteen (15) working days of the receipt of the Step 3 decision, submit the grievance to such arbitration. Association representatives shall be given opportunity to be present at any such arbitration and to make the Association's views known to the arbitrator. The parties to the arbitration agree to accept the arbitrator's award as final and binding upon them. Upon rendering a decision, the arbitrator may retain jurisdiction until such time as the award is completed. The arbitrator shall not have any power to modify or disregard any of the terms and conditions of the Negotiated Agreement. See Article XX, Section H.3 regarding awarding of tenure, and continuation of probationary status.
- H. **Arbitration.** Matters subject to arbitration shall be referred to the American Arbitration Association through a joint request for a list from which an arbitrator will be selected using a striking process. Only grievances which involve an alleged violation by the employer of a specific section or provision of this agreement 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 shall be subject to arbitration. Upon request of either party, the substantive and procedural arbitrability issues arising in connection with the grievance shall be ruled upon by the arbitrator prior to hearing the merits of the grievance. Hearings and other procedural matters shall be in accordance with voluntary rules of the American Arbitration Association.

The costs for the services of the arbitrator, including per diem expenses and his/her travel and subsistence expenses and the cost of any hearing-room, will be borne equally by the Board and the Faculty Association, provided however, that the Association shall not bear any such costs in cases where it is not providing representation to the grievant.

- I. **Confidentiality and Grievance Records.** All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance process or by any employee or official of the College. All documents, communications and records dealing with grievances and their adjustment shall be

filed separately from the grievant's personnel file, and upon expiration of the statute of limitations for the initiation of any further legal action, shall be destroyed, with the exception of a record of the grievance and final adjustment thereof.

- J. **Freedom from Reprisal within the Law.** Individuals involved in the grievance procedure, whether as a grievant, a witness, a representative of the Faculty Association, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of any legal participation in the grievance procedure.
- K. **Assistance in Investigation.** During the course of any investigation of a properly filed grievance, the parties shall cooperate and furnish such information as requested in accordance with this procedure.
- L. Matters for which another method of review is required by law shall be excluded from this grievance procedure.
- M. A grievant may withdraw the grievance at any level. In any event, the withdrawal of a grievance shall not constitute a precedent which may affect any similar case(s) occurring thereafter.
- N. On matters pertaining to the interpretation of this agreement, the Faculty Association may begin this procedure at Step 2 of this agreement.

#### **Article XXXVI: Calendar**

- A. The academic calendar is a negotiable item. The calendars for the years 2016-17, 2017-18, and 2018-19 are printed in Appendix E.
- B. Representatives of the Faculty Association shall meet with the Dean of Student Services and representatives from ASB and the Classified Staff for the purposes of gathering input on future academic calendars. The meeting shall be called by the Faculty Association President and shall occur no later than February of each negotiating year.

#### **Article XXXVII: Conditions and Duration**

- A. This agreement shall become effective at the time it is acted upon by the Board in a regular or special meeting of the Board and shall become part of the official proceedings of said Board meeting. This agreement shall be in full force and effect July 1, 2016 following its approval unless otherwise provided and shall remain in effect through June 30, 2018.
- B. This agreement may be reopened for any of the following reasons:

1. In accordance with the negotiations procedure, Article V.
  2. Legislative changes in state or federal law that affects the content of the Negotiated Agreement.
  3. Legislative salary increases.
  4. By mutual agreement of the two negotiating parties.
- C. This agreement replaces all previously negotiated contracts, policies, and agreements between the Board and the Faculty Association.
- D. **Zipper Clause.** The College and the Faculty Association, for the duration of this agreement, each voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any subject or matter covered in this Agreement and bargaining process, unless mutually agreed otherwise.

This Negotiated Agreement is full and complete and supersedes all previous agreements both written and oral. This Negotiated Agreement covers all permissible variations of each negotiated item and there are no other variations of negotiated items permissible which are not discussed in this agreement. On those items that are not part of the Negotiated Agreement the board, or the administration acting in their behalf, reserves the right to make those decisions necessary to carry out the functions of the institution. All matters not covered by the language of this agreement or restricted by applicable state or federal law shall be administered by the college in accordance with such policies and procedures as it shall from time to time determine and with faculty input when appropriate.

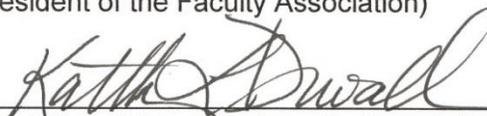
# Ratification

## Ratification

- A. This is to advise the BBCC Board of Trustees that in accordance with Association by-laws, the Big Bend Community College Faculty Association has ratified the tentative agreement negotiated by representatives of the Faculty Association and the Board in accordance with the negotiations procedure. Accordingly, we herewith submit the 2016-18 *Negotiated Agreement* herein for action by the Board.

BIG BEND COMMUNITY COLLEGE FACULTY ASSOCIATION

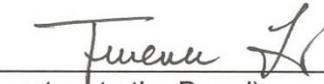
X   
(President of the Faculty Association)

X   
(Chief Negotiator of the Faculty Association)

Officially adopted by Board action on this 12th day of August, 2016

BOARD OF TRUSTEES

Community College District No. 18

X   
(Secretary to the Board)

X   
(Chairperson of the Board)

## **APPENDIX A: Instructor Loads**

Article XIV, A.3 1998-99 Negotiated Agreement  
As identified in Article XII: Instructor Loads

A regular full-time teaching load is made up of day classes offered between 8:00 a.m. and 5:00 p.m. An evening class may be included within the full-time teaching load if the day teaching assignment is less than full-time. An evening class shall not be assigned to an instructor as part of a full-time teaching load without prior consultation and consent.

## **APPENDIX B: Development and/or Publication of Research Materials**

Although the community college is not normally recognized as a "Research Institution," faculty are encouraged to conduct research and/or develop professional materials, e.g. textbooks, tests, computer programs, that will enhance their position/role as instructors and/or provide for the development of commercially acceptable materials for distribution or marketing.

Recognizing that professional research, while serving as a full time faculty member, is a cooperative effort between the instructor and the Community College District No. 18, all finished products, i.e. ownership of said products, are subject to the procedures, policies, administrative code, or laws (RCW) of the State of Washington. Therefore, any faculty member undertaking research or the development of materials should proceed as follows:

- A. Present a written proposal to the appropriate administrative officer outlining the project (time, materials, cost, student participation, etc.).
- B. Determine if the project/material is for in house consumption and sale or for commercial marketing.
- C. Identify publishers for commercial sale.
- D. Negotiate, agreeable to all parties concerned, an appropriate division of cost and/or royalties.

Upon review and recommendation by the administrative officer (Vice President for Instruction/Student Services), the proposal and all available materials are to be submitted to the President. If, in the President's opinion, the project is within the parameters of institutional needs, a formal contract between all parties will be submitted to the Board for approval. If the project is approved by the Board, the faculty member may proceed.

Failure to achieve approval will eliminate the faculty member's opportunity to use District equipment, students in attendance, and/or contracted time normally reserved for teaching, office hours, etc. for developmental efforts.

Any violation of the aforementioned procedure may eliminate future developmental efforts and/or provide for disciplinary action being taken. Consult with the appropriate administrator for direction.

## **APPENDIX C: Certifying Agencies for Professional/Technical Instructors**

### PRESENTLY HELD AND/OR MANDATORY

Professional/Technical instructor certification as described by SBCTC and WAC 131-16-080-095

Nursing – Nursing Care Quality Assurance Commission (NCQAC), Washington State Department of Health (program and faculty certification)

Accreditation Commission for Education in Nursing (ACEN) (program and faculty certification)

Commercial Aviation – Appropriate certifications including Flight Instructor and Ground Instructor, Federal Aviation Administration (program and faculty certification)

AMT A & P Mechanic – Federal Aviation Administration (program and faculty certification)

Automotive – Automotive Service Excellence (faculty certification), NATEF (program certification)

CDL – Washington State Department of Licensing (faculty certification)

\*Dependent on programming needs, BBCC may seek or be required to meet accreditation requirements of other agencies. If, in fact, accreditation is sought by the college in any area not already held, the instructors involved will participate in the review and application process.

## APPENDIX D: Procedure for Reporting Absences

Faculty are required to notify the institution when unable to meet classroom responsibilities **(see Article XVIII: Leaves, section C.)**.

Notification of absences must be reported to the Human Resource personnel (H.R.) by calling 793-2008. H.R. will notify the instructional office assistants or the appropriate Vice President/Dean as soon as possible prior to the scheduled class time so that notices can be placed on the classroom door. In addition, the H.R. staff will use the campus alert system to notify students, "Instructor's Name is out today and his/her classes are cancelled".

If an academic employee has additional information that needs to be passed on to the students, such as one of his/her classes will be covered by another instructor, the academic employee calling in an absence must leave that information when calling the H.R. Office of his/her absence. Providing information regarding class times and classrooms will help speed the process of notifying students of instructor absence.

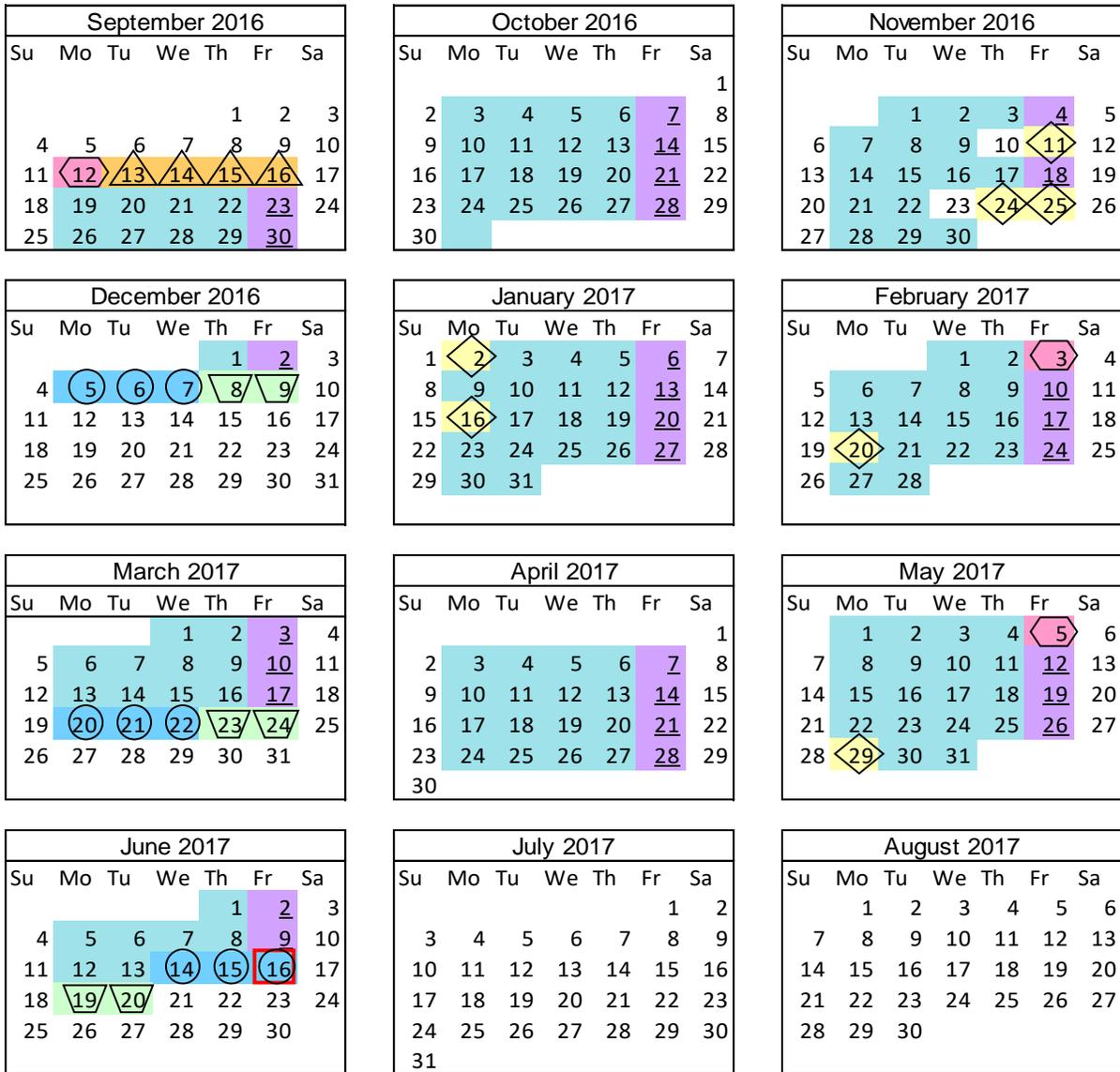
Any full-time instructor leaving the college mid-day, due to illness or injury, must contact the Human Resources Office at extension 2008. The H.R. office staff will contact the appropriate Vice President/Dean or Dean's assistant to post signs on the classroom(s) of the absent employee.

The academic employee must notify the H.R. office each day of absence, unless there was a mutual agreement and pre-approval to do otherwise, such as a pre-arranged absence for surgery. Counselors are required to notify the Associate Vice President of Student Services and Librarians must notify the Dean of Library Resources. Notifying co-workers does not constitute proper notice. Instructors should phone the college early enough so notices can be prepared and posted on appropriate classrooms. A message can be left on the voice mail system if calling before 7:30 a.m. or after 5:00 p.m. For instructors who are teaching evening classes, continue to follow the procedures by calling the HR office. In addition, instructors should call the custodial cell phone **(750-3153)** and M&O will post signs. If notifications of absences for night classes are received before 5:00 p.m., students will be notified via the campus alert system. Instructors teaching a course on the weekend should contact security at **793-2286**.

Any absence from work requires a completed Leave Request form. Pre-planned absences will require a completed Leave Request form and a Class Coverage form. For unexpected absences, a Leave Request form must be completed immediately upon return to work. Absences that exceed three (3) days of work or that are the result of hospitalization may require additional paperwork to be completed. Academic employees should contact the Human Resources Office for direction. Sick leave may be taken in less than full-day (8 hours) increments based upon the percentage of scheduled assignments missed. Personal leave may only be taken in four-hour increments.

## APPENDIX E: Academic Calendars

### APPENDIX E: 2016-17 Calendar



## APPENDIX E: 2017-18 Calendar

September 2017						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2017						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2017						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	29	30			

December 2017						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	30	31

January 2018						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2018						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 2018						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2018						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2018						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

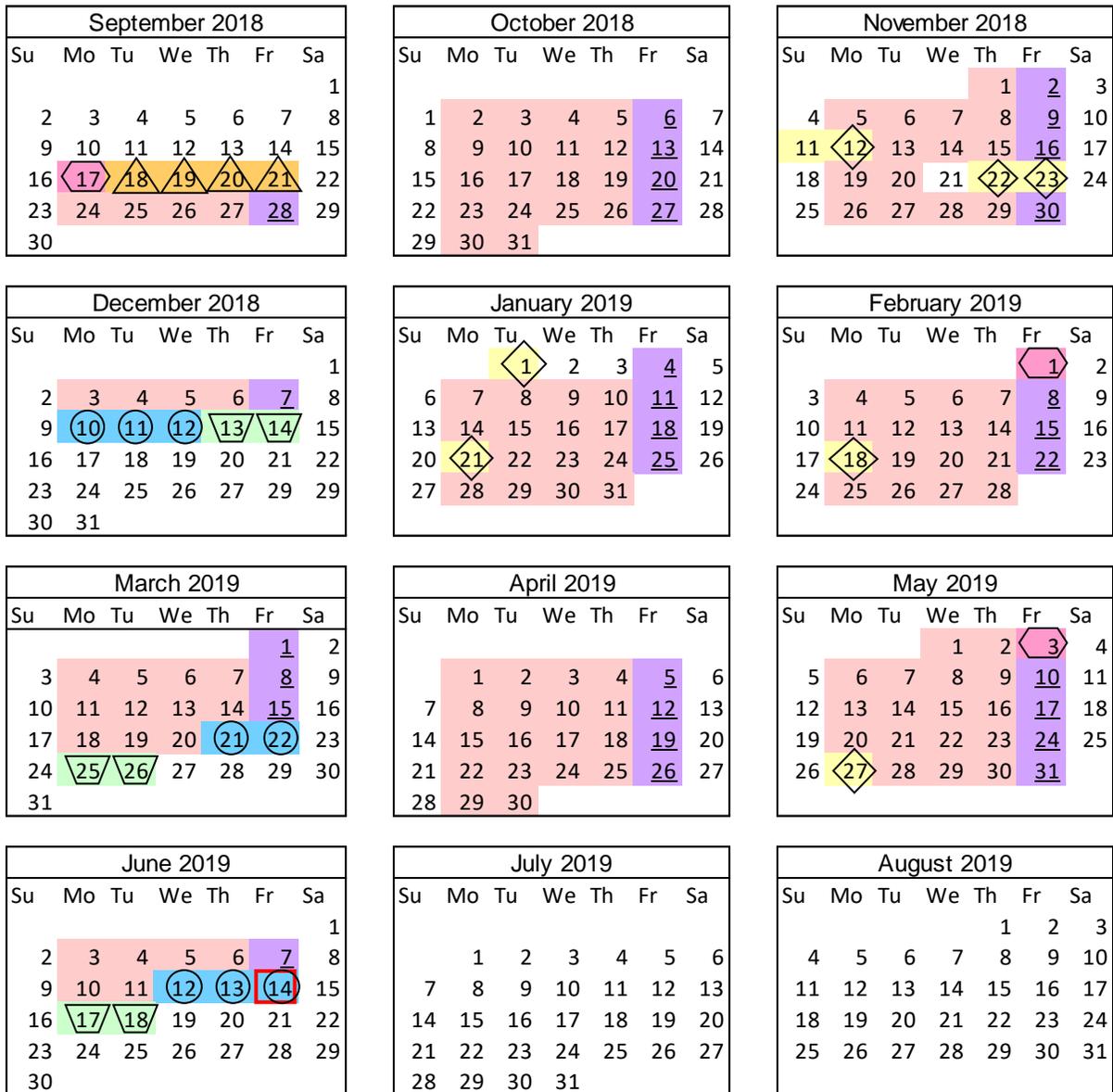
June 2018						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2018						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

	Fall	Winter	Spring
Advising & Registration	4		
Teaching	41	41	41
Finals Days	3	3	3
Commencement			
Inservice	1	1	1
Professional	9	10	9
Recordkeeping	2	2	2
Holiday			
Quarterly Totals	60	57	56
Grand Total		173	

## APPENDIX E: 2018-19 Calendar



	Fall	Winter	Spring
Advising & Registration	4		
Teaching	41	41	41
Finals Days	3	2	3
Commencement			
Inservice	1	1	1
Professional	10	10	9
Recordkeeping	2	2	2
Holiday			
Quarterly Totals	61	56	56
Grand Total		173	