	Agenda Item/Subject	Information/Action/Presenter
1.	CALL TO ORDER	
	<ul><li>A. Notation of Quorum</li><li>B. Flag Salute</li></ul>	
2.	ADOPTION OF MINUTES	Action
	A. October 17, 2018 Meeting	
3.	COMMUNICATIONS	Information
	<ul> <li>A. General Information/Introduction</li> <li>B. Correspondence</li> <li>C. Comments from the Audience</li> <li>D. Student Leadership</li> <li>E. Renton Federation of Teachers</li> <li>F. Written Communication Reports:</li> </ul>	
4.	ACTION ITEMS	Action
	A. Renton Federation of Teachers Contract Renewal	Executive Director Hogan
5.	DISCUSSION/REPORTS	
	<ul> <li>A. Canvas Tenure Review</li> <li>B. President Goals: Equity   Advocacy   Trust   Finance</li> <li>C. Administration/Finance</li> </ul>	Tenure Steering Committee Dr. McCarthy
	1) Monthly Finance Report	Vice President Rodriguez
	D. Board of Trustees	
	<ol> <li>Tenure Materials Available on Canvas</li> <li>ACCT Leadership Conference Report</li> <li>Board Liaison Reports         <ul> <li>a) RTC Foundation</li> <li>b) RTC Advisory Reard</li> </ul> </li> </ol>	Trustee Page
	b) RTC Advisory Board	Trustee Palmer



**A.** December 12, 2018

### 7. EXECUTIVE SESSION

- **A.** An Executive Session may be called for any reason allowed under the Open Public Meetings Act. (RCW 42.30.110 or RCW 42.30.140).
- **B.** Announcement of time Executive Session will conclude.

### 8. ACTION

**A.** Action items, if any, that may be necessary to be taken as a result of matters considered in the Executive Session.

### 9. ADJOURNMENT

## **Event Reminders:**

- RTCF Celebrity Chef Event | November 15, 2018
- ACT Winter Legislative Conference | January 21-22, 2019
  - Transforming Lives Awards Dinner/Ceremony | January 21, 2019
- RTCF Student Success Breakfast | February 13, 2019



Action

Action



November 14, 2018 3:00 p.m. Renton Technical College Board of Trustees Meeting November 14, 2018

AGENDA ITEM: 1. CALL TO ORDER

SUBJECT:

BOARD CONSIDERATION

Information

Action

### **BACKGROUND:**

Board Chair Debra Entenman will carry out the Notation of Quorum and call the meeting to order.

#### **RECOMMENDATION:**

None.

Renton Technical College Board of Trustees Meeting **November 14, 2018** 

AGENDA ITEM:	2. ADOPTION OF MINUTES	BOARD CONSIDERATION	
SUBJECT:	Α.	Information X Action	

### BACKGROUND:

A. The meeting minutes from October 17, 2018 are attached for approval by the Board of Trustees.

### **RECOMMENDATION:**

Approval as presented.



Board of Trustees – Regular Board Meeting Board Room (I-202) October 17, 2018 3:00 P.M.

#### **MINUTES**

#### 1. CALL TO ORDER

The meeting was called to order at 3:00 p.m. by Board Vice Chair Takamura. A notation was made that a quorum was established, and Vice Chair Takamura led the flag salute. Board Chair Entenman was absent from the meeting.

#### 2. ADOPTION OF MINUTES

Board Vice Chair Takamura asked for corrections and/or additions to the following minutes:

#### September 19, 2018 special and regular meeting/retreat

*Trustee Unti introduced a motion to approve the meeting minutes for the special and regular meetings held on September 19, 2018 as presented. Trustee Palmer seconded, and the motion carried.* 

#### 3. COMMUNICATIONS

- A. General Information/Introductions Dr. McCarthy introduced Dr. Jichul Kim as the newest U.S. Citizen in attendance at the meeting! He had an interview last week and they fast tracked him through the process and swore him in on the same day. Congratulations to Dr. Kim.
- **B. Correspondence** Correspondence was sent electronically to Board members.
- C. Comments from the Audience Mr. Rick Geist, Welding Faculty member and RFT legislative representative, informed the Board of the Democratic Caucus fundraising party at 6:30 p.m. in H-102 tonight. Mr. Brian Thompson, Ford ASSET Faculty member, noted his concerns about budget constraints, which he called unprecedented in the history of the college. The history of the college is rich, and has always stayed resilient and funded by strong technical programs. Faculty are feeling the budget cuts in their programs. The ASSET Advisory committee will be meeting tomorrow, and will talk about the possibility of other locations that can better serve Ford ASSET in the future.
- **D. Student Leadership** Director Supinski noted that there were no students at this meeting and she looked forward to the Transforming Lives action on student applications later in the agenda.
- E. Renton Federation of Teachers President Sheila May Farley informed the Board that negotiations were completed yesterday. The Contract will be shared with membership next week and they are excited about that. Today is a happy day! The Federation and membership have been anticipating this; we hope they are as excited as the negotiation team. The RFT Negotiations team hopes the board will also appreciate the work. There are a lot of new students in select programs. The demographic mix, including age is positive; but, we could always have more.
- **F.** Written Communication Reports Written reports included in the Board materials are well done and appreciated.

### 4. ACTION

#### A. ACT Transforming Lives – Student Award Selection

Ten (10) student applications were sent to the Board for consideration for the ACT Transforming Lives Scholarship. Trustees Entenman and Page reviewed and submitted for Board consideration, essays number four (4) and five (5).

Trustee Page introduced a motion to advance essay number five (5) from the ten (10) applications received onto the ACT Transforming Lives committee for competing at the state level, for the Transforming Lives Scholarship. Trustee Palmer seconded and the motion carried. Application Essay number five (5) is **Anna White**.

### 5. DISCUSSION/REPORTS

A. President Dr. McCarthy is now a courtesy faculty member at Oregon State University in order to serve on a Doctoral Committee for Cindy Lenhart. Ms. Lenhart worked at Achieving the Dream (AtD) and was actually the person who called Dr. McCarthy when RTC received the Adjunct Engagement grant.

Goals – This year, Dr. McCarthy's goals are Equity, Advocacy, Trust and Finance.

**Equity** – Last week seven (7) faculty members participated in the Cross-Institutional Faculty of Color Mentorship Program. The first DEIC meeting of the year was held and included discussion on how to operationalize the plan that was presented to the Board last June. Five (5) Action Teams were developed: Instruction, Special Projects, Research and Development, Professional Development, and Fiscal Action. Vice President Reyna will work with the leads of each Action Team to develop processes and benchmarks in November. We are working with Marketing and Communications on a DEI Webpage and convening a group to assist in that configuration. We also continue our work to keep the website updated to support undocumented students, and are working on professional development to utilize HB1079 regarding resident tuition rates.

**Advocacy** – At the Federal level in our advocacy efforts, Congressman Smith's Legislative Assistant, Connor Stubbs met with Dr. McCarthy. Our Workforce Team provided feedback on a proposed bill and a quotation for their press release on the Empowering Individuals to Succeed through Education and Workforce Training Act. This legislation would establish a new grant program under the Workforce Innovation and Opportunity Act (WIOA) dedicated exclusively to providing support services for individuals receiving workforce training and education. A meeting was also convened with Ms. Stasha Espinosa, Senator Murray's King County Outreach Director. She is also coordinating a Round Table about the local efforts to provide supportive resources for financially needy students. Senator Murray sent a letter to Alma Meza congratulating her on the ACCT Regional Faculty Award.

Dr. McCarthy reviewed and summarized the 2019-21 Operating and Capital Budget Requests from the SBCTC One-Pagers. Instructor Geist and Dr. McCarthy have been meeting about how RTC and RFT can work together on legislative agendas. They plan to take Olympia by storm. Operating Budget Request: 1) Competitive compensation for student success (\$68M) - faculty and exempt positions (staff in most cases are negotiated in the Governor's office), our staff is not a part of that; we negotiate separately, locally. We are discussing this with SBCTC to include our classified unions. 2) Pathways to jobs for all Washingtonians (\$86M). 3) High demand training locally and statewide (\$35M). We are advocating that these funds requests help address systemic funding inequities for the technical colleges and to give us as much flexibility as possible. For example, high-demand funds should be available to support and improve current

programs, not just support new enrollments. We also believe the technical colleges should get a specific slice of these funds to compensate for the Running Start bonus comprehensive colleges are receiving. Only two (2) percent of FTE in Running Start (RS) comes to technical colleges. Most RS students go to colleges with transfer degrees. Compensation is also tricky: The allocation model in 2015 originally gave RTC more funding because of weighted enrollments (1.3 modifier). After COLAs that year, WACTC voted to put the funds in safe-harbor, so these funds went to colleges in the old manner, diluting the purpose of the model. But, changing these systemic inequities will be difficult.

Our Capital Budget request originally ranked eighth (8) on the new project list, but went down to sixteenth (16) because of an error by the Architect. With the new requests added to those already in the queue, our project is thirty-fifth (35). We need to advocate for the full Capital request of \$623M to fund all 2019-21 system requests. This will be difficult. For example, the Infrastructure for Western State hospital needs to be addressed in the state. Dr. McCarthy would like to ask Mayor Law to testify with him, that this is more than just a need to the college, but also a community need.

Several weeks ago the Senate Democratic Caucus met on our campus; Dr. McCarthy took the opportunity to educate them about the unique role of and restrictions on technical colleges.

Last Friday Senators Wellman and Keiser met on our campus to discuss Career Connected Learning/Career Connect WA initiatives which focus on youth apprenticeships and work-based learning. This is one of the Governor's initiatives based on a Swiss model. Dr. McCarthy participated in their discussions. We want to be supportive where this could assist us, and it could be an avenue for better apprenticeship tuition waiver reimbursement, but we don't want the effort to take away from what the college system does well.

Dr. McCarthy is also involved in advocating for a portion of the Puget Sound Taxpayer Accountability Account (PSTAA) funds established in the transportation bill for ST3. \$518M is projected over an 18 year period (through 2035). The Puget Sound Coalition for College and Career Readiness is working on a King County Promise Scholarship. There is a King County Council meeting on October 29 where many college presidents, including Dr. McCarthy, plan to testify. He testified last year as well.

*Trust and Finance* – Dr. McCarthy wrote everyone at the college yesterday to say, please vote! The next all-college meeting is scheduled for October 22. Dr. McCarthy will talk about enrollment figures, where we are with the budget, and what we might do to collectively to work on outreach and retention Our enrollments this year are coming in below the projections of when the budget was built. People are going to work instead of school, or they are jobbing-out. Initial projections for tuitions revenues will be about \$300K shy this year. Besides fewer students in some programs, we have also lowered credits in some programs (i.e., Computer Science from 21 to 15). We have lower IBEST enrollments this year as well. With fewer students enrolled, retention is all the more important. A five percent retention increase is equivalent to \$325K in additional revenue. In a class of twenty (20) that is just one student. Outreach is important as well. For example, we want to increase the number of Renton School District students coming directly to RTC. Currently, only seven (7) percent do, while thirty (30) percent go to Bellevue College. We are making some traction with the new CTE Director at Renton School District. Trustee Unti commented that within the system, the funding model is inequitable. The community doesn't really understand it. We need to continue to tell the story. We appreciate the numerous ways of chasing after revenue, yet are still deeply frustrated with the bottom line. Trustee Page noted that he will continue to push. Faculty and staff are leaving higher-ed to return to public education (K-12) due to these inequities.

#### **B.** Strategic Plan Monitoring Report

Dr. McCarthy explained that much of this monitoring report was developed under Executive Director Campbell; now Dr. Kim is taking the reins and sees some different opportunities in looking at the content. The purpose of the monitoring report is to provide an overview of RTCs progress toward mission fulfillment, and prepare for the coming year's strategic plan and priority activities. Progress is gauged using twenty-two (22) KPIs (Key Performance Indicators), which show seventy-eight (78) percent implementation success. Overall key findings show one-year persistence rates increased slightly by 1.8 percent in 2015-16 for the first time after a continuous decrease since 2013-14. The gap between white students and students of color has narrowed from 1.6 percent in 2014-15 to 0.9 percent in 2015-16. Three-year completion rates and degree completion rates decreased by 1.5 percent in 2016 – 17 for the 2013-14 cohorts, while the certificate completion rate remained stable. Per the Annual Student Survey administered in fall 2017, the average rating of student satisfaction was 4.2 out of 5. Enrollment percentages for students of color in professionaltechnical programming increased by 8.2% from 2012-13 to 2016-17. The Employee Community Engagement Survey was administered in 2017-18. Survey results highlighted the large investment of time RTC employees commit to their communities and showcases the broad range of organizations where they volunteer. We need to focus on leading indicators, identifying areas for improvement, using the strategic indicators as a tool to assess the progress of priority activities and to guide cross-departmental collaboration, and improve continuously for mission fulfillment. Trustee Page questioned why the data was old, and not more recent. Dr. Kim responded that the data is shared consistently across the state from SBCTC. We are attempting to work with the Data Integrity Group (DIG) to explain errors. Completions had gone down twopercent but is a lagging indicator; hence the focus on the leading indicator. Dr. Kim indicated that the capacity survey shows a lot of neutral responses; clearly an opportunity here. Trustee Takamura wants to be sure this information is shared with everyone at the college.

#### C. Administration/Finance

1) Monthly Finance Report Vice President Rodriguez reviewed the monthly operations report, cash and investment balances for the month of August, 2018. Some efficiencies may be part of the reason we are level with last year. Everything looks to be on track.

Dr. McCarthy noted that we are looking at FTE; it is expected that we will be down \$300K in tuition revenue. We are currently looking at the budget given those realities. We are holding on replacing the Institutional Advancement position, and will continue to reassess other positions and expenses ahead.

We continue to work with Follet to take over bookstore operations; we are in the negotiating phase and hope to transition in mid-November. They will need to begin bringing in their own systems. Our Bookstore Director Jose Perdomo submitted his retirement notice; his last day is this Friday. Two classified staff will remain as employees of the college (the college will be reimbursed by Follet).

### D. Board of Trustees

1) Equity Minded Leadership Follow-up Discussion Trustee Unti found it valuable: it provided him with an increased sensitivity for what it is like for others who are not in the same position. Trustee Palmer appreciated getting to know each other better, and focusing on how we frame our conversations. Trustee Page reported that he was glad they did it. Many of these things happen before we know they are there; understanding those who are in a historically disadvantaged group have a different experience than others. It is good to figure out ways to

internalize these and go through the same things we are asking of our faculty and staff. Trustee Unti noted there is a need to have the courage to help each other learn. Everyone has to do their own homework. Dr. McCarthy thought it was very helpful, but does not want this to be a one and only session. For the Board to take the leadership role is a necessary signal from the top that this is a true value of the college, and will lead to true value and fulfillment of our mission. Dr. McCarthy suggested that those who will be in New York for the ACCT Leadership Conference need to look at different relevant sessions, and collectively we need to not wait for our next Board Retreat. We may find articles as homework from Dr. Terrell-Powell and others. This should be an on-going discussion and pairs well with what is going on at the college. The next step may be for the Board to engage in the IDI (Intercultural Development Inventory). Trustee Takamura believes this is an ongoing journey for all of us. Trustees Entenman and Takamura live it every day, and feels eyes usually turn on them because they are of color. Those who have had experiences do sometimes have to take the lead. It's the ally-ship and growth all the way around. She looks forward to continuation of the Board's development. Culture, responsiveness and sensitivity are journeys that we are all on.

Trustee Takamura questioned the Carver Governance Model. Trustee Page explained that it is a structured theory of governance. We don't follow it specifically, but as a general rule the Board makes policy, the president runs the college. Dr. McCarthy suggested inviting Dr. Rich Cummins to come again, while he is at Bellevue College, to present again at a future study session.

2) **Board of Trustees Scholarships** Board members who have not yet contributed to the Board Scholarship Fund (\$500) and the Transforming Lives Scholarship (\$50) will be notified.

3) ACCT Voting Delegate Trustee Palmer volunteered to act as the RTC voting delegate at ACCT. Trustee Page will act as the secondary delegate.

### 4) Board Liaison Reports

a) RTC Foundation The Celebrity Chef event with Tom Douglas Dinner is the current event everyone is focused on. Foundation Board members were asked to donate auction items, which are intended to boost the net receipts. President Kawamoto is doing a good job in hustling new membership. Executive Director Shaw is doing a great job!

b) RTC Advisory Board The fall meeting of the RTC Advisory Board did not meet quorum. The following industry connection dinner, went well. Liz Nolan from Valley Medical (VP Marketing & Communications) did a fantastic job. Executive Dean Jackson did a great job to coordinate the presenters. Our partnership with Valley Medical has been strong. Overall, advisory board communication is good.

- 6. MEETINGS The next regular meeting of the Board of Trustees is scheduled on November 14, 2018
- 7. EXECUTIVE SESSION At 5:25 p.m. Board Vice Chair Takamura called for an Executive Session, for twenty (20) minutes to discuss collective bargaining issues and proposals. At 5:45 p.m. the session was extended ten (10) minutes. At 5:55 p.m. the session was extended and additional five (5) minutes. The Board returned to regular session at 6:00 p.m.
- 8. ACTION No action was taken as a result of the Executive Session.

### 9. ADJOURNMENT

There being no further business, *it was moved by Board Vice Chair Takamura to adjourn the Board of Trustees' meeting at 6:02pm*. *Motion carried*.

FRIEDA TAKAMURA, Board Vice Chair Board of Trustees KEVIN D. MCCARTHY, President Renton Technical College Renton Technical College Board of Trustees Meeting **November 14, 2018** 

#### AGENDA ITEM:

3. COMMUNICATIONS

SUBJECT:

BOARD CONSIDERATION

X Information

Action

#### BACKGROUND:

- A. General Information/Introductions
- B. Correspondence
- C. Comments from the Audience
- D. Student Leadership
- E. Renton Federation of Teachers
- F. Written Communication Reports

#### **RECOMMENDATION:**

None.



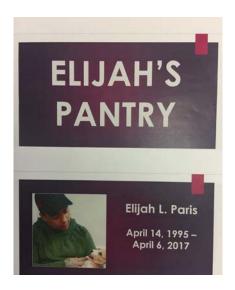
## Student Leadership

# Student Leadership Report for Board of Trustees November 14, 2018

## Learning Resource & Career Center Keeps Growing

The Learning Resource & Career Center (LRCC) continues to provide integral support services for students. Since the beginning of fall quarter, there have been 6,277 visits to the LRCC recorded, which includes 1490 unique students served. Students are able to access tutoring services, support using computers, individual computer use, student ID card services, free computer repair services and software installation support, free printing, and group study space. ASG continues to fund the RTC Calculator Loan Program, proving more than 50 graphing and basic calculators for student use. The ASG and LRCC student leaders have also partnered with IT, and other faculty and staff to plan for a laptop loan program, which will launch this academic year.

## Elijah's Pantry Continues to Address Student Food Insecurity



Elijah's Pantry opened in the LRCC in Fall 2017, and continues to grow to address a very real need of food insecurity of RTC Students. The pantry provides healthy snacks, soups, and oatmeal for hungry students to eat during class times, and also provides non-perishable food items for students to take home to feed themselves and their families outside of class times.

A discreet data-tracking system for the pantry was implemented January 2018, as part of the general LRCC check-in process. Since that time, there have been more than 2260 exclusive check-ins for pantry use, with more than 200 already this quarter. It's already outgrowing its small space in the LRCC.

The pantry is partially supported by ASG, individual donations, and a few community partnerships.

## Thanksgiving Dinner for RTC Students, Faculty, and Staff

On Wednesday, November 21, ASG and the LRCC student leaders will co-host a free Thanksgiving-style dinner for the RTC campus community, in partnership with RTC Catering Services and a local vendor who will provide halal options. The event will be hosted in the LRCC as a time to share our gratitude for a warm meal, the opportunity for education, the beauty of human diversity, and the power of authentic connection with each other.

## **Recruiting for ASG Senate**

The ASG Senate has begun their regular meetings for this academic year, and more than 20 ASG Senators have already been recruited to serve. The ASG Senate is the representative voice of the RTC Student Body and senators are responsible for representing student interests to the college administration. They facilitate the organization of a broad range of student committees that work to address issues and promote services that enhance the RTC student experience. Senate meetings are the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of each month from 2:30pm – 3:45pm in C111, and ASG Senators are serving on RTC college-wide committees.

## ASG Hosts Voter Registration Organizations on Campus

ASG partnered with community organizations to get out the vote! Local experts in the voter registration process from Fuse Washington came to campus on six different days to register students, faculty, and staff to vote, and provide support with changes to existing voter registrations. This effort was part of Governor Inslee's Student Voter Registration Challenge.

## New System for Student Representation in the Tenure Process

Student Leadership staff collaborated with the RTC Tenure Steering Committee to design an effective and sustainable way to include student perspectives in the tenure process. Tenure candidates in their second year will be encouraged to request a student leader not enrolled in their classes to observe their teaching and provide feedback. Students serving on ASG Senate who want to serve in this role will be provided with training and guidance from Student Leadership staff and the tenure committee chairs.



Administration and Finance Report Renton Technical College Board of Trustees November 14, 2018

### **Business Office**

The state auditors have concluded their onsite work for FY16 and FY17 financial statements. We are now scheduling the exit conference.

We are beginning work on FY18 financial statements and hope to schedule the audit for February 2019.

We are beginning work on the 1098T process.

Kawika Waiamau-Ariota, our new Purchasing Agent, started on October 24th.

### **Facilities & Capital**

**Campus ADA Review** – Required modifications and accommodations resulting from the campus wide review of ADA accommodations by the Office of Civil Rights. Modifications required to restrooms, parking stalls, pathways, and some campus furnishings. The college has one year to complete the necessary modifications. All work has been completed, except that which was dependent on the legislature appropriation of capital funding. *Update:* The project has been awarded to the low bidder, Regency Construction, as the college's Capital Minor Program Project for this biennium. Construction of the remaining items, which consist largely of converting at least one pair of restrooms in each building to an ADA accessible restroom, is in progress with expected completion next month.

**Burnett Ave. South Lease for new WorkSource Renton Center** –*Update:* Remodel is completed and the college has been granted occupancy. Arrangements are being made to move in furniture, supplies, computers, and have data networks configured (under the direction of RTC's IT dept.).

**Current Capital Repair Projects** – All projects for the current biennium are underway and expected to be finished by July of 2019. Projects include:

- **Bldg. J Roof Replacement** –Installation of a new metal standing-seam roof. **Update**: In progress. New roof installation is expected to be complete by mid- November. About half of the new metal roof has been installed to date.
- Bldgs. B HVAC controller replacement project Bldg. B is receiving heating system replacement of controllers. Update: In Progress. Controllers have all been replaced and computer graphics are being configured, with work is expected to be complete in the two weeks.
- Fire Alarm Upgrade to South Campus Buildings Upgrade the fire alarm systems for buildings A, D, E, F, and G. The current systems have reached the end of their useful life and require replacement. This is the first part of a two part project continuing onto the other campus buildings next biennium. Update: Contractor to mobilize by mid-November and perform work on off-hours so as to not disrupt instruction. Completion expected Winter Break.

**Minor Capital Program Projects for next biennium** – Projects have been selected by the college and application to the state for funding has been submitted for the following projects to be constructed next biennium: Multi-Cultural Center in Building 'H', T.I.G. Welding shop Relocation and expansion (Bldg. A), 'H' 102/103/104/105 (Assembly Room) Upgrades, and Campus Irrigation System Repairs, Campus Fire Alarm Upgrades. **Update**: Projects for the first year of the biennium (Summer 2019) have been selected: Welding shop relocation and expansion (Bldg. A), and Food Service utility wall replacement.

### **Food Service**

Food Trucks were relocated onto the south end of campus in an effort to increase sales. The WA State Food Truck Assoc. Director has indicated that sales have been very low and vendors are hesitating to come to campus due to less than 60 sales per evening.

The WA State Liquor and Cannabis Board (WSLCB) application to provide the ability to sell wine by the bottle has been forfeited and withdrawn. This was mainly due to a "specialty license" that WSLCB required RTC to have in order to provide the ability to resell Walla Walla College Cellars labeled RTC Red wine.

Preliminary efforts to create a final proposal for a DES funded main kitchen utility wall is underway. This major 3-week proposal will close all main kitchen operations summer 2019. This needed upgrade will enable all the kitchen equipment to be moved for better cleaning and efficient operations.

With the recent resignation of our long standing cook, Tom Benn created a cascade of selection processes that resulted with Vincent Garcia (current employee & student alumni) moving to the f/t cook position and Karla Mattox applying and selected for Vincent's vacant position.

Renton School District Adult Transition Program expressed interest in expanding their partnership with RTC with providing students to complete tasks such as wiping tables in cafeteria, cleaning windows/doors. They also expressed interest in expanding assigned tasks that include office skills of filing, storing and sorting. These additional areas in PrintShop, catering office and ASG are being explored.

The rental computer lab in N-204 has successfully been completed. This room has 24 computers setup for outside organizations as a rental option that does not impact student learning areas. An agreement with MicroTek a third party contractor for Boeing is very interested in long-term rental agreements to offer Tableau classes in this area.

### Bookstore

RTC is finalizing contract negotiations with Follett. We submitted a letter of intent to Follett and they are now going through the bookstore and identifying inventory that they would like to keep. They are also working on setting up their systems. RTC has been moving out all business records from the bookstore to a temporary storage location and will have a clearance sale for inventory that Follett does not want. The target date for the transition is November 19, 2018.



AFT	Effective Date	Position	Department
- Hires			
Karla Mattox	10/29/2018	Cook- Instructional year	Food Services
-Separations			
None			
-Retired			
None			
WFSE	Effective Date	Position	Department
- Hires			
None			
-Separations			
None			
-Retired None			
Prof Tech	Effective Date	Position	Department
- Hires			<u>pepartment</u>
Lulani Tomaszewski	10/30/2018	Testing Center Manager	Student Services
Kawika Waiamau-Ariota	10/24/2018	Purchasing Agent	Business Office
-Separations			
Juanita Hudson	10/30/2018	Enrollment Services Generalist	Student Services
Sophia Giakoumatos	10/21/2018	Enrollment Services Specialist	Student Services
-Retired			
None			
Exempt / Administrative	Effective Date	Position	Department
- Hires	10/00/0010		246.2
Sophia Giakoumatos	10/22/2018	BAS Program Coordinator	BAS Program
-Separations			
Marta Burnet	10/1/2018	Director of Grants	Administration
Daniela Cawthorn	10/5/2018	Clinical Placement Coordinator	Allied Health
-Retired			
None	Effective Date	Desition	Demonstration
RFT - Hires	Effective Date	Position	Department
Sophia Oh	10/10/2018	Adjunct Faculty	College & Career Pathways
Tracisue Papineau	10/1/2018	Adjunct Faculty	Allied Health / Nursing
·	10/1/2010		
-Separations			
None			
-Retired			
None			

The following personnel actions occurred during October 2018 and are presented for the Board of Trustees' information.

	Monthly Total Hires	% of Diverse Hires YTD
Full time	4	56%
Part time	2	0%



College Technology Services - Information Technology Report Renton Technical College Board of Trustees November 14, 2018

The Office of College Technology Services continues to provide secure, reliable, integrated and costeffective technology solutions as we maintain and update our technology across campus. We are continually introducing new technologies and are creating standards and policies that are necessary to our success. We continue to build stronger relationships with all divisions and programs and are ensuring that each program and/or department is taking advantage of all of the services that we provide.

### INFRASTRUCTURE PROJECTS IN PROGRESS AND COMPLETED

- Security Access Control System Wireless Locks Installed and Functional
- Network Wiring for Burnett Location Complete

#### TECHNOLOGIES IMPLEMENTED AND COMPLETED PROJECTS

• Phase I – Security – Access Control Project – Card Readers – Badging system and infrastructure

#### **COST SAVINGS INITIATIVES IN PROGRESS**

- Papercut- Next steps Library Utilization Replacing EnvisionWare
- Printer Consolidation reducing the number of printers on campus Ongoing

#### **PROJECTS IN PROCESS**

- Adobe eSign In Progress Travel Documents, Purchasing Dcouments
- New Badging System Testing in Progress
- Microsoft Office 2016 Installation across campus In progress 90% complete
- Downtown Burnett Location New Circuit to be activated in Mid-November Lab set up and configuration
- Winter System Replacement Cycle Obtaining Quote
- Replacement of Guest Wireless Internet Service Provider Equipment Arriving Circuits being installed
- Intranet/SharePoint Site Working on Structure Re-design and data migration in Progress
- Cafeteria Speaker Upgrade New Quote Scheduled for Fall guarter Waiting on Budget Approval
- Campus Hardware/Software and security standards Ongoing
- PCI/FERPA/HIPAA Compliance Ongoing
- Network cabling upgrades Ongoing
- Develop an IT webpage for the RTC website In progress
- SKYPE for Business Instant Messaging Developing a plan for roll-out
- VDI Virtual Desktop cost reduction Project plan development
- File Server File Structure Rebuild Planning in progress
- ctcLink Statewide Enterprise Resource Planning (ERP) Remediation in Progress Workflow Workshops continue – Project Timeline Extended to 2021
- IP Sub-netting Changing IP scheme to align with SBCTC assigned IP addresses In Progress
- Website Phase III Drupal Platform testing on the Development system
- Administrative Domain Remediation

- NUAF New User Authorization Form Redesigning new form Add Change Terminate (ACT) form
- Single Sign on CANVAS Active Directory Integration Developing Communication Plan
- Upgrade IT internal systems Service Desk Testing
- Server Room Hardware Consolidation
- AIM Disability Resources Tracking System Replacement
- Accessibility Document Remediation and Education

### UPCOMING PROJECTS

- IT Written Policies
- Develop a catalog of services and Service Level Agreements
- Backup Infrastructure Policy, Procedure, Offsite Backups
- Domain functional level upgrade 2012
- Disk Encryption Laptops/Workstations
- Projector Replacements ON HOLD Pending funding
- Wireless upgrades and remediation Improve Coverage ON HOLD Pending funding
- TV and Other Rental Equipment Upgrades ON HOLD Pending funding
- RFID (Radio Frequency Identification) ON HOLD Pending funding
- Digital Signage Phase III Offsite Locations ON HOLD Pending Funding
- Auditorium Upgrades ON HOLD Pending funding
- Classroom Technology Standardization ON HOLD Pending funding



Communications and Marketing and Institutional Research Renton Technical College Board of Trustees November 14, 2018

### **Public Information Commission**

RTC hosted the Public Information Commission fall meeting in late October. More than 30 PIOs and communications staff members from community and technical colleges participated and enjoyed learning more about RTC. Highlights of the meeting were a tour of our Band Instrument and Mechatronics programs and a tabletop active shooting drill that included representatives from the Renton Police Department.

### Advertising

Our recent advertising campaigns have exceeded expectations. In the past month, our campaigns generated:

- More than 6,000 visits to our website
- Nearly 18,000 opened emails an open rate more than 5 times the national average.
- 48 form submissions and more than 300 calls.

#### Press

• <u>KING 5 ran a lengthy story</u> about RTC's Custodial program at the King County Jail.

(https://www.king5.com/article/features/inmates-work-toward-a-cleaner-future-withunique-custodial-class/281-

610718260?fbclid=IwAR1QryuhokxGGnYh1RvhpnZelamLYI61kKECNdZPTjDdjI7u FA5nWdN b3A)

• The Road Map Project <u>posted an op-ed</u> cosigned by President McCarthy.

(https://roadmapproject.org/the-promise-of-our-community-and-technical-colleges/)

### **Social Media Highlights**

Our social media engagement audiences and engagement continue to grow as we focus on the quality and share-ability of posts. Key stats from October on all our channels:

- Facebook posts generating reach of more than 1K: KING 5 story, Mariachi band at RTC, King County Council meeting.
- Twitter: Impressions rose 42.8 percent
- FB ads had more than 100,000 impressions and 781 clicks.



Communications and Marketing and Institutional Research Renton Technical College Board of Trustees November 14, 2018

### Institutional Research

- The Institutional Research (IR) office completed and submitted the Institutional Characteristics Survey for IPEDS before the deadline. This survey includes information about RTC programs, tuition, and student services. Results are used by College Navigator, and other external websites that provide information to potential students.
- The Institutional Research office has supported Learning Assessment Committee and faculty to track program learning outcomes to course outcomes and to align program learning outcomes with college learning outcomes, which are essential for improving teaching and learning at the College and meeting the accreditation standards of the Northwest Commission on Colleges and Universities (NWCCU). During the faculty mandatory meeting day on November 6, 2018, IR also participated in the preparation and presentation of learning outcomes assessment to share the plan and progress of learning outcomes assessment at the College.



Instruction Report Renton Technical College Board of Trustees November 14, 2018

### **Bachelor of Applied Science Programs**

**BAS in Application Development** 

- Admitted a full cohort (24 students) for Fall 2018. This is the first time that we have had enough interest to begin a waitlist!
- All 24 students admitted to the Fall 2018 cohort accepted their admission and are currently enrolled.
- The Fall 2017 cohort currently has 15 students enrolled (capacity 24), who began their 400level (senior level) courses this fall. All 15 are continuing through even after the summer break, giving us a 100% retention rate from spring quarter!
- Recently signed articulation agreements with Pacific Lutheran University and City University to allow our BAS students into their various IT and Business-related master's degrees.
- Recently signed an agreement with the Renton School District, allowing over a quarter's worth of dual credit for high school students coming into our Computer Science program.

### BAS in Computer Network Architecture

- Dr. Zachary "Zak" Rubin and Stefanie McIrvin just returned from a trip to Washington, DC, where they attended and presented at the National Science Foundation (NSF) Advanced Technological Education (ATE) annual conference. They presented best practices and lessons learned from our NSF grant, which was used to develop our BAS in Computer Network Architecture. They made great connections with NSF program managers while there, who have already followed up with them to inquire about applying for an even larger grant.
- Dr. Rubin and Stefanie are also scheduled to present at the annual Washington State Applied Baccalaureate conference in November in Spokane, WA. Again, they will be presenting about lessons learned from our grant as well as how to develop a strong BAS proposal.
- Although our next entry point for the program is not until Spring 2019, 10 students have already been accepted into the program. Based on early interest, confident that our max capacity of 22 will be met and/or exceeded.

In Support of Both Programs

- Sophia Giakoumatoshas been hired as our new BAS Program Coordinator. Sophia comes from our own Enrollment Services department and is already making a positive impact on our programs.
- Stefanie McIrvin recently developed and implemented a brand new BAS online application system, built using Qualtrics and with a lot of help from our Institutional Research staff. The application system is fully functional and accepting applications on a rolling basis throughout the year.

### College & Career Pathways

- College & Career Pathways welcomed two new full-time tenure track English Language Acquisition (ELA) faculty in fall quarter, Nizar Ali, who has worked at RTC as an adjunct faculty for many years, and Raquel Poteet, who has relocated to the area from Klamath Falls, Oregon. We are excited to welcome both of them to the department!
- We are eager to resume off-campus programming in downtown Renton in winter 2019. We are in the process of relocating to our new site at 232 Burnett Avenue South, RTC Downtown Center, which will house two classrooms, faculty offices, shared office space, and a conference room. The College is exploring opportunities for partnership at the new location. Other possible uses for the space include additional college classes, corporate training, community gatherings or event rental. A press release will go out soon and a ribbon cutting/open/open house will be planned for the spring.
- RTC CCP faculty member, Alma Meza, and staff member, Samantha Nelson, have launched a monthly Providers/Resources Meeting, which always meets on the 3rd Wednesday of the month. The purpose of this meeting is to share information, increase our knowledge around resources, and increase collaboration between RTC and our community partners.
- The SBCTC published a recent report on HS21+ outcomes. In the report, RTC is highlighted as the college with the largest number of overall completions, representing 1/5 of the state, as well as 1/3 of Hispanic high school completers. Here is the link to the complete report https://www.sbctc.edu/resources/documents/colleges-staff/commissions-councils/cbs/2018-october/hs-21-outcomes-report.pdf.
- On Saturday, October 27, RTC hosted the Washington Association for the Education of Speakers of Other Languages (WAESOL) annual conference. It was a highly successful convening, with about 300 practitioners in attendance, including about 20 RTC faculty, two of whom were also conference presenters, Sarah Zugschwerdt and Nizar Ali. Nizar Ali is also a WAESOL board member and was instrumental in bringing the conference to RTC.



RTC Foundation Report Renton Technical College Board of Trustees November 14, 2018

### Scholarships

Winter 2019 cycle wrapped up on Oct. 26<sup>th</sup> and the Scholarship Committee meets Nov. 19<sup>th</sup> to make the awards. There are 144 applicants – up 15% over fall quarter. Teresa and Carrie conducted a record number of workshops (25) in classrooms and the Learning Resource & Career Center.

The following organizations have been in contact and/or are discussing the creation of new scholarships/grants through the Foundation:

Jon Mill – Music & Arts	Mercer Island Rotary	Harper Engineering	PointB Consulting
Kent Rotary	Renton Kiwanis	NW GTO Legends	

#### Events

### Norma Cugini Celebrity Chef Dinner Nov. 15th with Chef Tom Douglas

The event is sold out! We exceeded our auction goal and procured 25 items and experiences. Over a third of the guests are "new" donors – a top goal for this event. Chef Tom Douglas asked to come the day before to have extra time to work with the students – very exciting!

#### Industry Appreciation Dinner Oct. 9th

The Foundation was a sponsor for this dinner which honors members of Advisory Committees who provide valuable feedback and support for RTC programs. Foundation Board members Stan Kawamoto and Fernando Del Valle were in attendance to network with industry representatives. Fernando is a valuable member of the Major Appliances and Refrigeration Technology advisory committee.

### Kent Youth & Families Services Gala Oct. 20th

The RTC Foundation was a community sponsor for the event. About one-third of RTC students come from Kent and the Kent school district, so raising the College's profile in Kent is important. KYFS works closely with the school district and the RTC outreach team has already done joint events.

#### Development

The Foundation applied and was approved for 50 booklets of 20 Metro 1 Zone Peak Tickets to use by the end of Dec. 2018 (1000 total tickets). Face value of the tickets is \$2,750, Foundation paid only \$275. Book & Equipment Grant – 18 students have applied and currently have been approved (one is pending info from their instructor). Emergency Grants – 98 applications processed - 91 approved. We have 6 United Way application currently on hold waiting for the United Way funding.

### **Government Affairs**

Chamber coalition sponsors and the City of Kent received the compilation of feedback from the Aug. 28<sup>th</sup> Business and Higher Education Roundtable. General themes include; more on-the-job training, removing barriers for students, career planning and ample funding for colleges.

### South Sound Chamber of Commerce Coalition Legislative Breakfast – Dec. 11th

Dr. Kevin McCarthy has been invited to speak on a panel regarding higher education funding and training issues. He will be joined by Drs. John Mosby of Highline and Suzanne Johnson of Green River College. The invitation was a result of the August Roundtable.



Student Services Report Renton Technical College Board of Trustees November 14<sup>th</sup>, 2018

### EDUCATIONAL SUPPORT SERVICES

We are pleased to have welcomed a new Manager of Testing Services, LuLani Tomaszewski. LuLani will lead the department though an assessment of its services, policies, and procedures all with the aim of continuing to promote a welcoming and supportive environment for a service that can be anxiety causing for testers. The entire unit will be convening to engage in broader conversation on enhanced services delivery and traffic flow through the space to create a better experience for students.

#### **ENROLLMENT & ENROLLMENT SERVICES**

Winter enrollment has begun, and it is early to see how FTE is trending, though we suspect it will align to projections of a decrease. The Enrollment Services department is undergoing some reorganization with recent shifts in staffing. This reorganization will include aligning to the identified meta-majors though the College's guided pathways efforts.

#### **FINANCIAL AID**

Office staff have participated in training on Ability to Benefit (which allows students without a diploma or GED to access federal aid under certain criteria), so that we can reassess how students might access this opportunity. Our Opportunity Grant retention rate is 4<sup>th</sup> in the state, at over 97%.

### **CAMPUS SECURITY**

Campus Security is actively evaluating and updating Jeanne Clery Act compliance items, including policies and procedures. The department will also convene a compliance committee, which will meet regularly. The access control project is essentially finished. The component left outstanding is that the department is waiting for a badging station to be set up to start issuing access cards.

### STUDENT SUCCESS SERVICES

Student Success Services is beginning phase II of the AccuTrack log-in System, which will allow for advisors and counselors to log student out at the end of their appointment. This will provide enhanced data for the department. Our workforce faculty counselors participated in a successful BFET/WorkFirst monitoring visit. Veterans Services has been very busy fall quarter with over 150 active student veterans utilizing resources. Staff have participate in a variety of professional development opportunities over fall quarter and the academic year. Examples include Chelsea Paulsen attending the association of international educators conference in support of our international students, Marsha Dubak participating in the Social Justice Leadership Institute (SJLI), Anthony Covington in Administrators of Color Leadership Program (for which Angel Reyna plays a lead role in organizing and facilitating), and Aaron Reader being recently selected by NASPA to participate in their Institute for Aspiring VPSA's. Six team members attended the Faculty and Staff of Color Conference.

### **STUDENT PROGRAMS & ENGAGEMENT – See Student Leadership Report**

**Renton Technical College** Board of Trustees Meeting November 14, 2018

AGENDA ITEM: 4. ACTION ITEMS

SUBJECT:

BOARD CONSIDERATION

Information

Х Action

#### **BACKGROUND:**

Α. **Renton Federation of Teachers Contract Renewal** 

Executive Director Hogan will provide an executive summary of the newly ratified RFT contract.

### **RECOMMENDATION:**

None.



RENTON TECHNICAL COLLEGE®

and



Renton Federation of Teachers Local 3914, AFT Washington/AFL-CIO

July 1, 2015-2018 - June 30, 20182021

TABLE OF CONTENTS				
TABLE OF CON	TENTS	11		
PREAMBLE		1		
ARTICLE 1 REC	OGNITION	1		
SECTION 1	Exclusive Recognition	1		
SECTION 2	Exclusions	1		
ARTICLE 2 DEF	INITIONS	1		
ARTICLE 3 TER	MS AND CONDITIONS OF CONTRACT	2		
SECTION 1	LENGTH OF CONTRACT	2		
SECTION 2	REOPENING THE CONTRACT	2		
SECTION 3	Renewal of Contract	2		
SECTION 4	CONFORMITY TO LAW	2		
SECTION 5	DISTRIBUTION OF CONTRACT	2		
SECTION 6	Labor-Management Committee	3		
SECTION 7	POLICIES AND PROCEDURES	3		
ARTICLE 4 EM	PLOYER MANAGEMENT RIGHTS	3		
SECTION 1	AUTHORITY TO ACT			
SECTION 2	LIMITATION ON AUTHORITY TO ACT			
ARTICLE 5 UN	ION RIGHTS	4		
SECTION 1	PAYROLL DEDUCTIONS AND REPRESENTATION FEE	4		
SECTION 2	OTHER DEDUCTIONS	4		
SECTION 3	Use of College Facilities by the Union and Representatives	5		
SECTION 4	Bulletin Boards			
SECTION 5	- AILINGS			
SECTION 6	Exchange of Information			
SECTION 7	Release Time (Union President or Designee(s))			
	PLOYEE'S RIGHTS AND RESPONSIBILITIES			
SECTION 1				
SECTION 2	AFFIRMATIVE ACTION			
SECTION 2	Personnel Records.			
SECTION 5	CitizenshipPolitical Activity			
	Academic Freedom and Controversial Issues			
SECTION 5	ACADEMIC PREEDOM AND CONTROVERSIAL ISSUES			
SECTION 6				
SECTION 7	RIGHTS REGARDING DISCIPLINE AND DISMISSAL			
SECTION 8	Раумент			
SECTION 9	RESPONSIBILITIES OF EMPLOYEES			
SECTION 10	Work Day/Week			
SECTION 11	STAFF FACILITIES			
SECTION 12	USE OF PERSONAL VEHICLE			
SECTION 13	HOLD HARMLESS			
SECTION 14	INDIVIDUAL EMPLOYEE CONTRACTS			
SECTION 15	Employee Involvement			
SECTION 15	TENURE			
SECTION 16	SAFETY AND HEALTH			
SECTION 17	SECURITY CAMERAS	28		

<del>2015</del>2018-20182021

I

ii

ARTICLE 7 LEA	NVES	29
SECTION 1	DEFINITION	29
SECTION 2	Conditions	29
SECTION 3	SALARY DEDUCTIONS	
SECTION 4	SICK LEAVE	
SECTION 5	Work Related Illness or Injury Leave	
SECTION 6	FAMILY AND MEDICAL LEAVE	
SECTION 7	LEAVES FOR ILLNESS OF LONG DURATION	
SECTION 8	BEREAVEMENT LEAVE	
SECTION 9	Emergency and Hardship Leave	
SECTION 10	Personal Convenience Leave	35
SECTION 11	MILITARY RESERVE/NATIONAL GUARD ACTIVE TRAINING DUTY	
SECTION 12	CIVIL DUTY	
SECTION 13	PROFESSIONAL EXPERIENCE LEAVE	
SECTION 14	UNIFORMED SERVICE SHARED LEAVE POOL	
SECTION 15	Domestic Violence Leave	
SECTION 16	FAITH OR CONSCIENCE HOLIDAYS	37
ARTICLE 8 PRO	OFESSIONAL DEVELOPMENT AND EVALUATION	
SECTION 1	PROFESSIONAL DEVELOPMENT	
SECTION 2	Evaluation - Overview	
SECTION 3	CRITERIA FOR EVALUATION	
SECTION 4	IMPLEMENTATION	
SECTION 5	FACULTY EVALUATION OF IMMEDIATE SUPERVISOR	
SECTION 6	DISPUTES	
SECTION 7	PERFORMANCE IMPROVEMENT PLANS	
ARTICLE 9 PRO	DFESSIONAL TECHNICAL CERTIFICATION	
ARTICLE 10 IN	ISTRUCTION	40
SECTION 1	Classroom Management	40
SECTION 2	GRADING PRACTICES	40
SECTION 3	Instructional Aides	40
SECTION 4	CLASS SIZE	
SECTION 5	STUDENT TESTING	41
SECTION 6	FERPA	<u></u> 41
	SSIGNMENTS AND REASSIGNMENTS	41
SECTION 1	Assignments	
SECTION 1	REASSIGNMENTS	
SECTION 2	COMPENSATION FOR CANCELED CLASSES	
	RIEVANCE PROCEDURES	
SECTION 1	PURPOSE	
SECTION 2	GENERAL PROVISIONS	42

SECTION 3	GRIEVANCE STEPS	44
	ROFESSIONAL COMPENSATION	47
SECTION 1	BASIC SALARIES (FULL-TIME EMPLOYEES)	47
SECTION 2	ADJUNCT EMPLOYEES	50
SECTION 3	BASIC SALARIES - ADJUNCT EMPLOYEES	50
<del>2015<u>2018</u>-201</del>	-8 <u>2021</u> iii	

l

SECTION 4	HEALTH AND WELFARE BENEFITS	51
SECTION 5	Early Retirement Notification	52
SECTION 6	COMPENSATION IMPROVEMENT	53
SECTION 7	SALARY OVERPAYMENT RECOVERY	<u></u> 53
SECTION 8	SALARY CORRECTION	<u></u> 53
SECTION 9	Additional Compensation	<u></u> 53
SECTION 10	SUBSTITUTIONS	<u></u> 53
ARTICLE 14 RE	EDUCTION IN WORK FORCE	54
SECTION 1	REDUCTION IN WORK FORCE DEFINED	54
SECTION 2	NOTIFICATION	54
SECTION 3	Procedure	54
SECTION 4	RIGHT TO APPEAL	55
SECTION 5	SUFFICIENT CAUSE	55
SECTION 6	IMPLEMENTATION	55
SECTION 7	RETURN FROM LAY-OFF	56
RTICLE 15 NO	D STRIKE PLEDGE	56
RTICLE 16 M	AINTENANCE OF STANDARDS	56
RTICLE 17 CO	DNCLUSION	57
APPENDIX A		58
SECTION 1		58
SECTION 2		60
SECTION 3		61
PPENDIX B II	NSTRUCTIONAL CALENDAR 2016-17	62
PPENDIX C R	ENTON TECHNICAL COLLEGE INCENTIVE PROGRAM	66
PPENDIX D L	IST OF PROGRAMS	68
	VISMISSAL	70
SECTION 1	EMPLOYEE CATEGORIES COVERED	70
SECTION 2	Sufficient Cause for Dismissal of an Employee	70
SECTION 3	Composition of the Dismissal Review Committee	70
SECTION 4	Preliminary Proceedings	71
SECTION 5	FORMAL PROCEDURES RELATING TO DISMISSAL OF AN EMPLOYEE	71
SECTION 6	PROCEDURAL RIGHTS	71
SECTION 7	CONDUCT OF FORMAL HEARING	72
SECTION 8	SUSPENSION	73
SECTION 9	Publicity	74
SECTION 10	Тіме Limits	74
IEMORANDU	M OF UNDERSTANDING	75
VEMORANDU	M OF UNDERSTANDING	77
MEMORANDU	M OF UNDERSTANDING	78
/IEMORANDU	IM OF UNDERSTANDING	79
IGNATURE PA	\GE	81
2015 <u>2018</u> -201	8 <u>2021</u> iv	

<del>2015</del>2018-20182021

I

ii

#### PREAMBLE

This collective bargaining contract constitutes an agreement by and between the Board of Trustees of Renton Technical College (hereinafter the "College") and the faculty employees represented by the Renton Federation of Teachers (hereinafter the "Union") and in accordance with Chapter 28B.50 and 28B.52 RCW.

#### ARTICLE 1

#### RECOGNITION

#### Section 1 Exclusive Recognition

The College recognizes the Union as the sole and exclusive bargaining representative of all full-time and adjunct faculty, regardless of teaching percentage, of the College.

#### Section 2 Exclusions

Excluded from the bargaining unit are the president, administrative officers, confidential, supervisory and non-supervisory educational employees, classified employees and non-credit teaching employees of the College program.

#### ARTICLE 2

#### DEFINITIONS

- 1. "Union" means Renton Federation of Teachers, Local 39I4, AFT Washington/AFT/AFL-CIO.
- 2. "Board" means the Board of Trustees of the Renton Technical College.
- "Employee(s)" shall mean any faculty employee(s) at Renton Technical College, excluding administrative, confidential and supervisory educational employees and non-supervisory educational employees employed in the College program and non-faculty employees.
   "Employee" is further defined as either "Full-time" or "Adjunct" as noted in ARTICLE 6, Sections 9. B. and C.
- 4. "Contract" means this contract between the Board and the Union.
- 5. "Day" means the scheduled work days of the employee (M-F).
- 6. "College" means the Renton Technical College.
- 7. "Employee Contract," "Individual Contract," "Employment Contract" means the individual contract signed between an individual employee and the College.
- "Extra Days" means days assigned for work in excess of the number of days negotiated for the basic instructor contract.
- 9. "Faculty Member" means any certificated employee of the College hired to either teach or provide counseling services or professional librarianship. (Also known as, "employee").
- 10. "PERC" is the Public Employment Relations Commission.
- 11. "College President" shall mean the chief administrative officer of the College or his/hertheir designee.

1

12. "Union President" shall mean the president of the Renton Federation of Teachers, Local 3914 or his/hertheir designee.

<del>2015-2018</del>2018-2021

#### ARTICLE 2 (continued)

- 13. "Program" refers to a full-time preparatory program and instructional professional service as listed in Appendix D.
- 14. "Skill Standards" means the *Skill Standards for Professional-Technical College Instructors and Customized Trainers*, (Olympia, WA: Washington State Board for Community and Technical Colleges, 2000) as it now exists or is hereafter revised.
- 15. "Domestic Partner" shall be defined by the Washington State Health Care Authority of the Public Employees Benefits Board as it now exists or is hereafter revised.

#### ARTICLE 3

#### TERMS AND CONDITIONS OF CONTRACT

#### Section 1 Length of Contract

This contract and the provisions contained therein shall remain in effect from the date of ratification by the Union and the College until June 30, 20182021, unless provided for otherwise in the contract and constitute the entire agreement between the parties, concluding collective bargaining for its term.

#### Section 2 Reopening the Contract

- A. Both parties agree to review this contract annually. Specific section(s) of this contract may be reopened during its effective term by mutual consent.
- B. All contract modifications will be in conformance with the state legislative actions and the attending WACs and if found not in conformance by government regulatory agencies or a court of law the provisions in question shall be deemed invalid and proper modifications and necessary adjustments shall be made to bring the College into conformance. Also, collective bargaining may be initiated at the request of either party to reflect the adjustments that have been necessary to bring the College into compliance with the law.
- C. If during the duration of this contract, the state legislature and the State Board for Community and Technical Colleges authorize the use of local funds for compensation improvement, the <u>The</u> College agrees to reopen Article 42<u>13</u>, Professional Compensation, within thirty (30) days of such authorization.annually to review faculty salary (adjunct and full time).

#### Section 3 Renewal of Contract

For purposes of renewing this contract upon its termination, the Union will submit to the College its proposals for a successor contract, in a timely manner.

#### Section 4 Conformity to Law

This contract shall be governed and construed according to the constitution and laws of the United States and the State of Washington. If any provisions of the contract shall be found contrary to the law, such provisions or their application shall have effect only to the extent permitted by law and all other provisions or application of this contract shall continue in full force.

#### Section 5 Distribution of Contract

The College will provide an electronic link with the following information to all new employees within ten days of employment:

 1. The current RTF\_RFT\_contract.

 2015-20182018-2021
 2

#### ARTICLE 3, Section 5 (continued)

- 2. A one-page information sheet with information about the RTC, prepared by the Union and approved by the administration.
- 3. A dues deduction form, prepared by the Union and approved by the Administration.

The College will also provide an electronic link of newly ratified contracts to all employees within ten days after the contract has been signed.

#### Section 6 Labor-Management Committee

The College and the Union support the goal of a constructive and cooperative relationship. To promote and foster such a relationship and ongoing communication, the College and the Union agree to establish a joint Labor-Management Committee.

A. <u>Purpose</u>. The purpose of the Labor-Management Committee will be to review administration of the contract, changes to applicable law, legislative updates, resolve workplace concerns and/or organizational change. The committee is not to be used as a substitute for the existing grievance procedure and shall not be used to renegotiate provisions of this Agreement.

The committee will not discuss concerns which have not been addressed through established lines of authority. Such matters will be referred to the proper administrator or governance council for action.

- B. <u>Membership</u>. The Labor-Management Committee will consist of three union representatives appointed by the union and three management representatives appointed by management. The committee may invite other members of the campus community to participate as needed.
- C. <u>Meetings</u>. The Labor-Management Committee will meet once each quarter or as needed. The committee will elect a chair at its fall quarter meeting. Agenda items will be submitted to the Committee chair.
- D. <u>Communication</u>. Written documentation of the Labor-Management Committee meetings shall include identification of each topic that is discussed and any decisions or recommendations that were made regarding them. Contents of this written documentation will be approved by the committee membership and shared with union membership and management as appropriate.

#### Section 7 Policies and Procedures

Policies and procedures that are established that have instructional impact or impact the College as a whole will be provided to the Union for its information, or to satisfy a collective bargaining obligation (not approval), ten (10) days prior to implementation. EXCEPTIONS to this provision would be emergency situations which require immediate procedural action as well as legally mandated procedural action.

#### ARTICLE 4

#### EMPLOYER MANAGEMENT RIGHTS

Section 1 Authority to Act

The Union recognizes that the Board and College President and their designees reserve and retain all powers, full rights, authority and discretion to direct, supervise and manage the programs and employees of the College and to discharge their duties, responsibilities and requirements conferred upon and vested in them by law.

2015-20182018-2021

3

#### ARTICLE 4 (continued)

#### Section 2 Limitation on Authority to Act

The exercise of the legally authorized rights, authorities, duties and responsibilities of the Board and the

College President and their designees and the adoption of policies under relevant or applicable statutes shall be limited only by specific and expressed terms of this contract.

#### ARTICLE 5

#### UNION RIGHTS

#### Section 1 Payroll Deductions and Representation Fee

A. Union Membership Deductions

Upon receipt of an employee Automatic Payroll Authorization form from an employee the Union, the College will make the appropriate payroll deductions as certified by the president of the Union and transmit the monthly dues to the Union. For aAny change in the rate of membership dues/representation fee to employee payroll deductions, the Union will so give will require at least thirty (30) calendar days written notice to Payroll and to Human Resources. The Union agrees to indemnify the College for any unauthorized dues deduction made by the College that was certified by the Union.

#### B. <u>Representation Fee Deduction</u>

In the event that any employee fails to sign and deliver an Automatic Payroll Authorization formduring the first thirty (30) days of employment, the College agrees to deduct from the salary of such employee a representation fee and transmit it to the Union in the same fashion asmembership deductions. The representation fee will not exceed the amount equal to the membership dues.

#### C. <u>Religious Exemption</u>

An employee who asserts a right of non-association based on bona-fide religious tenets orteachings of the church or religious body of which such employee is a member shall pay to anonreligious charity an amount of money equivalent to the required dues. The charity shall beagreed upon by the employee and the Union. The employee shall furnish written proof that suchpayments have been made. If the employee and the Union do not reach agreement on suchmatter, the Public Employee Relations Commission shall designate the charitable organization as provided in RCW 28B-52.045.

#### Section 2 Other Deductions

- A. The College shall continue the current plans, which includes plans offered by the Health Care Authority, payroll savings for approved credit unions, or the Washington State Combined Fund and make the state's deferred compensation programs available to employees for the purchase of tax-sheltered annuities. The College will provide application forms to participate, deduct the amount from the employee's salary, and make appropriate remittance for the tax-sheltered annuity purchased.
- B. The College shall, upon receipt of written authorization from an employee, deduct from the employee's salary and make appropriate remittance for Committee on Political Education (COPE) fund contributions.

2015-20182018-2021

4

ARTICLE 5 (continued)

#### Section 3 Use of College Facilities by the Union and Representatives

The College agrees that the Union may place filing cabinets and a computer desk in the College staff lounge.

The College agrees to allow the Union and its representatives use of and access to the College buildings and/or employees (without rent or other fiscal obligations in terms of building use) subject to the following conditions:

- A. Such building use does not include the free use of equipment and supplies, or abnormal custodial costs.
- B. Such use or access does not interfere with previously scheduled staff activities or other assigned duties of employees.
- C. Union activities or representatives' access and employee contact do not interfere with the College, building, or classroom educational program.
- D. Building use for meetings is properly scheduled with the appropriate supervisory personnel.
- E. Union Executive Board, committee, or membership meetings will not be held during employee's contracted work hours.
- F. Union representative(s) contacting employees identify themselves to Human Resources or the President's office upon arrival.
- G. The College President or designee may approve the granting of a special deviation from any or a combination of any of the above conditions.

#### Section 4 Bulletin Boards

The Union shall have the exclusive right to post notices of activities and matters of Union concern on designated areas of bulletin boards to be provided in the staff lounge. Copies of all materials posted shall be sent to the President of the College. The Union further agrees that every attempt will be made by the Union and representatives to assure that such materials posted will be responsible, professional and reflect general standards of good taste.

#### Section 5 Mailings

The Union shall have the right to use the College's employee mailboxes, physical or electronic, for the distribution of its communications.

Copies of any Union mailing using the College employee mailboxes shall first be sent to the President of the College. The Union agrees to make every attempt to assure that Union communication materials that are placed in employee mailboxes will be responsible and will reflect general standards of good taste. If the President of the College has a serious question as to the responsibility and general standards of good taste of such mailings as submitted, <u>he/shethey</u> will endeavor to mutually resolve such questions. Pending <u>resolutionresolution</u>, the mailing in question will be returned to the Union by the College.

#### Section 6 Exchange of Information

A. The College will furnish to the Union, upon request, any and all information it normally prepares regarding the College's operation(s) and which is established as necessary for the Union in carrying out its responsibilities. Such information shall be delivered as expeditiously as possible.

2015-20182018-2021

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The College agrees to furnish the Union with information which may be necessary for the Union to process grievance(s) on behalf of employee(s).

- B. The College shall provide the Union, by the 15<sup>th</sup> of the second month of each quarteruponreasonable request, the normally prepared monthly updated list of employees employed the previous month, their assignments including department, rate of pay, and credits contracted.
- C. There shall be distributed, in a timely manner, to the Union copies of the Board agenda that will include approved minutes and other appropriate data prior to each meeting of the Board.
- D. A Union representative shall have the opportunity to attend all open meetings. The Union shall be allowed to enter any items on any agenda consistent with the procedures of the Board and shall be allowed to speak on any question on any agenda.
- E. The College will provide the Union representative an opportunity to meet with new full-time faculty for thirty (30) minutes within the first month of employment, and guarterly for new adjunct faculty for new employee orientation.

#### Section 7 Release Time (Union President or Designee(s))

Release time will be available in accordance with the following provisions:

- A. Time to handle grievances should a situation develop during class time which needs immediate attention will be granted when properly requested and appropriate class coverage can be arranged by the employee(s) involved.
- B. In recognition of the need for the Union President and/or the Vice President of the local to have time during the regular business hours to perform duties associated with these offices, the College shall consider the following leave options to be granted to the Union President and/or the Vice President: up to one-half (½) day per week, or three (3) hours per week, or a total for the Union President and the Vice President of eighteen (18) days per school year, to attend to these duties. The granting of one of the options by the College will be based on its determination that the Union President's work schedule can be adjusted and that adequate provisions can be made to ensure the continuation of quality instruction.

The Union agrees to reimburse the College at a rate equal to the prorated portion of the actual salary of the Union President.

- C. If the Union President or designee(s) have a specific official written request from a Washington state legislative committee and/or a governmental agency to give information to a committee meeting of the legislature, they will be granted release time or one (1) day only. The request for such release time will be submitted to Human Resources for approval and will include a copy of the official written request from the legislative committee or governmental agency. In the event the scheduled committee meeting or hearing, which is involved in the request, is postponed or extended, upon written request, an additional day(s) release time may be approved.
- D. Renton Technical College allotted official delegates will be released to attend the AFT National Convention/Conferences without loss of pay. The College will grant up to a maximum of ten (10) days or eighty (80) hours of release time to attend this convention or training session. For such release time, where a substitute is provided, the Union will reimburse the College for the substitute pay. No travel reimbursement will be provided for employees involved in travel on Union business.

# ARTICLE 6

# EMPLOYEE'S RIGHTS AND RESPONSIBILITIES

#### Section 1 Non-Discrimination

Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination by the College or the Union with respect to the employment of any person because of such person's age, gender identity i marital status i race i creed i color i national origin i religion i sexual orientation i ARTICLE 6, Section 2 (continued)

genetic information, pregnancy, domicile, political -affiliation, activity or lack thereof, honorably discharged veteran or military status,; or the presence or perception of presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

#### Section 2 Affirmative Action

The Union and College recognize the requirements of the Civil Rights Act of 1964 and the College has an Affirmative Action program which meets those requirements. The College and Union mutually agree to support the Affirmative Action program.

#### Section 3 Personnel Records

Official Personnel File Only one (1) official personnel file for each employee or former employee shall be maintained by the College, and that file shall be located in Human Resources. The official personnel file shall contain relevant information including but not limited to original employee application, transcripts, letters of recommendation, recognition, and discipline, and official evaluation reports.

Faculty members shall have the right to review material in their official personnel file in the presence of a member of Human Resources during regular business hours, except for materials that were obtained upon initial employment through assurances of confidentiality to a third party.

Upon request, copies of any document in the official personnel file shall be provided to the employee. The College may assess a reasonable charge for this service.

Any written communication either critical or commendatory shall be shared with the employee prior to inclusion in the official personnel file. The employee shall be given the opportunity to sign or initial the document acknowledging its entry. The employee shall have the right to respond to any written communication which is to be included in the employee's official personnel file.

A separate file for processed grievance(s) shall be kept apart from the employee's official personnel file. No reports on grievance(s) shall be added to the employee's official personnel file.

Working Files Working personnel files will be prepared and maintained by the appropriate supervisor under whom the individual is currently assigned. These files are considered confidential and are only open to the employee and their supervisor(s).

#### Section 4 CitizenshipPolitical Activity

The exercise of rights consistent with the Statutes and the Constitution of the State of Washington and the Constitution of the United States, shall not be grounds for disciplining or discriminating against employees.

It is appropriate for employees to exercise full political rights and responsibilities outside contracted hours\_ and without using state resources. Such rights include, but are not limited to, voting, discussing political issues, campaigning for candidates, and running for public office. Employees seeking election to, or having been elected or appointed to public office shall receive, upon request, a leave of absence with full rights to reinstatement. 7

2015-20182018-2021

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### ARTICLE 6 (continued)

## Section 5 Academic Freedom and Controversial Issues

Instructors-Faculty shall be free to select and present instructional materials which are pertinent to the subject they teach, within the outlines or approved appropriate course content, <u>specialized accrediting</u> agencies, state/federal licensing departments and within the instructional program.

Instructors Faculty shall be free to express their personal opinions on all matters relevant to the course content and appropriate to the subject and levels taught provided that when this personal opinion is stated the class is so informed. The presentation and discussion of controversial issues should be on an informative basis and the students should have the opportunity to find, collect, and assemble materials on the subject; to interpret the data without prejudice; to reconsider assumptions and to reach their own conclusions. The right to teach controversial issues carries with it the responsibility to explore the various sides and aspects of an issue utilizing suitable materials that are available. All facts of controversial issues shall be presented in a scholarly and objective manner within the limits of appropriate discretion and propriety.

## Section 6 Intellectual Property

The College and the Union have a mutual interest in fostering and encouraging instructional creativity. In light of this mutual interest, it is important to recognize faculty ownership of their independent ideas and works. Works that are eligible for copyright include but are not limited to books, articles, dramatic and musical compositions, poetry, instructional materials (e.g. syllabi, lectures, student exercises, and tests), fictional and non-fictional narratives, analyses, works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreographic works and pictorial or graphic works fixed in any tangible medium or expression. Copyright sinclude all the rights recognized under Section 106 of the Copyright Act of 1976, as amended.

- A. The ownership of any materials, processes, inventions or other works developed solely by a faculty member's individual effort and expense shall vest in the faculty member and be copyrighted or patented, if at all, in his/hertheir name. The copyrights to works created by a faculty member as independent efforts shall be owned by him or her, even if those works are created voluntarily in connection with courses taught or other duties related to the faculty member's job duties. Independent efforts shall mean that the ideas for the work came from the faculty member and that the work was not made with additional support from the college beyond that normally provided in the performance of the member's assigned duties. Faculty may grant the College a non-exclusive license to use the works they own in a manner prescribed by the copyright owner. Works created by faculty do not necessarily reflect the views or opinions of the College.
- B. Works, materials, processes, inventions or other works that are specifically commissioned and paid for by the College, or at the College expense, are works for hire and fall under the 1976 Copyright Act shall vest in the college and be copyrighted or patented, if at all, in its name. The copyright to such works shall be owned by the College. The College may assign or license works for which it owns the copyright without the permission or consent of the hired creator of the work.
- C. When materials, processes, inventions or other works are produced by a faculty member with College support, using significant personnel, time, facilities or other College resources, the ownership of the materials, processes, inventions or other works shall vest in (and may be copyrighted or patented, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event no written agreement is entered into, the ownership shall vest in the College.
- D. If a departing faculty member owns the copyright to a work that the College desires to continue using, the College shall pay the copyright owner the market-value price for obtaining the nonexclusive right of usage, or an otherwise mutually-agreed upon price.

8

2015-20182018-2021

#### ARTICLE 6 (continued)

## Section 7 Rights Regarding Discipline and Dismissal

It is agreed that employees have the following rights relative to discipline:

- A. The right to know in advance the nature of any scheduled formal meeting or hearing involving discipline. Under emergency situations a written notice will be unnecessary.
- B. The right to have a witness and/or Union representative present at any disciplinary meeting or any meeting the employee reasonably believes will be disciplinary in nature. If the employee desires to have a witness and needs a delay in order to obtain one, the meeting may be delayed for up to five (5) days until said witness is available. The meeting may be rescheduled for a time within five (5) days by the administrator and it shall be the responsibility of the employee to have his/hertheir witness present.
- C. The right to have any formal disciplinary charges made in writing.
- D. The right to have all documents and papers that will be referred to regarding any formal disciplinary charges made available to the employee, upon request, and prior to any official disciplinary hearing(s).
- E. The right to contest any evidence presented in an official disciplinary meeting.
- F. The right to utilize the contract grievance procedure in any disciplinary action, EXCEPT in cases of dismissal, non-renewal, and adverse effect.
- G. The right to have the College follow a course of progressive discipline from a verbal warning(s) on to more serious action up to and including dismissal. However, under special circumstances or where the situation is of an extreme nature demanding immediate action will be unnecessary.
- H. The right to not be dismissed or have contract status adversely affected EXCEPT for cause and dealt with in accordance with Appendix E of this contract and appropriate state statutory provisions covering such actions.

#### Section 8 Payment

- A. Each full-time employee shall have the right annually to choose one of the following payment methods, provided that the method is chosen upon signing of their annual contract or the signing of the initial contract upon hire, and further provided that, if no election is made, the method used the previous year will be used:
  - <u>Balloon Payment</u> Semi-monthly payments, commencing as described in Article 6, Section 8. B below, equal to one twenty-fourth (1/24th) of the contracted salary. The final payment will be made on July 10th and will include payment of the balance of the contract.
  - Equal Installments Equal semi-monthly payments, commencing as described in Article 6, Section 8.B, ending July 10th. Each check shall contain an equal portion of the contracted salary. This method could result in the gross semi-monthly payments fluctuating from year to year depending upon the number of payments required by the academic year calendar.
  - <u>Annual Contract</u> Each non-instructional employee scheduled to work summer term may elect an Librarians and Counselors receive an annual contract which includes the summer term and the following academic year. Employees choosing this option will be paid in twenty-four (24) semi-monthly installments beginning July 25 and ending July 10.

9

2015-20182018-2021

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Each check shall contain one twenty-fourth (1/24) of the contracted salary.
ARTICLE 6, Section 8 (continued)

- B. Pay days will be on the 10th and the 25th of each month per RCW 42.16.010 and WAC 82-50-021. If the academic year calendar starts prior to September 16, the first pay date will be September 25. If the calendar starts on September 16 or later, the first pay date will be October 10.
- C. Adjunct employees will be paid for teaching and all related services, such as, but not limited to, preparation, grading, and record keeping in equal semi-monthly installments for the quarter. If the adjunct faculty assignment begins prior to the sixteenth (16) of the month, the first pay date will be on the twenty-fifth (25) of that month. If the assignment begins on the sixteenth (16) of the month or later, the first pay date will be the tenth (10) of the following month.
- D. Any regularly scheduled employee wishing to elect direct electronic payroll deposit may do so by notifying payroll and submitting appropriate paperwork.

#### Section 9 Responsibilities of Employees

Responsibilities related to instruction are:

- A. It shall be the responsibility of the instructor to follow the prescribed courses of study and to enforce the rules and regulations of the College, and the State Board for Community and Technical Colleges in maintaining and rendering the appropriate records and reports.
- B. Instructors shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of their students, taking into due consideration individual differences among students and provided that all students shall receive instruction in such prescribed courses of study as are required by law and regulations.
- C. Instructors shall be responsible for the evaluation of each student's educational growth and development and for making periodic reports to the students and to the designated administration or administrator.
- D. Instructors are required to make due preparation daily for their duties, preparation to include attendance at instructors' meetings and such other professional work contributing to efficient College service as may be required by the supervisor, the College President, or the Board.
- E. Certification under the standards specified in WAC 131-16-070 through 131-16-094 is a condition of continued employment for all full time professional-technical and adjunct faculty that meet the criteria under WAC.
- F. Instructors shall maintain a record in the learning management system of scores earned for papers, projects, examinations, quizzes, and other assignments submitted by students in fulfillment of course or program requirements. The record shall be submitted to the supervising dean no later than five (5) business days following the end of the quarter.
- G. The College will provide training on state and federal regulatory requirements to all faculty. It is the responsibility of all faculty to stay current with all regulatory requirements related to their duties.

# ARTICLE 6 (continued) Section 10 Work Day/Week Primary Instructional Functions All employees shall use their day for the following Primary Instructional Functions: Planning and preparing for their assignments. Instructing students in an approved format that facilitates the student learning cycle Some examples include: face-to-face, online, hybrid, web-based instruction or in a lab, co-op, internship or clinical setting. Working with students. Assessing and evaluating student progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans. Reporting their evaluations of student progress to the administration. Assuming professional responsibilities for the education, health, safety, and welfare of 6 students during the employee's work day. <u>Β</u><u>Α</u>. Full-time EmployeesFaculty 1. Full-time classroom employees are annually contracted for one hundred eightyfourseventy-eight (184178) days and assigned teaching duties to perform primary and professional responsibiliteies, excluding summer quarter. Librarians and counselors generally receive a two hundred twelve six (212206) day annual contract, including summer quarter. Full-time faculty work consists of activities that support both the primary instructional functions and professional functions listed below for a forty (40) hour work week (not including a regular, daily meal break). If assigned teaching duties, it is the instructor's responsibility to provide their assigned students instruction that meets the designated credit load and instructional hours. Workload Framework

Each full-time faculty member is contracted for 40 hours weekly, which includes primary faculty assignments. It is further understood that faculty must complete a variety of professional responsibilities if the College is to achieve its objectives.

In the table shown below, primary faculty assignments are reflected in quarterly and annual credit loads (with the exception of librarians and counselors where assignments are expressed in weekly hours). Variation in quarterly load is acceptable provided that annual credit loads fall within these expectations. If annual credit loads will not meet expectations, faculty shall work with their supervisors to determine appropriate additional responsibilities.

	PRIMARY and PROFESSIONAL RESPONSIBILITIES	<u>TOTAL</u> <u>WEEKLY</u> <u>HOURS</u>
Prof Tech and CCP	15-20 credits quarterly, or 45-60 credits annually (2018-2019) 15-18 credits quarterly, or 45-55 credits annually (2019 - ) Additional primary and professional responsibilities as listed in the contract.	<u>40.0 hrs</u>
<u>Gen Ed</u> -	<u>15 credits quarterly, or 45 credits annually</u> Additional primary and professional responsibilities as listed in the contract.	<u>40.0 hrs</u>

<del>2015-2018</del>2018-2021

11

4

<u>Nursing</u>	10-12 credits quarterly, or 30-36 credits annually Additional primary and professional responsibilities as listed in the contract.	<u>40.0 hrs</u>
Librarians and Counselors	30 hours of primary responsibilities and 10 hours of professional responsibilities Additional primary and professional responsibilities as listed in the contract.	<u>40.0 hrs</u>

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	Renton Technical College & Renton Federation of Teachers			
. Full-Time Faculty pPrimary rResponsibilities				
	Ill-time celassroom faculty shall use their day for the following perimary onsibilities:			
<u> </u>	a. Plan, prepare, and instruct in all modalities with best practices			
<u>t</u>	<ul> <li>Conduct appropriate and frequent assessment of student performance and provide feedback so students are aware of their performance throughout the quarter</li> </ul>			
<u>(</u>	c. Assume professional responsibilities for the education, health, safety, and welfare of students during the employee's work day, and notify relevant personnel of safety and maintenance needs			
2	I. Provide accommodations and accessible instruction in accordance with guidelines determined by Disability Resource Services that are in alignment with applicable state and federal laws.			
<u> </u>	<ul> <li>Utilize appropriate industry technology and campus approved technology</li> </ul>			
<u>f</u>	. Participate on tenure committees as assigned per section 15			
<u>c</u>	. Maintain and update existing course/program curriculum as needed			
<u>t</u>	n. Post and hold office hours in designated work area (5 hours per week)			
<u>i</u>	<ul> <li>Coordinate with other instructors, departments, and community partners to achieve course, program and/or college learning outcomes</li> </ul>			
i	Advise new and enrolled students and participate in official student advising days			
k	<ul> <li>Network with relevant business, industry, and community organizations to promote and advance student success</li> </ul>			
L	Conduct research relevant to program/course			
<u>r</u>	n. Conduct outcomes assessment and comply with expectations of the Northwest <u>Commission on Colleges and Universities from which results are used to</u> <u>continuously improve learning</u>			
B. All fu	II-time Library faculty shall use their day for the following Primary responsibilities:			
<u>a</u>	a. Plan, prepare and instruct in all modalities with best practices			
ţ	<u>b.</u> Conduct appropriate and frequent assessments of student performance and provide feedback so students are aware of their performance throughout the guarter			
<u>c</u>	c. Assume professional responsibilities for the education, health, safety, and welfare of students during the employee's work day and notify relevant personnel of safety and maintenance needs			
<u>c</u>	d. Provide accommodations and accessible instruction in accordance with guidelines determined by Disability Resource Services that are in alignment with applicable state and federal laws.			
e. Utilize appropriate industry technology and campus approved technology				
<u>f</u>	. Participate on tenure committees, as assigned per section 15			
2	<u>Maintain and update existing course/program curriculum as needed and/or on a regular basis</u>			
ł	Conduct research relevant to program/courses			
15-20182018-2021	13			

- i. Act as library liaison to other college departments to provide library services
- j. Administer library management system which provides cataloging, circulation and inventory services
- k. Assist students, faculty and staff to find information and materials to meet information needs
- I. Create documents about library services that support departmental and college accreditation reports and visits
- m. Create libguides and other marketing tools to help students, faculty and staff better know about and how to better use library services
- n. Select library materials for and deselect materials from the library collection
- o. Stay current with library trends, services and organizations
- p. Work with library vendors to provide services to students, faculty and staff
- g. Expand library collection by borrowing /loaning library materials to/from other libraries via standard interlibrary loan protocols
- n. Provide online reference chat services per consortium obligations
- o. Conduct outcomes assessment and comply with expectations of the Northwest Commission on Colleges and Universities from which results are used to continuously improve learning
- B. All full-time Counselors/Academic Advisors faculty shall use their day for the following <u>Primary responsibilities:</u>
  - a. Provide effective career counseling
  - b. Assist students with admission into college programs
  - c. Administer and interpret achievement and counseling-related tests and inventories
  - d. Plan, prepare and instruct in all modalities with best practices
  - e. Provide accommodations and accessible instruction in accordance with guidelines determined by Disability Resource Services that are in alignment with applicable state and federal laws
  - f. Administer retention and completion efforts in accordance with college's advising model
  - g. Utilize appropriate industry technology and campus approved technology
  - h. Participate in tenure committees, as assigned per section 15
  - i. Coordinate quarterly group registration for currently enrolled students within assigned programs
  - i. Prescribe programs to aid students to overcome academic deficiencies and/or difficulties
  - k. Update and maintain daily case notes in Dashboard management system
  - I. Coordinate counseling services with designated committees and instructional divisions
  - m. Work with special populations (ie international students, Running Start, student conduct) as assigned
  - n. Perform program budgetary and reporting functions within special population

<ul> <li>Mediate disagreements between students and other students or college personnel</li> </ul>
<ul> <li><u>percenser</u></li> </ul>
<ul> <li>Maintain recruiting activities with designated external organizations</li> </ul>
r. Participate in career fairs, job fairs, and other activities that promote the college throughout the community
s. Provide weekly information sessions/workshops
t. Maintain and update existing course/program curriculum as needed and/or on a regular basis
4. Full-Time Professional Responsibilities
All full-time faculty are responsible for performing professional duties that support the overall work of the college, division, department, course or program needs. It is understood the following functions may occur concurrently or result in overlap with the primary instructional functions:
a. Complete mandated state and federal regulatory training and reporting
requirements <ul> <li>Participate in program and/or department related meetings, committees, and activities</li> </ul>
<ul> <li><u>c.</u> Participate in shared governance, all-staff meetings, Commencement and major college events as scheduled</li> <li><u>d.</u> Participate in professional development, training and workshops related, but not be limited to adult education practices and culturally responsive instruction</li> <li><u>e.</u> Engage in relevant program and college budgetary and purchasing activities</li> <li><u>f.</u> Course, lab, shop, preparation, safety &amp; maintenance activities</li> <li><u>g.</u> Participate in college and program promotion and/or student recruitment and retention activities</li> </ul>
2. Full time contracted faculty work consists of activities that support both the primary- instructional functions as noted in Section 9.A. above, and professional functions listed- below, for a forty (40) hour work week (not including a regular, daily meal break). If assigned teaching duties, it is the instructor's responsibility to provide their assigned- students instruction that meets the designated credit load and instructional hours. – Professional duties are those that support the overall work of the college, division,- department, course or program needs. It is understood the following functions may occur- concurrently or result in overlap with the primary instructional functions:
Posted office hours (up to 5 hours per week)
Advising new and enrolled students
Participation in tenure, shared governance, college planning, all-staff, division, and program- related meetings and committees; Attendance at major college events when scheduled.
Participation in college and program promotion and/or student recruitment and retention activities
Program and college budgetary and purchasing activities
Course, lab, shop, preparation, safety & maintenance activities
Develop, maintain and update course/program curriculum
Business, industry, and community networking that may include job development and placement
Research
<u>2015-20182018-2021</u> 15

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#### Professional Development, Trainings & Workshops

# Annual Program Planning

Additional time worked over and above that required is reflected in the salary schedule. Above activities may be performed after the eight (8) hour day or the forty (40) hour work week.

- 3. If assigned duties other than instructing (counselor or librarian), the employee will work for forty (40) hours in performing the usual and customary professional responsibilities of the position. It is anticipated that the employee will reserve some time for preparation and other related duties. The College and the Union recognize that mutually planned activities such as career fairs extend beyond the normal work week. When such activities result in an extended work week, adjustment in the employee's work schedule may be mutually determined.
- 4. It is recognized that the library must be staffed during evenings and weekends. Library faculty will not be required to work split shifts and will receive two consecutive days off weekly; different arrangements must be mutually agreed to between faculty and supervisor.
- 5. Non-Instructional Days are those workdays for classroom staff in which work may be performed either on or off-site during days not scheduled for instruction, provided faculty are available to communicate with college staff and students as needed. In order to ensure effective operations of the College, management may convene meetings that faculty will be required in order to address College priorities. Work performed may include but not be limited to the following:
  - Faculty In-service<sup>\*</sup>
  - All Campus and/or Strategic planning meetings<sup>\*</sup>
  - Student Advising days<sup>\*</sup> (one per quarter)
  - Professional Development as provided by RTC
  - Curriculum and Program Development
  - Prep, Planning, Grading, Student Records and Reporting
  - Meetings and workshops
  - Participation on committees (tenure, college council and shared governance, department and program related)
  - Participation in college and program promotion and/or student recruitment and retention activities
  - · Course, lab, shop, preparation, safety and maintenance activities
  - · Business, industry, community networking

#### \* requires on campus attendance

#### CB. Adjunct Employees

1. Adjunct employees are those who are not contracted as full-time employees, and are employed on a quarter by quarter basis with no expectation of employment continuing beyond their current contract. New adjunct faculty will be placed on Step 1 of the Adjunct Faculty Salary schedule. Adjunct faculty but perform the following Primary-Instructional Functions as listed under Section 9.A. Adjunct employees are required where at least one of the following conditions exists: (1) classes or programs which are scheduled for less than thirty (30) contact hours per week; (2) classes or programs which are scheduled fewer than one hundred sixty-five (165) contact days per year; (3) classes or programs which are considered to be unpredictable. Unpredictability results because the program is highly subject to labor market conditions, sufficient enrollment may not necessarily exist for the class to begin and to continue, or funding is insecure on a continuing basis. The College agrees to offer a full-time employment contract to those employees contracted to work at least thirty (30) contact hours per week for one hundred sixty-five (165) days per-

Renton Technical College & Renton Federation of Teachers	
year and whose program is continued the following year. However, if condition three (3)	
above exists, the College will have the option to offer an employee currently on an	
adjunct agreement an adjunct agreement the following year(s) on an individual basis.	
ARTICLE 6, Section 10 (continued)	
a. Plan, prepare and instruct in all modalities with best practices	
b. Conduct appropriate and frequent assessment of student performance and provide	
feedback so students are aware of their performance throughout the quarter	
c. Assume professional responsibilities for the education, health, safety, and welfare of	
students during the employee's work day and notify relevant personnel of safety and	
maintenance needs.	
d. Provide accommodations and accessible instruction in accordance with guidelines determined by Disability Resource Services that are in alignment with applicable state	
and federal laws.	
e. Utilize appropriate industry technology and campus approved technology	
f. Coordinate with other instructors, departments, and community partners to achieve	
course, program and/or college learning outcomes	
q. Advise new and enrolled students	
h. Maintain and update existing course/program curriculum as needed	
i. Complete mandated state and federal training, and reporting requirements	
2. Associate Faculty Status	
4. New adjust fearly will be informed of the measure to become an operation fearly offer the	
<ol> <li>New adjunct faculty will be informed of the process to become an associate faculty after the second satisfactory evaluation. Adjunct faculty who maintain at least 66% of a full-time load</li> </ol>	
during nine (9) of the previous twelve (12) guarters, excluding summer guarter, shall be	
eligible to apply for Associate Faculty Status for the subsequent academic year. The process	
includes maintaining a professional development plan and supervisor evaluations. The	
faculty member will submit and maintain a portfolio of activities to the dean which	
demonstrates continuous improvement as well as engagement with the college over the	
course of the (9) to (12) quarters. This portfolio will be housed in the college learning	
management system and shall include the following documents:	
a. The candidate's Teaching Philosophy (TP)	
b. Example syllabi, assignments, and assessment strategies	
c. Documentation of three (3) Professional Development Activities within three (3) years, according to the professional development plan that identifies priorities for	
years, according to the professional development plan that identifies profities for	
d. A minimum of three (3) supervisor evaluations in accordance with Article VIII,	
Section 4.C	
The dean will grant or deny status. If approved, Associate Faculty Status would take effect at	
the start of fall quarter. If denied, the faculty member has the right to	
a. repeat quarterly activities to improve performance over the course of the next	
academic year, then present updated materials to the Dean; or	
<ul> <li>b. end the process and continue to instruct as an adjunct; or</li> <li>c. appeal the decision to the appropriate Vice President within 10 calendar days</li> </ul>	
c. appear the decision to the appropriate vice President within 10 calendar days	Formatted: Indent: Left: 0.75"
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Decisions relating to the granting or denial of Associate Faculty Status shall not be subject to	Formatted: Font:
the grievance procedure in this agreement.	
2. New Associate Faculty will be placed on Step 2 of the Adjunct Faculty Salary Schedule. The	
Associate Faculty quarterly contract includes required professional activities on non- instructional days in addition to the primary instructional functions. Associate Faculty are	
instructional days in addition to the primary instructional functions. Associate Faculty are responsible for performing the following professional activities that support the overall work of	
the college, division, department, course or program needs:	
and conlege, available, department, course of programmedas.	

<del>2015-2018</del>2018-2021

- h. Participate in program and/or department related meetings, committees, and activities
- i. Participate in all-staff meetings. Commencement and major college events as scheduled
- j. Participate in at least two shared governance activities per academic year
- k. Participate in professional development, training and workshops related, but not be limited to adult education practices and culturally responsive instruction

Associate Faculty who continue to perform the professional duties in 2.a – 2.c throughout the course of the academic year will maintain their status. Associate Faculty who continue to

course of the academic year will maintain their status. Associate Faculty who continue to meet the requirements of the status may be reinstated, with administrative approval, after periods of non-employment of no more than three (3) quarters, excluding summer quarter.

3. For those who have been granted Associate Faculty status prior to the date of this contract, status will be maintained for a period of up to twelve (12) months provided that the Associate Faculty member begin the process described in Section 1 above by the midpoint of the second guarter following ratification of the 2018-2021 contract.

By the end of the 12-month period, the faculty member shall submit a portfolio of activities to the dean that includes the following documents:

- a. The candidate's Teaching Philosophy
- b. Example syllabi, assignments, and assessment strategies.
- c. Documentation of at least two (2) Professional Development Activities within the current year, according to the professional development plan that identifies priorities for professional growth.
- d. A minimum of two (2) supervisor evaluations in accordance with Article VIII. Section 4.C.

The dean will maintain or deny status. If approved, Associate Faculty Status would remain in effect and will move to Step 2 of the salary schedule the following quarter (see Section B.2). If denied, the faculty member has the options as listed in section B.1 above.

- 4. Those adjunct employees with Associate Faculty Status will receive first scheduling consideration by course or academic specialty over other adjunct employees. Associate Faculty shall be provided with the proposed schedule of classes for upcoming quarters and given the opportunity to communicate their availability and express interest in classes they are qualified to teach. Scheduling decisions shall take into account the following priorities, where possible, listed in order of importance.
  - Offer all interested Associate Faculty at least one class within their availability
     Offer all interested Associate Faculty the number of classes within their availability that would allow them to retain benefits
  - Offer all interacted Accessible Enculty the number of all
  - <u>c.</u> Offer all interested Associate Faculty the number of classes within their availability that would allow them to retain Associate Faculty Status
     <u>d.</u> Avoid large gaps in Associate Faculty schedules in which no classes are taught

If multiple Associate Faculty are interested in the same class, the supervisor shall first consider the need to ensure all courses have qualified instructors when making assignments, and second, in no particular order: seniority, faculty expertise, past performance, and departmental activities.

The supervisor retains the right to make such assignments as deemed necessary and the College makes no promise or expectation of future employment or renewal of employment.

<del>2015-2018</del>2018-2021

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	a. Insufficient enrollment
	b. Insufficient funds
	c. Failure by the Associate Faculty member to comply with the laws, rules, and regulations of the State of Washington and/or the College.
	regulations of the state of washington and/or the Sollege.
	Associate Faculty who apply for a full-time position for which they meet the minimum
	requirements will be granted an interview.
6.	In cases of concern around the performance of an Associate Faculty member, the dean may
	put into place a professional improvement plan (see Article VIII, Section 7) for a period of one
	or two quarters: The Associate Faculty Member will be put on probation for the duration of the
	plan and may lose Associate Faculty Status if the requirements of the plan are not satisfied.
	a. Adjunct employees who have been employed by the College for at least 1/3 of a full time- load during nine (9) of the previous twelve (12) quarters (excluding summer quarter) shall be eligible for Associate Faculty Status. Eligible adjunct employees may submit a request by June 30 to be considered for Associate Faculty Status during the subsequent- academic year. Approval of the request may be granted by the President or his or her- designee. If approved, Associate Faculty Status would take effect at the start of fall- quarter.
	b. Those adjunct employees with Associate Faculty Status will receive first scheduling- consideration by course or academic specialty over other adjunct employees. The- supervisor retains the right to make such assignments as deemed necessary and the- College makes no promise or expectation of future employment or renewal of- employment.
	c. This status shall be on-going unless the appropriate supervisor determines that the Associate Faculty is not meeting his/her professional responsibilities. Associate Faculty- status may be reinstated with administrative approval, for periods of non-employment of not more than three (3) quarters, excluding summer quarter.
	d. Associate Faculty who apply for a full-time position for which they meet the minimum- requirements will be granted an interview.
4.	Multi-Quarter Contract Eligibility
	Those adjunct employees with Associate Faculty Status will be considered for multi-quarter- contracts as determined by the needs of the department for classes with stable class- schedules and enrollments. A multi-quarter contract provides assurance of continued- employment for the duration of the academic year, subject to the following limitations:
	Insufficient enrollment
	Insufficient funds
	<ul> <li>Failure by the Associate Faculty member to comply with the laws, rules, and regulations of the State of Washington and/or the College;</li> </ul>
	e supervisor shall provide the Associate Faculty member with notice of multi-quarter contracts- the following academic year by August 31.
	nical or Co-op Program Study

<del>2015-2018</del>2018-2021

19

It is mutually agreed that the clinical or co-op experience is an advantage to the programparticipants and the College and that it creates new and additional work for the instructors. Theadministration will review each clinical or cooperative program with the aid of the instructor andadvisory committee to ascertain if release time or additional compensation is appropriate. Uponrequest, the administration will inform the Union of which programs are actively engaged incooperative education as reflected in the normal attendance reporting procedure.<u>Supervised</u> learning experience in an industry setting is an important educational component for many professional technical programs. Course may be a Clinical, Externship, Internship, Practicum, or other cooperative experience. These experiences, managed by program faculty, augment instruction and provide students the opportunity to practice industry competencies.

1. Student placement should be coordinated by staff with expertise in the area of instruction.

2. The ratio of students to faculty should ensure quality experience. Accreditation or other commission mandates will be followed, as approved by the program Dean.

3. Faculty should meet regularly with the student(s) in conferences or in seminars at agreed upon times, for the equivalent of 2 hours per week.

4. Faculty should regularly participate in on-site visits. At least two on-site visits occur per quarter.

5. Faculty will document onsite visits, seminars and conferences with students.

6. Grading procedures should be pre-determined, based on evaluation by the faculty in consultation with worksite supervisors.

7. Due to Accreditation and State clinical requirements, which require onsite faculty supervision of students at all times, for Nursing and Nursing Assistant programs each clinical practicum credit equals a load credit. Non-nursing programs with clinical, externship, internship, practicum, or other cooperative courses will be .66 load per credit.

# Section 11 Staff Facilities

A. Each program employing full-time employees will have at least the following:

- 1. Space to store the prescribed instructional materials and supplies;
- 2. A work area for the preparation of instructional materials;
- 3. A serviceable desk or table, chair, and a four-drawer file cabinet.

# ARTICLE 6, Section 11 (continued)

- B. The College will have available to employees:
  - 1. Lounge and dining facilities with a refrigerator, chairs, tables, and microwave oven;
  - Campus parking. The administration will maintain designated parking facilities for employees:
  - 3. Mailboxes in a central location where access is not hindered.
- C. The College accepts the responsibility and maintains the authority to determine and maintain fixtures, lights, plumbing, student and instructor work stations, and other facilities required or furnished employees for the performance of their assigned tasks. The employee shall utilize regular administrative channels in identifying and seeking adjustment to any deficient fixtures, lights, plumbing, student and instructor workstations, and other facilities.

# Section 12 Use of Personal Vehicle

Employees have the option of using a Renton Technical College vehicle when traveling on College 2015-20182018-2021 20

#### business.

Employees shall not be required to drive students to activities which take place away from the College. They may do so voluntarily only with the advance approval of their immediate supervisor.

The College will provide reimbursement for authorized and properly certified travel necessary to the performance of assigned duties. Claims for reimbursement will be prepared and submitted in accordance with current College procedures to the appropriate administrator.

Compensation for use of personal vehicles shall be at the maximum rate and in accordance with regulations established by the Office of Financial Management (OFM). Employees using their personal vehicle on College-related business must have bodily injury and property damage liability insurance.

# Section 13 Hold Harmless

Whenever any claim or proceeding is filed against a College employee which the employee believes arises out of College employment, the College will defend and hold the employee harmless if the employee so requests in writing and cooperates fully with the state's defense and if the Board of Trustees or the Attorney General grants such a request, provided that the Board of Trustees determines that the employee was acting in good faith within the scope of <u>his/hertheir</u> employment and is otherwise entitled to representation under Washington state law.

The College participates in the state of Washington self-insurance program.

Any case of assault upon an instructor shall be promptly reported by the appropriate administrator to the appropriate law enforcement agency, the College President, and the Union. The College will fully investigate the assault and take appropriate disciplinary action within its statutory power. The College will advise the instructor regarding procedures for pressing criminal and civil damages.

Any threat of assault that is reported to the College administration shall be investigated and appropriate action taken. The results of the investigation will be provided to the instructor filing the complaint.

An instructor may, at all times, use such force as is necessary to protect himself/herself, a fellow instructor or administrator, or a student from attack, physical and/or verbal abuse and/or injury. ARTICLE 6 (continued)

## Section 14 Individual Employee Contracts

- A. The College shall have a written contract with each employee and it shall be in conformity with the laws of this state and terms and conditions of this contract; and will include stipulated hours and/or days, rate of pay and other pertinent employment data. If collective bargaining has not been completed covering the period of the individual contract, a rider will be attached specifying that the individual contract will be adjusted in accordance with appropriate provisions of the Union-College contract.
- B. Full-time employees who are employed for the summer session will be given a one quarter contract which will be offered by May 15. The contract must be returned to the College by the date requested.

#### Section 15 Employee Involvement

A. The College and the Union are in agreement regarding the importance of cooperation and involvement of all employees in supporting the program and overall goals of the College. The College is committed to the use of all resources including employee input in various aspects of the operations and planning and development of the College and its programs. Significant changes and new developments which will impact the College will be shared with employees.

<del>2015-2018</del>2018-2021

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B. It is anticipated that instructors will appropriately participate in their respective program advisory committee. Instructors will receive the meeting notices and agendas which are sent to committee members. Adjunct faculty who are invited by the program dean will be compensated for their attendance at their normalthe non-instructional rate of pay.

## Section 15 Tenure

#### A. Purpose

- Pursuant to law (RCW 28B.50.850 through RCW 28B.50.872), the following rules shall define a reasonable and orderly process for appointment of faculty members to tenure status.
- Notwithstanding any provision of this Section 15, the College and the Union accept the responsibilities related to the tenure process conveyed unto them by this Contract and the law and agree to fully comply with all provisions of RCW 28B.50.850 through 28B.50.872.

#### B. Definitions

- 1. <u>Tenure</u> shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause by due process.
- Probationary-Tenure Candidate Faculty shall mean tenure candidates, which are those full-time instructors, counselors, or librarians currently appointed to positions eligible for tenure and as defined in RCW 28B.50.851(4).
- Probationary Tenure Candidate Period shall mean a probationary period not to exceed nine (9) consecutive College quarters, excluding summer quarter and approved leaves of absence.

The period is one of professional development and evaluation between the tenure review committee and the probationary tenure candidate faculty member.

The review committee may, with the written consent of the <u>probationary-tenure candidate</u> faculty member, formally recommend to the Board the extension of the <u>probationary-tenure candidate</u> period.

#### ARTICLE 6, Section 15 (continued)

- 4. <u>Tenure-eligible Position</u> shall mean any full-time faculty position at the College which is funded under basic support, and not funded under the "special funds" outlined in RCW 28B.50.851; which is scheduled for one-hundred eighty-four (184) days per year or more; and which is scheduled for a minimum of six (6) contact hours and two (2) non-contact hours per day for an instructor, or which is scheduled for forty (40) hours per week for a counselor or librarian.
- <u>Tenure Review Committee (TRC)</u> shall mean a committee composed of the probationertenure candidate's tenure candidate's peers, a student representative, and an administrative staff person.
- Tenure Steering Committee (TSC) is a shared governance, campus-wide representative committee that oversees the consistent application of the tenure review process and monitors compliance with corresponding RCWs, WACs, and established policies and procedures of the College. The TSC does not evaluate tenure candidates as a committee, but individual members will serve as a peer on a tenure review committee (TRC).probationertenure-candidates.

- 7. <u>Appointing Authority</u> shall mean the Board of Trustees of Renton Technical College.
- C. Operational Guidelines for Tenure Review Committee
  - 1. Each tenure review committee shall be composed of at least five (5) persons:
    - a. Three (3) tenured faculty members appointed by the Union.
    - b. One (1) full-time student appointed by the College President or designee.
    - c. One (1) administrator named by the College President or designee.
  - 2. Faculty Appointment to Tenure Committee
    - a. The Union shall assign faculty to tenure review committees from the pool of tenured faculty in consultation with administration to ensure that assignments maximize the mentoring benefit to the probationertenure candidatetenurecandidate.
      - i. <u>Ne-Whenever possible,</u> tenured faculty member shall <u>not</u> be required to serve concurrently on more than two (2) tenure committees. <u>However,</u> <u>based on the number of tenure candidates, it may be necessary for</u> <u>some faculty to serve on more.</u>
      - Any faculty member serving as chair or recorder for two (2) or more tenure review committees in any fiscal year shall receive a stipend of \$450-500 per year for each committee after the first.
    - Any vacancy on a tenure review committee shall be filled in the same manner as the original appointment. <u>However, a vacancy that is not filled during the current review</u> period shall not prevent the remaining committee members from completing their <u>duties and responsibilities.</u>

## 3. Meetings

- The review committee shall make reasonable effort tomust begin operating within six (6) weeks of the start of the probationary tenure candidate period. <u>The dean</u> administrator of the tenure candidate is responsible for calling the first meeting.
- b. Each tenure review committee shall elect a chairperson and a recorder at its initial meeting.
  - \_\_\_\_\_c. No less than three (3) meetings shall be held <u>annually</u> <u>during theeach probationary tenure candidate periodyear</u>.
- d. The <u>probationertenure candidate tenure candidate may</u> or may not attend a committee meeting as deemed appropriate by the committee chair.
- Committee comments and recommendations shall be communicated both verbally and in writing to the probationertenure candidatetenure candidate.

#### ARTICLE 6, Section 15 (continued)

- f. A majority vote of attending-all committee members is required for tenure recommendations. Minority recommendations may-will also be submitted, if needed.
- g. All tenure review committee meetings shall be documented in a meeting summary with an identification of all members present.

23

4. Governance Credit for Tenure Review Committee

2015-20182018-2021

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		a.	In order to receive credit for serving on a TRC, the faculty member must attend at least two (2) tenure committee meetings and conduct at least two (2) observations of the <u>probationertenure candidate tenure candidate</u> during each year served on the committee. The Governance Documentation Form must be submitted to the supervising dean or director to receive governance credit for serving on a TRC.	
D.	Duties	and Res	sponsibilities of the Committee	
	1.	The co	mmittee shall mentor and evaluate the probationertenure candidate.	
	2.	and of	mmittee shall advise the probationertenure candidate of professional strengths areas needing improvement and assist in the development of a Professional opment Plan.	
	3.	<del>memb</del> compo	mmittee should, if possible, commit to serve with the probationary faculty- ertenure candidate until tenure is awarded or denied. Changes in the committee sition may be considered if both the Union and administration agree that it would be best interest of the probationertenure candidate.	
	4.		nmittee shall-will_commit to respect confidentiality of the probationertenure_ ate except when necessary to seek assistance from the College or other faculty ers.	
5.	employ May, b (8th) c Board b) non	yment (e based on onsecuti via the ( -renewa	tions are due during the second, fifth and eighth quarters of the tenure candidate's <u>xcluding summer</u> ). No later than the <u>mid-pointend</u> of <u>November</u> , February OR the individual candidate's tenure calendar, the second (2nd), fifth (5th), and eighth- ve probationary quarters, the committee shall submit a recommendation to the College President as to a) continuation of the probationary tenure candidate period, of contract for the coming contractual period, or c) tenure. This recommendation form of a Comprehensive Annual ReportEvaluation. The Comprehensive Annual	Formation of Foots Not Italia
			ion shall include, but not be limited to:	Formatted: Font: Not Italic Formatted: Font: Not Italic
		a.	A summary of the probationertenure candidate's progress citing both the strengths and areas needing improvement.	
		b.	Committee recommendation.	
		c. <u>tenure</u>	A copy of the Professional Development Plan for the probationary-three year candidate period.	Formatted: Indent: Left: 0", Hanging: 1"
		d.	Documentation of the process.	
		e.	Meeting summaries.	
		f.	Documentation of committee observations and committee evaluations.	
ARTIC	6.	to furni <u>candid</u> tenure <i>Annua</i>	mmittee shall meet with the probationertenure candidate to discuss the report and ish the probationertenure candidate with a copy. The tenure atteprobationary faculty member shall be required to acknowledge receipt of the review committee's written recommendations by signing the <i>Comprehensive I ReportEvaluation</i> .	
	í.			
	7.	memb	view committee may, with the written consent of the probationary faculty ertenure candidate, formally recommend to the Board, the extension of the ionary tenure candidate period. When approved, the extension shall be for one	

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(1), two (2), or three (3) quarters, excluding summer, beyond the original probationarytenure candidate period. This recommendation should only be made when the review committee believes that the probationary tenure candidate faculty member needs additional time to satisfactorily complete a Professional Development Plan already in progress.

- Should probation tenure candidate period be extended, no later than the mid-point of the quarter preceding the last probationary tenure candidate quarter, the committee shall submit a recommendation to the Board via the College President as the award of tenure or non-renewal.
- E. Duties and Responsibilities of the Chair

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- 1. The committee shall elect a faculty member of the committee to serve as chair. Upon election, the chair shall organize the meetings at times and places convenient to the members.
- 2. The chair shall encourage the members of the committee to adopt a *code of cooperation* and a *code of confidentiality*.
- The chair leads the committee in developing the probationertenure candidate's goals and objectives for the year, in making committee assignments, and ensuring committee members carry out assignments.
- 4. The chair shall notify the student member and his or her<u>their</u> instructor of the student's schedule and committee responsibilities.
- 5. The chair shall present to the Board the committee's recommendation regarding the award or non-award of tenure.
- F. Duties and Responsibilities of the Recorder
  - 1. Upon election, the recorder shall take and distribute minutes of each meeting.
  - 2. The recorder shall complete the initial draft of the *Comprehensive Annual Report* <u>Evaluation</u> for the committee to review.
  - The recorder shall complete the final draft of the Comprehensive Annual Report-Evaluation for the committee to submit to the College President.
- G. Duties and Responsibilities of the Committee Members
  - 1. Each member has the responsibility to actively participate in the activities and deliberations of the committee.
  - 2. Each member has the responsibility to be available to meet with the probationertenure candidate at mutually convenient times.

ARTICLE 6, Section 15 (continued)

- H. Evaluation Criteria and Procedures
  - The tenure review committee shall utilize Skill Standards-based evaluation criteria including, where appropriate: instructional skill; classroom or lab management; professional preparation and scholarship; effort toward improvement when needed; handling student discipline and attendance; collegiality with all College staff and students; participation in activities supporting the College; interest in instructing, counseling, or professional librarianship; and knowledge of subject matter.

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2.	The tenure review committee shall communicate to the probationertenure candidate the guidelines and procedures to be used.
3.	Prior to the first tenure review committee meeting, the probationertenure candidate should complete a self-assessment using the Faculty Assessment form. Copies of the assessment will be distributed to the members of the tenure review committee for discussion at the first committee meeting.
4.	Complete copies of the probationertenure candidate's quarterly student evaluation summary will be shared with the tenure committee.
5.	To assist the committee in the discharge of its duties, input regarding the performance o the probationertenure candidate may be solicited or voluntarily provided by the probationertenure candidate's immediate supervisor.
	Completion dates may be adjusted by the committee to expedite the committee's efforts Completion date adjustments which may be made shall be communicated to the probationertenure candidate.
	Additionally, during each year of the tenure process, all probationary faculty will be- evaluated by their immediate supervisorShould the supervising dean not be assigned to the tenure review committee, they will evaluate the tenure candidate using the Faculty assessment form <u>during each year of the tenure review period</u> . The supervisor will share the content of the evaluation with the probationertenure candidate's tenure committee prior to submitting it to the Vice President for Instruction. Once reviewed, the Vice President for Instruction will forward the completed assessment form to Human- Resources for inclusion in the <del>probationertenure candidate</del> 's tenure report to the Board of Trustees. A copy will also be placed in the <del>probationertenure candidate</del> 's personnel file.
I. Rec	commendation of the College President
1.	Tenure evaluations are due to the Board of Trustees during the second, fifth and eighth quarters of the tenure candidate period, excluding summer. No later than the end of November, February or May mid-points of the second (2nd), fifth (5th), and eighth (8th)- consecutive probationary quartersbased on the individual candidate's tenure calendar, the College President shall submit a recommendation which may include input from the appropriate associate dean and vice president, to the Board as to the continuation of probationary tenure candidate status, award of tenure, or non-renewal.
2.	Should probation be extended, no later than the mid-point of the quarter preceding the last probationary tenure candidate quarter, the College President shall submit a recommendation, as well as all other recommendations, to the Board as to award of tenure, or non-renewal.
J. Rigl	hts and Reasonable Expectations of the Probationer <u>Tenure candidate</u>
1.	A probationer <u>tenure candidate</u> shall have the right to petition for the removal of a member from the review committee. Petitions for the removal of a faculty member shall be made to the Union President or designee; for removal of a student or an administrator to the College President or designee. With any such petition, the person acting on it shall consult with the committee to seek its recommendation regarding the petition. Should th petition be granted, the resulting vacancy shall be filled in accordance with the provision set forth in Article VI, Section 15.C.
ARTICI F 6	Section 15 (continued)
2.	Observations by committee members may be either scheduled or unscheduled.
	Observations by committee members may be either scheduled or unscheduled. Evaluation instruments and criteria will be available to the probationertenure candidate.

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- 4. In the event of disagreement over an area of evaluation, the <u>probationertenure candidate</u> may submit a written statement of these disagreements to the tenure review committee. At the request of the <u>probationertenure candidate</u> such statements shall be included along with committee reports to the College President.
  - 5. The probationertenure candidate shall commit to respect the confidentially of the deliberations and the dignity of the committee members, notwithstanding the probationertenure candidate's right to ask questions and seek advice from the College or other faculty members including those rights outlined in Article 6, Section 15.J.
- K. Action of the Appointing Authority
  - Upon receiving the recommendation of the tenure review committee and all other recommendations, the Board may meet with the College President, the chair of the committee, and other staff as they deem appropriate, to review the probationary record and recommendations submitted to it.
  - The Board shall give reasonable consideration to the TRC recommendation and may consider other recommendations as to the award of tenure, continuation of probationary status, or non-renewal.
  - 3. Final decision regarding award or denial of tenure rests with the Board.
  - 4. Prior to the end of the eighth (8th) quarter of probation the Board may deny tenure and not renew a <u>probationertenure candidate</u>'s contract without giving a cause. <u>Probationary-Tenure candidate</u> faculty not recommended for tenure must be notified no later than one complete quarter before the expiration of the <u>probationertenure candidate</u>'s faculty appointment.
- L. Tenure Steering Committee
  - The TSC shall consist of <u>four-five (54)</u> full-time tenured faculty members and the Vice President of Instruction or designee. The faculty members will be appointed as needed by the RFT Executive Board prior to June 30 of each year to serve a three (3) year term beginning fall quarter of the following academic year. Mid-term vacancies will be appointed by the College or the president of the RFT Executive Board. Members of the TSC may resign voluntarily or be removed for cause. <u>Standing guests may be appointed</u> by the College President (or designee) to the committee as needed, as nonvoting members.
  - 2. The Chair of the TSC will be elected in spring by the TSC members and will serve for a term of one (1) academic year. The term of service will commence with the beginning of the following fall quarter. Mid-term chair vacancies will be filled from the faculty representatives currently serving on the TSC to complete the remainder of the term.
  - 3. The TSC shall meet at least once per quarter and as determined by the Chair.
  - 4. The duties and responsibilities of the TSC shall be oversight of the tenure review process and include the following:
    - a. Develop and maintain the Tenure Process Guidebook.
    - b. Develop and maintain the Tenure website.
    - c. Develop and maintain tenure forms and materials.
  - ed. Orientation and training of members of the tenure review system as needed.
- ARTICLE 6, Section 15 (continued)
  - de. Hear appeals by probationertenure candidates and tenure committee members

regarding non-compliance with the tenure review process as set forth in the Tenure Process Guidebook and the RCWs with authority to make recommendations to the appropriate authority for resolution.

- ef. Provide assistance to probationertenure candidates and tenure committee members who have questions regarding tenure laws, policies and procedures.
- gf. Communicate with tenure committees regarding deadlines for submission of annual reports, probationertenure candidate portfolios and other documentation.
- <u>gh</u>. Maintain confidentiality except when necessary to seek assistance from College administration or the RFT Executive Board.
- hi. Suggest improvement for the future direction of the tenure process to the College Administration.
- 5. <u>Although the TSC is not an evaluative committee of tenure candidates, individual</u> <u>members will serve on tenure review committees.</u> Membership of the TSC will beexcused from serving on individual tenure committees for the length of their term and will receivecount as governance credit toward professional development for their service. The Governance Documentation Form for Tenure Committee Members will be used to document participation in the TSC and will be submitted at the conclusion of the faculty member's assignment.
- M. Exclusion from the Grievance Procedure

The provisions of Article 6, Section 15, regarding tenure, shall be excluded from the grievance procedure. Nothing in this section shall be construed to prevent application of the definitions contained in Section 15 to other articles in this agreement.

#### Section 16 Safety and Health

- A. The College shall provide prescription safety glasses that meet OSHA/WISHA standards to fulltime employees who teach in programs where safety glasses are required. The College will subcontract with a local optician for the purchase of safety glasses and will provide a voucher to each eligible employee not to exceed \$250 per employee every two years.
- B. The College shall provide annual testing and immunizations for faculty in Allied Health programs where it is required for maintaining compliance with clinical affiliation agreements. This testing will follow the Center for Disease Control (CDC) guidelines for healthcare providers.
- C. Criminal Background Check: The College may perform National Criminal Background checks for prospective employment of faculty as well as to comply with the requirements of some community partners used for clinical and cooperative education sites. It is the responsibility of the supervising dean to identify those faculty who have been assigned to visit community partners who require annual background checks. These background checks will be completed at the expense of the College. A copy of the background check results will be provided to the employee if there is a disqualifying conviction or event.

Any faculty required to undergo a background check who refuses to cooperate in the background check process or who refuses to submit the information necessary to complete the background check, including fingerprints when required, may be subject to dismissal procedures.

1. <u>Confidentiality:</u> The dissemination of the information contained in the background checks will be limited to those persons who have a documented need to know in the performance of their official duties. All state and federal laws will be followed regarding required notification of licensing and certifying bodies of listed convictions/events.

arARTICLE 6, Section 16 (continued)

2. <u>Interpretation/Outcomes:</u> The information in the background check will be interpreted by the faculty member's assigned supervisor. Events that may cause disqualification will vary by department or site, and may be out of the control of the College. The affected employee will be notified in writing, stating the specific record or records indicating non-compliance. If there is a disqualifying conviction/event that will prevent the faculty from attending their assigned clinical or cooperative education site, appropriate action will be taken by the College. This action may include reassignment of the current faculty to other duties or other clinical sites, or may lead to dismissal procedures.

3. <u>Appeal of Findings:</u> The affected employee will have the right to appeal the result of the background check. This appeal must be submitted in writing to Human Resources within 10 working days of receipt of written notification of non-compliance.

# Section 17 Use of Security Cameras

- A. The College may use security cameras to enhance the safety and security of the campus community, but not manage or track employee activity. It is the College's responsibility to consider a safe environment balanced with the individual's right to privacy.
- B. Security cameras may be used in public and open areas. No cameras will be installed in classroom or faculty offices without faculty request or knowledge. Areas recorded will be marked with appropriate signage, and cameras will not record sound.
- C. Any investigation utilizing video recordings will be conducted in conjunction with this collective bargaining agreement. If recordings are used as part of a just cause investigation, the union will receive a copy of said recording per Article 6, Section 7.
- D. All recordings from security cameras are confidential and will not generally be made available for third parties unless required by law. Exceptions include cooperative efforts with law enforcement and union representation.
- E. Use of security cameras for any non-official purpose is strictly forbidden. Any person utilizing security cameras for any illegal or prohibited purposes may be subject to disciplinary action in accordance with this collective bargaining agreement. Recording devices may be required for accommodations or compliance with state or federal law.

# ARTICLE 7

# **LEAVES**

Section 1 Definition

For the purpose of this contract, a leave shall be defined as an authorized interruption of duties or responsibilities. Leave terms shall apply to both full-time and adjunct faculty unless otherwise stated.

Section 2 Conditions

Leaves will be granted, PROVIDED that:

- A. Applications for leaves are appropriately presented.
- B. The employee has met all the eligibility requirements of the particular leave requested.
- C. The employee requests the leave in accordance with College policy, rules and regulations and the terms of the existing contract.
- D. Unless specifically provided for, time spent on leaves does not qualify for salary placement purposes, including career step.

E. The College President or designee may determine a special need for leave and, therefore, authorize such a leave.

#### Section 3 Salary Deductions

- A. Employees using any of the authorized leaves without pay will have salary deductions made in accordance with the appropriate College policy and terms of this contract.
- B. In the case of employees who have exhausted leave benefits under the conditions of the applicable leave category and have not been allocated additional days by the College a full pro rata deduction will be made for all additional days taken.
- C. Employee's instructing under quarterly contracts during the summer may utilize any of their accumulated sick leave and/or emergency leave during the summer session.ARTICLE 7-(continued)

# Section 4 Sick Leave

Paid sick leave shall be allowed for absence due to personal illness, injury, emergency, bereavement, or to care for family members of the employee with a health condition that requires treatment or supervision.

Employees shall report each instance of absence on an approved time and leave form. <u>Leave used for</u> <u>Pregnancy Disability or Family Medical Leave Act (FMLA, including Parental Leave) purposes should also</u> <u>be reported to Human Resources</u>.

#### A. Accrual

Leave shall be accumulated and accrued in the following manner:

**<u>Full-time</u>** employees shall be granted twelve (12) days (96 hours) paid sick leave each year. Such leave shall be allocated on the first working day of the contracted year to employees beginning their first year of employment at the College. Should an employee's first working day begin after the first month of the contracted year, the allocation shall be pro-rated. Thereafter, employees shall be allocated one (1) day per calendar month to a maximum of twelve (12) days (96 hours) per year.

Adjunct employees will begin earning sick leave with the first (1st) day of employment. Sick leave will be accumulated after the first (1st) quarter of employment. Sick leave may be taken at any time beginning with the first (1st) day of the second (2nd) quarter of employment. Adjunct employees shall accrue sick leave based upon their individual employment contract(s). The amount accrued shall be prorated in proportion to the individual's quarterly teaching commitment, based on student contact hours, as related to the full-time contact hours for that quarter. Maximum accrual shall not exceed eight (8) hours per month.

Full-time employees of Renton Technical College who work additional adjunct contracts will not earn additional sick leave. Adjunct employees shall be allocated any such prorated leave at the end of each quarter worked.

#### B. Usage

Sick leave may be used for:

1. A <u>An absence resulting from an employee's mental or physical illness, injury or health</u> condition to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative medical carepersonal illness, injury or medical disability that prevents the employee from

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	Renton Technical College & Renton Federation of Teachers		
	performing his or her job, or personal medical or dental appointments.		
	2Care of family members as required by the Family Care Act (WAC 296-130).	~	Formatted: Font: (Default) Arial, 10 pt
	<ul> <li><u>"Family member" means any of the following (per RCW 49.46.210.2)</u></li> <li><u>a.</u> A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in local parentis, is a legal guardian, or is a de facto parent,</li> </ul>		Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, + Start at: 2 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"
	<ul> <li>regardless of age or dependency status;</li> <li>A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who</li> </ul>		Formatted: Font: (Default) Arial, 10 pt
	stood in loco parentis when the employee was a minor child; c. A spouse; d. A registered domestic partner; e. A grandparent; f. A grandchild;		
	g. A sibling.		Formatted: Font: (Default) Arial, 10 pt
	<ul> <li>3. Illness or preventative health care appointments of relatives, significant others and domestic partners family members listed in item 2, above, when the presence of the employee is required.</li> </ul>		Formatted: List Paragraph, Indent: Left: 0.75" Formatted: Indent: Left: 0.5", Hanging: 0.5"
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	4. Leave for Military Family Leave as required by RCW 49.77.		
	5. Leave for Domestic Violence Leave as required by RCW 49.76.		
<u>6.</u>	6. Qualifying absences for Family and Medical Leave.		Formatted: Font: (Default) Arial, 10 pt
<u>7.</u>	When the college has been closed by order of a public official for any health related reason, or when an employee's child's school or place of care has been closed for such a reason.	$\langle \rangle$	Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, + Start at: 2 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
		$\mathcal{N}$	Formatted: List Paragraph
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C.	Loss of Accumulated Sick Leave & Sick Leave Reinstatement		Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, + Start at: 2 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
	Any employee who has not been in pay-status or have been separated from state service for five		+ Aligheu al: 0.25 + Inuent at: 0.5"

#### C. Loss of Accumulated Sick Leave & Sick Leave Reinstatement

Any employee who has not been in pay-status or have been separated from state service for five (5) years shall lose any accumulated sick leave.

Former College or State of Washington employees who are re-employed within five years of their separation from service will have their sick leave balance at the time of separation restored, upon successful petition. Employees must petition for reinstatement of the accrued sick leave balance within three months of returning to service. Failure to petition for reinstatement of sick leave will result in the loss of any accrued sick leave balance.

#### D. Transferability

Transfer in: Accumulated sick leave is transferable to the College from the following: any Washington state agency, education service district, school district, or other institution of higher education as defined by RCW 28B.10.016 upon termination from that state agency, district, or institution in accordance with RCW 28B.50.551.

The College will only accept any transferred-in leave once the College is the employee's sole employer for two (2) consecutive quarters. Renton Technical College is the sole employer when the employee is not employed by any other Washington state agency, district, or institution from which sick leave may be transferred.

Transfer out: The College will transfer out an accumulated sick leave balance as per the receiving agency's policies.

<del>2015-2018</del>2018-2021

## E. Attendance Incentive (Sick Leave Buy Back)

Employees may cash in unused sick days above an accumulation of sixty (60) days at a ratio of one (1) full day's pay for each four (4) full accumulated sick leave days. Employees who qualify for the State's Sick Leave Buy Back program will be provided information to participate in the incentive, as appropriate to RCW.

#### F. Shared Leave Program

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<del>d.</del>

- Employees may participate in the state's shared leave program in accordance with RCW 41.04.650 and College procedure. Under the provisions of this program, the College shall receive and process requests for leave sharing. Shared leave may be requested and shared to aid another employee who:
  - a. is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition.
  - b. is a victim of domestic violence, sexual assault, or stalking,
  - c. has been called to service in the uniformed services, or,
  - <u>d.</u> is responding to a state of emergency anywhere within the United States declared by the federal or state government, <u>or</u>.
  - e. for employees who are sick or temporarily disabled because of pregnancy disability or for the purposes of parental leave to bond with the employee's newborn, adoptive or foster child.

2... An employee is not required to deplete all of their sick leave before receiving shared leave for the purposes of pregnancy disability or for parental leave and may maintain up to forty (40) hours of sick leave in reserve.

3. Employees may request or use shared leave for parental leave to up to sixteen (16) weeks after the birth or placement of a child.

4. The College will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than five hundred twenty-two (522) days of shared leave, except that, the College may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because he or she is suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature.

### Section 5 Work Related Illness or Injury Leave

For accidents and injuries which occur to employees during working hours and/or while they are carrying out their responsibilities, the College agrees to maintain maximum allowable coverage under current provisions of workers' compensation legislation. The College further agrees to review each such accident case on an individual basis when loss of salary is involved. The College shall provide necessary information and forms to the employee who is filing a claim under Workers' Compensation Act.

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## ARTICLE 7 (continued)

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## Section 6 Family and Medical Leave

A. Family and Medical Leave

The College shall grant an unpaid leave of absence of up to twelve (12) work weeks during any twelve (12) month period for eligible employees for one or more of the following:

- parental leave for the birth of a child or the placement of a child with the employee for adoption or for foster care;
- to care for a spouse or domestic partner, son, daughter, or parent with a serious health condition;
- 3. for the employee's own serious health condition
- 4. for a qualifying exigency when the employee's spouse, child or parent is on active duty or on call to active duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country. (Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation, and attending post-deployment reintegration briefings. In addition, the College and the employee may agree that other events which arise out of the covered military member's active duty or call to active duty status qualify as an exigency, provided both agree to the timing and duration of the leave)
- B. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

During the single twelve (12) month period during which Military Caregiver Leave is taken, the employee may only take a combined total of twenty-six (26) workweeks of leave for Military Caregiver Leave and leave taken for other FMLA qualifying reasons.

The single twelve (12) month period to care for a covered service member or veteran begins on the first (1) day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

C. A serious health condition is defined as a health condition that involves: (a) inpatient care in a hospital, hospice, or residential medical care facility, or (b) continuing treatment by a health care provider. The College will require certification from a health care provider starting the nature of the condition, the date on which the condition commenced and the probable duration of the condition and a statement that the employee cannot perform the essential functions of his/hertheir job.

If the leave is to care for a family member, it must also include a statement from the health care provider that the employee is needed to care for the family member and an estimate of the time needed.

- D. Employees eligible for family and medical leave are those who have worked at least twelve (12) months for the State of Washington and at least 1,250 hours during the twelve (12) month period before the leave is requested.
- E. The college has the authority to designate absences that meet the criteria of FMLA. The use of any paid or unpaid leave for an FMLA-qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. Leave for a work-related injury, covered by workers' compensation benefits, will not run concurrently with FMLA.

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# ARTICLE 7, Section 6 (continued)

- F. If the necessity for leave is foreseeable, the employee shall provide not less than thirty (30) days' notice to the Human Resources Department, except in cases where treatment requires leave to begin in less than thirty (30) days. In this event the employee shall provide such notice as is practicable
- G. The College will maintain employer-paid health care coverage for the duration of the twelve (12) weeks for employees on leave who were eligible for health care coverage before the leave began. The employee will be required to pay his or her share of health insurance, life insurance and disability insurance or premiums. The College may require an employee to exhaust all paid leave prior to using any leave without pay, except that the employee will be allowed to use eight hours a month of accrued leave during each month to provide for the continuation of benefits as provided for by the Public Employees Benefit Board. If an employee fails to return to work after the expiration of the family and medical leave, the College shall be allowed to charge the employee retroactively for the full premium cost of the health care coverage.

#### H. Washington Family and Medical Leave Program effective January 1, 2020

The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval for leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. Premium withholding will commence 1/1/2019.

## Section 7 Leaves for Illness of Long Duration

When the employee's sick leave is exhausted and the employee is unable to return to service because of personal illness (physical/emotional), or injury not covered by Industrial Insurance Laws of the State of Washington, the employee will be granted leave without pay. The employee, or his/hertheir designee, shall within ten (10) days of the expiration of his/hertheir accumulated sick leave contact the College President or designee to arrange a mutually agreeable period of leave, not to exceed the remainder of his/hertheir current employee contract.

With the recommendation of the employee's physician, an additional one (1) year of leave will, upon request, be granted by the College President or designee for full time faculty.

# Section 8 Bereavement Leave

Up to five (5) days, including travel time will be allowed as funeral bereavement leave for each occurrence of a death in the immediate family, which includes spouse or same-sex domestic partner, children, mother, father, sister, brother or the person(s) who the employee considers a parent(s).

- 1. Up to two (2) days bereavement leave will be allowed in the case of an in-law, grandparent, grandchild, or anyone who is living with, or is considered part of the family.
- 2. Bereavement leave shall not be deducted from the employee's accumulated sick leave.

## Section 9 Emergency and Hardship Leave

- 1. Emergency-hardship leave requires notification to the supervisor. Leave shall be deducted from the employee's accumulated sick leave balance. Should the employee not have an accumulated balance, such leave shall be leave without pay.
- Six (6) days emergency-hardship leave per year deductible from the employee's accumulated sick leave balance and will be available upon request to each employee without loss of pay if demonstrated need and gualifications are established.

<del>2015-2018</del>2018-2021

3. Situations for which emergency-hardship leave are used must be an emergency-hardship situation of an unforeseen nature suddenly precipitated necessitating the employee's absence during the work day and must be of such a nature that pre-planning and rescheduling are not possible and could not eliminate the need for such leave during the employee's work day.

#### ARTICLE 7 (continued)

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#### Section 10 Personal Convenience Leave

- At the beginning of each school year all full-time faculty and adjunct faculty who have worked an average of two-thirds of a full time load in the previous academic year will be credited with three (3) days of personal convenience leave (24 hours and 18 hours respectively). Employees may use this leave for a purpose they believe to be sufficient to warrant their absence from their assigned responsibilities.
- 2. Leave may be accumulated from one year to the next to partially or fully fund an approved Professional Development Leave.
- 3. A personal convenience leave day may be used at the discretion of the employee. Personal convenience leave should not be used to extend vacation periods or holidays during the employee's work year, or be the first or last day of the employee's work year or first or last day of the College's students' instructional year without the approval of the appropriate administrator. In addition, employees are urged to not use this leave for days in which their presence on the job, rather than a substitute, is especially critical to the successful functioning of their office, department or program.
- An employee planning to use a personal convenience leave day or days will normally notify <u>his/hertheir</u> supervisor at least two (2) days in advance.

#### Section 11 Military Reserve/National Guard Active Training Duty

Employees will be granted twenty-one (21) days of paid leave in accordance with RCW 38.40.060, as currently enacted or hereafter amended, to report to active duty, when called, or to take part in active training duty in such manner and at such time as may be ordered to active duty or active training duty in the National Guard or the Army, Navy, Air Force, Marines, Coast Guard, or any other organized reserve or armed forces of the United States.

- The employee shall notify the College at least five (5) days prior to the beginning date of the training duty leave. A copy of orders from the military, whenever received, shall be submitted to Human Resources for audit review.
- For military leave thereafter, employees will be granted leave and reinstatement rights as provided by RCW 73.16.33, as currently enacted or hereby amended, and applicable federal law. Reinstatement does not apply to adjunct faculty.
- 3. A maximum of two (2) years educational experience will be granted year for year, to the nearest whole year, for active duty service in the Washington National Guard, the Armed Forces of the United States, or the United States Public Health Service. The returnee must furnish a receipt of an honorable discharge, report of separation, certificate of satisfactory service, or other proof of having satisfactorily complete his/hertheir service.

Any employee who interrupts <u>his/hertheir</u> career shall receive up to two (2) <u>steps-equivalent year(s) of service credit towards</u> movement on the —salary schedule when <u>he/shethey</u> returns to employment.

## ARTICLE 7 (continued)

## Section 12 Civil Duty

1. <u>Jury Duty</u> An employee, who is away from <u>his/hertheir</u> duties because of jury duty, shall be paid for such time lost at <u>his/hertheir</u> normal rate of pay. An employee will be allowed to retain any compensation paid for jury duty service. The employee shall furnish the College President or designee with supporting documentation.

The employee shall report to work each day he/shethey (1) is are not actually assigned to jury duty, or (2) is are not requested to remain available for jury duty during the work day, or (3) is not assigned to jury duty after reporting but is released in sufficient time to allow her/himthem to report for the second half of that employee's work day.

 Subpoena Leave An employee will be granted subpoena leave as may be required by the subpoena, and shall be paid <u>his/hertheir</u> regular salary less any compensation received for <u>his/hertheir</u> services, excluding transportation and per diem expenses in all cases including when the College subpoenas the employee.

Payment will not be made when the employee, the Union or fellow employee is the plaintiff or defendant in such action and such action is against the College. This exception shall not apply when the employee is named as defendant due to the performance of his/hertheir duties.

The College President or designee may extend the definition and intent of civic duty leave on an individual basis, in consultation with the Union President.

## Section 13 Professional Experience Leave

The College recognizes that appropriate professional experience in a variety of fields or other situations may contribute to the professional growth of an employee and that value can accrue to the College when an employee assumes teaching responsibilities in a foreign country or a substantially different cultural environment.

The College may, when it deems it appropriate, grant unpaid professional development leave for a period of up to two (2) years. Accrued and unused personal convenience leave may be used to fund or partially fund said leave.

Upon his/hertheir return to the College, the employee shall be entitled to the position held before the leave or to a substantially equivalent position with at least equivalent compensation.

## Section 14 Uniformed Service Shared Leave Pool

The Uniformed Service Shared Leave Pool (USSLP) was created so that state employees who are called to service in the uniformed services will be able to maintain a level of compensation and employee benefits consistent with the amount they would have received had they remained in active state service.

The pool was also created to allow general government and higher education employees to voluntarily donate their leave to be used by any eligible employee who has been called to service in the uniformed services. Employee participation is voluntary at all times and will be consistent with state law (RCW 41.04.685) and College Policy. The Military Department, in consultation with the Department of Personnel and the Office of Financial Management, is responsible for administering the USSLP.

ARTICLE 7 (continued)

<del>2015-2018</del>2018-2021

#### Section 15 Domestic Violence Leave

In accordance with the Domestic Violence Leave Act, RCW 49.76, leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, state registered domestic-partner, as defined by RCWs 26.60.020 and 26.60.030, parent, parent-in law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave. Faculty may also use paid sick leave, or shared leave, if available.

Requests for <u>domestic violence</u> leave <u>without pay</u> will be submitted in writing to the Executive Director of Human Resources <u>with as much notice as possible</u>. However, when an employee cannot provide advance notice due to emergency or unforeseen circumstances related to domestic violence, <u>sexual</u> assault or stalking, the employee or employee's designee must give notice by the end of the first day of leave taken. The College will approve or deny leave without pay requests, in writing, within fourteen (14) calendar days when practicable and will include the reason for denial.

#### Section 16 Faith or Conscience Holidays

Pursuant to RCW 1.16.050, employees are entitled to up to two unpaid holidays per calendar year for reasons of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church or religious activity. Employees must provide at least two (2) days' notice and document their absence via an approved time and leave form.

Requests will be granted provided the employee's absence will not impose an undue hardship on the College as defined by WAC 82-56-020.

# ARTICLE 8

# PROFESSIONAL DEVELOPMENT AND EVALUATION

## Section 1 Professional Development

- A. The College recognizes the need for faculty to remain current in their field. The College will make every effort to provide appropriate funding and release time so faculty may take part in professional development activities and agrees to support attendance at educational meetings, seminars, conferences, workshops, etc., as part of approved faculty professional development plans and as funds allow. Availability of funds to support professional development activities is not implied, nor guaranteed.
- B. The College agrees to reimburse the employee for tuition for approved teacher training courses offered by other institutions of higher education. Approval must be obtained from the Dean prior to enrolling in the course and reimbursement will be authorized only upon successful completion (grade of 2.0 or 'C', or 'P' for pass/fail course). If Renton Technical College offers the class and the employee elects to take it at another institution, the College will only reimburse up to the amount of the Renton Technical College class tuition. With the approval of the Vice President for Administration and Finance and their supervisor, instructors may enroll in any class offered by the College (subject to space availability) and the College agrees to waive tuition.
- C. The College recognizes the value of participation in professional organizations. The College agrees to pay for or reimburse full-time employees up to two hundred fifty dollars (\$250.00) annually for each membership in supervisor approved, program-related organizations. A membership that exceeds \$250.00 will require approval of the Vice President of Instruction or designee.

ARTICLE 8, Section 1 (continued) 2015-2018/2018-2021 Formatted: Line spacing: single

- D. The College and Union recognize that the improvement of instructional programs and teaching methods take adequate time and concentrated effort. As part of the annual faculty employment agreement, an in-service day will be identified on the Calendar, Appendix B, for each school year and will involve a minimum of 7 hours of activity. Related in-service activities may also be held throughout the year.
- E. Time spent attending professional development activities on non-contracted days will not be <u>considered compensated time.</u>

# Section 2 Evaluation - Overview

Evaluation criteria and procedures have been established for the express purpose of encouraging, achieving, improving, and maintaining excellence in the area of effective and purposeful classroom/laboratory instruction.

The effectiveness and quality of an institution's total education program depends upon the presence of a competent faculty. Further, it is the institution's obligation in consulting with faculty, to evaluate on a continuing basis, the performance of its faculty members and to provide for their development. The process of faculty evaluation shall include multiple indices for use by administration for the evaluation of faculty performance.

# Section 3 Criteria for Evaluation

The criteria for evaluation of professional/technical faculty shall be the *Skill Standards*. All other faculty may use the *Skill Standards* or other standards as determined by the College.

# Section 4 Implementation

- Faculty on full time appointments, except for probationary tenure-candidate employeesfacultyshall be evaluated:
  - Quarterly, by students enrolled in program(s) or classes for credit using the appropriate Student Evaluation form. This evaluation tool shall not apply to counselors or librarians;
  - 2. Annually, by self-evaluation;
  - Annually, the dean, director or designee will conduct at least one (1) observation and write an observation report based on at least 30 minutes of observation time.
  - 4. At least every five (5) years, by the appropriate dean or vice president.
- B. All <u>probationary tenure candidate</u> employees shall be evaluated as described in Article 6, Section 15, <u>H.5 (Tenure)</u>.
- C. All adjunct employees who instruct in program(s) or classes for credit shall be evaluated as follows:

38

- Twice within the first four quarters of teaching, the appropriate dean, director or designee shall observe the employee's teaching for at least 30 minutes and discuss their observation report with the employee during the same quarter;
- Every two years, by self-evaluation and by the dean, director or designee. This bi-annual review will also include an observation for at least 30 minutes and subsequent observation report.;
- 3. Quarterly, by students.

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# ARTICLE 8 (continued)

# Section 5 Faculty Evaluation of Immediate Supervisor

For the purpose of professional development, the Vice President of Instruction may request employee performance feedback for their dean or director. This feedback shall be anonymous, if requested by the employee, and will be delivered to the dean or director in the spirit of performance improvement. Under no circumstances shall retaliation be permitted nor condoned as a result of employee feedback.

#### Section 6 Disputes

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An employee and her/histheir supervisor shall make reasonable efforts to resolve any dispute that arises from implementation of the evaluation process. If not resolved, the employee may appeal to the Vice President for Instruction within twenty (20) working days following the date of the evaluation. Before making any decision, the Vice President of Instruction may consult with the Union and Human Resources to try to resolve the dispute. Employees, if they feel necessary, may add a rebuttal to the evaluation for placement in their personnel file.

Although the evaluation process itself may be grieved, contents contained in the evaluation itself, is not subject to the grievance process under Article <u>1412</u>.

# Section 7 Performance Improvement Plans

Nothing in Article 8 shall be construed to prevent the College from initiating a performance improvement plan as deemed appropriate. In the event an employee is placed on a performance improvement plan, the plan will contain at a minimum:

- Identification of the area(s) of concern or deficiency(ies)
  - Expectations
  - Resources available
  - Timelines for implementation and/or completion of identified activities
  - Start and completion date

# ARTICLE 9

# **PROFESSIONAL TECHNICAL CERTIFICATION**

Certification is a condition of continued employment for all full-time professional technical faculty and for adjunct professional technical faculty that meet the criteria under WAC 131-16-092-093.

A. Initial Certification

Upon hire, eligible faculty will be issued initial professional-technical certification by the Vice President of Instruction. Initial certification lasts three years. The initial certification process includes documentation of a professional development plan which identifies priorities for professional growth. An initial certification is not renewable for professional-technical instructors.

B. Standard Certification

Standard professional-technical certification will be issued by the Vice President of Instruction upon completion of the requirements for initial certification. Standard certification must be renewed on a five-year cycle. To maintain standard certification, professional-technical instructors must develop and complete a professional development plan. The Professional Development Plan will include one activity from each of the below areas and two additional activities in either area of Discipline and Pedagogy. All activities identified in the professional development plan must be completed within the five year period.

# ARTICLE 9 (continued)

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C. Approved Professional Development activities fall into three (3) areas:

- a. Governance: Activities which support the activities of the college.
- b. Discipline: Activities that support the faculty members' professional development.
- c. Pedagogy: Activities which support excellence in instruction and curriculum design services to students, and information literacy.

D. Activity Completion

Each faculty member is responsible for documenting the completion of professional development activities that satisfy <u>his/hertheir</u> professional development plan. The faculty member shall provide this documentation to the Office of Instruction. The Vice President of Instruction is responsible for certification.

# ARTICLE 10

# INSTRUCTION

# Section 1 Classroom Management

In the maintenance of a sound learning environment, the College shall expect acceptable behavior on the part of all Renton Technical College students. Classroom management and expectations shall be applied fairly and consistently regardless of age, gender, gender identity, marital status, race, creed, sexual orientation, genetic information, pregnancy, domicile, political affiliation, honorably discharged veteran or military status, or the presence or perception of presence of any sensory, metal or physical disability (unless based upon a bona fide occupational qualification).

The authority of instructors to use prudent classroom management techniques for the safety and wellbeing of students and instructors is supported by the College President and the Board. In instances where student behavior may warrant referral to the Student Conduct Code and Hearing Procedures, potentially resulting in disciplinary sanctions as defined in the appropriate sections of the WAC, any such behavior disruptions shall be carefully documented, specifying dates and times of occurrence and specific acts.

The applicable federal, state and local laws and College rules, regulations and procedures relative tostudent conduct will be made available to all employees on the College's website

## Section 2 Grading Practices

Grading criteria are determined by the instructor. These criteria and how grades are achieved must be shared, in writing, with the student on the first day a course is taught. Grading policies must be on file and approved by the instructor's dean.

No assigned grade will be changed other than by the instructor unless the student submits a Grade Appeal and it is determined <u>collaboratively with by</u> the dean <u>and faculty member</u> that:

- Errors were made in calculating or posting the official RTC grade, or;
- The instructor did not follow the grading criteria outlined in the course syllabus, or;
- Grading criteria were not uniformly applied.

Should the appeal fail to be resolved by the dean and faculty member to the student's satisfaction, the decision shall be made by the Vice President of Instruction, in consultation with the dean and faculty. The decision made by the Vice President of Instruction shall be final.

Section 3 Instructional Aides

2015-20182018-2021

40

The need for instructional aides shall be evaluated on an individual program basis. The determination whether to utilize an instructional aide shall be made by administration, utilizing suggestions from program instructor(s) and the appropriate advisory committee, if any. <u>ARTICLE 10 (continued)</u>

#### Section 4 Class Size

The maximum number of students per class shall be determined by the number of training stations, safety factors and individual instructional requirements of the specific occupation or trade being taught. The determination as to the number of training stations in each new or expanded program shall be made by administration, utilizing suggestions from program instructors and appropriate advisory committees.

# Section 5 Student Testing

At the instructor's option, the last student day of each quarter may be identified as a testing day. If elected the testing or instructional activity shall continue for no less than one-half ( $\frac{1}{2}$ ) day.

## Section 6 FERPA

Faculty will follow the Family Educational Rights and Privacy Act of 1974 (FERPA) relating to the protection and release of information regarding students.

# ARTICLE 11

# ASSIGNMENTS AND REASSIGNMENTS

#### Section 1 Assignments

Employees will normally be assigned initially by the College President or designee to positions for which their preparation, certification, experience, and aptitude fit them. They may not be assigned, except temporarily and for good cause, outside the scope of their certificates or their major or minor field of study.

#### Section 2 Reassignments

The reassignment of faculty shall be made by the College President or designee. Employees being reassigned shall be notified of the reassignment, with an explanation prior to the effective date of the reassignment.

Reassignment of employees shall be consistent with College procedures and shall not affect their seniority or tenure.

# Section 3 Compensation for Canceled Classes

Adjunct Faculty (excluding full-time faculty who are teaching beyond the workload) shall be compensated for two (2) hours' time at the substitution rate if the course is canceled within three business days prior to the start of the course. Adjunct faculty whose course is cancelled after the course start date shall be compensated for the percentage of the course taught. In the event an adjunct faculty member is reassigned to a class with the same course number, no additional compensation beyond the course salary will be received.

# 2015-20182018-2021

# ARTICLE 12

# **GRIEVANCE PROCEDURES**

#### Section 1 Purpose

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The purpose of these procedures is to provide for the orderly and expeditious adjustments of grievances. As used in these grievance procedures, "grievance" means a claim of an employee alleging misinterpretation or inequitable application of provisions of the contract or specific provisions of policy, rules and/or regulations of the College. "Grievance" also means a claim of the Union alleging misinterpretation or inequitable application of the contract provisions provided in ARTICLE 5, UNION RIGHTS, and such grievance may be initiated at the STEP 3 level. ARTICLE 12, Section 1 (continued)

The parties recognize the importance of prompt resolution of such employee problems at the level closest to the problem through informal discussions and resolution between those involved or, if necessary, with the assistance of a neutral party. In the interest of fairness to all parties involved, it is agreed that no reprisals shall be taken against persons involved in grievance proceedings. Procedures for handling grievances shall be of three types:

- A. Grievances alleging violations of this negotiated contact shall be processed using STEPs ONE, TWO, and FIVE as noted in Section 3. Utilization of STEP THREE is optional.
- B. Grievances regarding the interpretation and application of specific College policies, rules and/or regulations shall be processed using STEPs ONE, TWO, and FOUR as noted in Section 3. Utilization of STEP THREE is optional.
- C. Complaints regarding matters other than this contract or College policies and rules/regulations will be processed using only STEPs ONE and TWO as noted in Section 3.

## Section 2 General Provisions

- A. Both parties encourage employees and supervisors to discuss and resolve concerns on an informal basis. If this cannot resolve the issue(s) the employee may proceed with the grievance or complaint.
- B. <u>Right to Representation</u> Union representatives have a right to be present for any meetings, hearings, appeals, or other proceedings relative to grievances which have been formally presented. Administrative meetings that do not include employee or employee witness contacts and which are purely of a management nature are not included in this provision.
- C. <u>Freedom of Employee to Act</u> Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Union; nor shall any clause contained herein be construed as limiting the right of any employee having the grievance to take appropriate action under any statutory guarantee or provision. However, the Union may be in attendance at these discussions. Any proposed disposition of the grievance shall be consistent with the terms of this contract. A grievant may be represented at all stages of the grievance procedure by himself/herself, or a person of his/hertheir own choosing, or at his/hertheir option, by Union representatives selected by the Union. If an aggrieved party chooses not to be represented by the Union, nevertheless, shall be given timely notice in order to have the opportunity to be present and to state its views prior to the final recommendation for resolution of the grievance.
- D. <u>Prompt Action</u> Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. In initiating a grievance the grievant will present the grievance in writing on the appropriate grievance form to the immediate supervisor within fifteen (15) days after the employee knew or demonstrably should have known the action or inaction occurred.

## E. <u>Time Limits</u>

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- 1. Time limits may be extended or waived by mutual written consent. If the stipulated time limits are not met by the College, the grievance may proceed to the next step.
- 2. If the stipulated time limits are not met by the grievant, the grievance shall be deemed dropped and will not be reviewed at any higher College administrative level.

#### ARTICLE 12, Section 2 (continued)

- 3. All days referred to shall be considered to be the aggrieved employee's scheduled working days, provided that any grievance (1) filed just prior to the end of the employee work year, or (2) filed after the end of the work year regarding a grievable matter which occurred prior to the end of the work year, or (3) filed after the end of the work year regarding a matter which occurred after the end of the work year, shall be processed counting days as Monday through Friday excluding holidays.
- F. <u>Required Forms</u> Grievances and their resolution must be filed on the appropriate forms which will be provided by the College.
- G. <u>Class Action Grievances</u> -If a number of employees have the same grievance, their grievances may be consolidated for hearing and resolution purposes into a class action grievance for all involved upon the consent of the grievant, Union, and College.
- H. <u>Requirements for Hearings</u> Whenever possible, hearings will be scheduled during non-student contact time. If the hearing is scheduled during class contact time, the College will provide a substitute at College expense for the grievant, the observers, the representative of the Union and reasonably requested witnesses. Witnesses will be present only when testifying. Nothing below, with the exception of STEP FIVE, Binding Arbitration shall be considered to in any way prohibit, restrict or preclude the rights of parties to resort to legal adjudication for resolution of disputes. No new documentary evidence or witnesses will be introduced at the arbitration level hearing by the Union or the College unless made known to the grievant(s), the Union and the College at least three (3) days prior to the hearing and it is mutually agreed that they be introduced or either party is directed to do so by the arbitrator.
- I. <u>Availability of Forms</u> Upon request, a supply of forms shall be provided to the Union. Employees may obtain a grievance form from their supervisor, the Human Resources <u>Development</u>-Department or the Union.
- J. As verified by a signed and dated form, the grievance shall be presented to the appropriate person for the step being used. The appropriate person at STEP ONE is the grievant's supervisor, and at STEPs TWO through FIVE it is the Executive Director of Human Resources. Should either of these people be unavailable, the grievance may be presented to another vice president or to Human Resources.
- K. The written grievance shall include the following:
  - The nature of the grievance, including the specific date, time, and location that the alleged grievance occurred; a description of the events, action or in-action, which led to the grievance (this description is intended to summarize the events and is not intended to argue the merits of the grievance); and the names of all witnesses, if known;
  - 2. The sections of the contract or College rule/policy allegedly violated;
  - 3. The specific remedy sought.
- L. Allegations not introduced at STEP ONE shall not be admissible by the grievant at any subsequent step of the process being used. In an effort to resolve grievances at the earliest stage 2015-2018/2018-2021 43

possible, the Union agrees to provide the College with any evidence and/or documentation it has in support of the grievance as soon as possible in the process or as it becomes demonstrably evident.

M. The College President may designate another person to meet with the grievant and the Union at STEP TWO.

#### ARTICLE 12 (continued)

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- Section 3 Grievance Steps
- A. STEP ONE: SUPERVISOR
  - I. The grievance will be presented in writing on Grievance Form I to the immediate supervisor within fifteen (15) days after the employee knew or demonstrably should have known that the action or inaction occurred. The grievance form will be signed and dated by the parties at the time of receipt by the immediate supervisor, and will identify the item(s) of the contract deemed violated and the specific resolution sought. One copy of Grievance Form I shall be retained by the grievant and the remaining copies distributed by the immediate supervisor as follows: the original to the immediate supervisor and one copy each to the Union and the College President or designee.
  - 2. Within ten (10) days after receipt of Grievance Form I, the immediate supervisor will respond to the grievant in writing on Grievance Form II. Copies of his/hertheir response shall be distributed by the immediate supervisor as follows: one copy each for the Union, the College President or designee, immediate supervisor, and the original to the grievant. If a grievance arose from or can only be resolved by a higher level of supervision, the immediate supervisor may, with the concurrence of the College President or designee, have his/hertheir response prepared by the appropriate College supervisor. In these cases, the appropriate College supervisor may replace the immediate supervisor in any further proceedings.
- B. STEP TWO: PRESIDENT
  - I. In the event the grievant is not satisfied with the disposition of the grievance at STEP ONE, he/shethey may within five (5) days of the receipt of Grievance Form II refer his/hertheir written grievance on Grievance Form III to the College President or designee for resolution. One copy of Grievance Form III shall be kept by the grievant and the College President or designee shall distribute the remaining copies as follows: one each to the Union and the immediate supervisor.
  - 2. The College President or designee shall schedule a meeting to take place within fifteen (15) days of acknowledged receipt of Grievance Form III. If the grievance involves a charge of discrimination, the College President may extend the timelines of this level up to ten (10) working days to allow the College Discrimination Compliance Officer time to make a separate investigation presenting the findings and recommendations to the College President or designee for consideration in the grievance hearing resolution at this level. The grievant and Union shall receive and acknowledge notification of said meeting at least five (5) days prior to the date of the meeting. Persons present at the College President or designee meeting may include only the following: the grievant(s), the immediate supervisor (or appropriate College supervisor), a representative each of the Union and the College, one observer each for the grievant and immediate supervisor, those witness(s) who will provide relevant testimony regarding the grievance issue and the person selected to hold the conference on behalf of the College President or designee. Witnesses will be present only while testifying, unless he or shethey are is also included in the participant list above.
  - 3. The College President or designee shall provide a written response and decision to the

grievant within ten (10) days following the College President or designee meeting. Distribution by the College President or designee of the response shall be as follows: one copy each to the Union, immediate supervisor, and the original to the grievant.

#### ARTICLE 12, Section 3 (continued)

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#### C. STEP THREE: NON-BINDING MEDIATION

Non-binding grievance mediation is an optional and voluntary part of the grievance resolution process. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.

- 1. In the event the grievance is not resolved with the disposition of the grievance at STEP TWO, the grievant and the Union may mutually, within five (5) work days of the receipt of the College President's findings and recommendations, request mediation. If management agrees that the grievance is suitable for mediation, the parties shall submit a joint request to the Federal Mediation and Conciliation Service or the Public Employment Relations Commission for assignment of a mediator. Mediation shall be completed within thirty (30) working days of the submission of the joint request.
- 2. The mediation process shall be informal. Rules of evidence shall not apply and no record shall be made of the proceedings. Both sides shall be provided ample opportunity to present evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
- At the request of both parties, the mediator shall issue a recommendation for settlement. Either party may request the mediator to assess how an arbitrator might rule in this case.
- 4. The grievant shall be present at the grievance mediation proceedings. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
- 5. If the grievance is not resolved and is subsequently moved to arbitration, such proceedings shall be *de novo*. Nothing said or done by the parties or the mediator during the grievance mediation with respect to their positions concerning resolution of offers of settlement may be used or referred to during arbitration.
- D. STEP FOUR: HEARING OFFICER

In the event the employee is not satisfied with the disposition of the grievance at STEP TWO, he/shethey may within ten (10) days of the receipt of the President's findings and recommendations mutually with the Union, submit the grievance to a hearing officer for resolution within the following guidelines:

- 1. The Union and the College will each select a hearing officer within twenty (20) days of ratification of this contract. The two (2) hearing officers selected will choose a third officer to serve. The three (3) officers will constitute the hearing officer panel from which an officer will be drawn for a grievance hearing. In making their respective selections both the College and the Union and the officers they select will choose local, Renton area community persons who have exhibited an interest in community and/or school affairs. In the event the Union and the College selected officers cannot mutually select a third hearing officer within ten (10) days, the Union and the College will each submit three (3) additional names. All six (6) names shall be placed into a proper receptacle and one name shall be drawn by lot by the President.
- 2. The names of these selected hearing officers will be placed on a list by means of a drawing to be held by the College and Union not later than thirty (30) days after the ratification of this contract. Copies of this list of hearing officers will be available in the College and Union offices and elsewhere, if desired by either party.

Hearing officers for a particular grievance will be selected in rotation in order of placement on the hearing officer list. If a selected hearing officer cannot fulfill a given hearing assignment, the next person on the list will be selected.

The selected hearing officer shall schedule a hearing to take place not more than fifteen (15) days nor less than ten (10) days after his/hertheir designation as hearing officer or by agreement. The grievant, Union and the College will be notified of the meeting not less than five (5) days before the scheduled date of the meeting.
 ARTICLE 12, Section 3 (continued)

Each side will be given broad latitude in the placing of evidence and calling of witnesses and will provide the hearing officer and each other with a tentative list of witnesses at least two (2) days before the scheduled date of the hearing.

Persons present at the hearing shall include only the following: the grievant, the immediate supervisor, one representative each of the Union and the College, one observer each for the grievant and immediate supervisor, those witnesses who will provide relevant testimony regarding the grievance issue and the hearing officer. The hearing officer shall conduct the hearing in an informal non-legal atmosphere.

The hearing officer will be given broad powers to call witnesses, obtain data, examine records, etc., in an attempt to reach an equitable resolution of the grievance. <u>He/sheThey</u>, however, must respect the confidentiality of such records and disclose only such information as required to substantiate <u>his/hertheir</u> findings.

- 4. Within fifteen (15) days of the hearing the hearing officer will submit written findings and recommendations to the Board. Copies of <u>his/hertheir</u> findings and recommendations will also be submitted to the Union and the grievant.
- 5. At the first regular Board meeting following the receipt by the Board of the findings and recommendations of the hearing officer, the Board will take formal resolution action relative to the grievant; provided such findings and recommendations have been received at least five (5) days prior to said Board meeting. Copies of Board action will be sent to the grievant, the hearing officer and the Union within five (5) days after such action.
- 6. The fees and expenses of the hearing officer shall be shared equally by the College and the Union in the STEP THREE grievances mutually initiated by the College and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other (EXCEPT the College shall be responsible for necessary release time of employees as provided in the introductory language to these grievance procedures). Compensation for hearing officers shall be determined and stipulated prior to final agreement of the roster, but in no cases shall be more than fifteen dollars (\$15.00) an hour.

It shall be understood that the utilization of hearing officers is in part an attempt by the College and the Union to utilize local community resource persons, who ideally would regard service, at least in part, as a contribution of their time as a community service.

E. STEP FIVE: BINDING ARBITRATION

In the event the employee is not satisfied with the disposition of the grievance at STEP TWO, the grievant and the Union may mutually, within ten (10) days of the receipt of the College President's findings and recommendations, submit the grievance to the American Arbitration Association for arbitration under their rules and within the following guidelines:

- 1. If there is mutual agreement between the College and the Union, arbitration may be held under the expedited rules of the American Arbitration Association.
- 2. If a question of arbitrability is raised, this will be determined before any consideration will be given to the substantive matters of the grievance.

#### ARTICLE 12, Section 3 (continued)

- 3. The arbitrator shall limit his/hertheir decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or section of the contract and the expressed terms therein, but he/shethey shall be without power or authority to establish or adjust salary schedules. This stipulation shall not prohibit the arbitrator from making interpretations or judgments regarding application of the salary schedules as they have been negotiated and agreed upon. The arbitrator's decision shall be in conformity with all existing laws. This shall not preclude the right to appeal to a court of law for an enforcement order.
- 4. There shall be no appeal from the arbitrator's decision if it is within the scope of his/hertheir authority, except those grievances involving charges of discrimination in which cases the grievant may further pursue his/hertheir complaint to any appropriate agency(ies). It shall be final and binding on the Union, the employee(s) involved, the administration, and the Board.
- 5. The fees and expenses of the arbitrator shall be shared equally by the College and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other (EXCEPT the College shall be responsible for necessary released time of employees as provided in the introductory language to these grievance procedures).

#### ARTICLE 13

### PROFESSIONAL COMPENSATION

#### Section 1 Basic Salaries (Full-time Employees)

A. The basic salaries of full-time employees are set forth in Appendix A, Section 1.

B. B. New full-time instructors, counselors and librarians shall initially be placed on the salary schedule at Step 1. Librarians and Counselors will receive an annual contract as per Article 6. Sections 8 and 10.A1. Initial placement shall not exceed Step 1 without approval of the President of the College, in consultation with the RFT President and only to a maximum of Step 2. Initial placement on the full-time employee salary schedule:

1. New full-time instructors, counselors and librarians shall initially be placed on the salary schedule based on their current work experience as follows:

(a) Completion of appropriate education and relevant work experience as specified by the College in the occupation/craft to be taught, which isacceptable for professional technical certification, would stipulateplacement at the lowest step on the salary schedule.

(b) Experience in the occupation/craft to be taught in excess of the years of experience required for initial professional technical certification and teaching experience will be considered for advanced salary schedule placement.

(1) Each year of full-time employment in excess of the years of experiencerequired for certification of occupational experience in the occupation/craft tobe taught, or-as a counselor or librarian, will add one (1) increment step abovethe lowest step. If the occupational experience is less than a full year oradjunct, experience will be granted based on the fraction of the time worked.. Experience will be calculated cumulatively. The fraction will be rounded up ordown to the nearest full year, with .500 or greater being rounded up. A maximum of one (1) years' experience will be granted during any one (1)calendar year. No more than ten (10) years in excess of the years of-47

occupational experience required for certification will be considered foradvanced salary schedule placement.

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ARTICLE 1	3, Section 1 (continued)	
	(2) Each academic year of full-time teaching experience will add one (1)- increment step above the lowest step. If the teaching experience was less than a full year or adjunct, experience will be granted based on the fracti of the contract held. Experience will be calculated cumulatively. The- fraction will be rounded up or down to the nearest full year, with .500 or- greater rounded up. A maximum of one (1) year's teaching experience w be granted during any one (1) calendar year. No more than ten (10) year in excess of the years of teaching experience will be considered for- advanced salary schedule placement.	ion- 
	(3) As part of the ten (10) years occupational experience or ten (10) years o teaching experience, up to two (2) full years of experience may be granted	
	for approved public service activities, e.g., the U.S. military, Public Healt Service, Peace Corps, or VISTA, provided such service interrupted experience in the occupation to be taught or teaching experience.	th-
	(c) Initial placement shall not exceed ten steps above the lowest step without approval of the President of the College.	
<del>2.</del>	As part of initial salary placement no credit shall be given for education or work- experience earned prior to high school graduation or prior to the applicant's eighteentl (18) birthday if he/she did not graduate from high school.	h-
	3. <u>C.</u> Employees previously placed in accordance with the provisions of the contract in effect at the time of such original initial placement will not have their	
	placement altered due to the fact that the initial placement provisions of this contract r be different from the provisions in effect at the time of that person's initial placement <u>be</u> moved to the appropriate step, in accordance to the schedule set forth in Appendix A, <u>Section 1</u> .	<u>e</u>
4.—	Employees will have twelve (12) months from their date of hire to appeal their initial placement.	
	5. D. Re-hired full-time employees who return to a full-time faculty position within two (2) years from their separation date will be placed at the same step as when they left.	
	vement (The salary increases for employees resulting from the application of the provision section are limited or become operative only as provided in ARTICLE 3, Section 2 and	ns of
1.	After initial placement, a maximum of one (1) step <u>at a time</u> will be granted to each eligible full-time employee who successfully completes <del>one (1) yearthe respective full years of service as outlined on the salary schedule</del> in an assigned <u>full time faculty</u> position.	L
<del>2.</del>	To be eligible for movement on the salary schedule, an employee must be employed other than an adjunct basis. One (1) experience increment will be granted for each fur year of full-time experience except for movement from Step 21 to Step 22. (See note on Salary Schedule – Appendix A, Section 1). If experience was less than a full year, experience will be granted based on the fraction obtained by dividing the number of diverted by the number of student contact days on the academic calendar, excluding summer quarter. If experience was less than full-time, experience will be granted based on the fraction of the contract held. The fraction will be rounded up or down to the	<del>∦ </del> - + <del>2</del> - <del>,</del> l <mark>ays-</mark>

32. Any full-time employee who interrupts his/hertheir career at Renton Technical College for honorable service in the Washington National Guard, the Armed Forces of the United States, or the United States Public Health Service shall receive up to two (2) equivalent year(s) of service towards movement in accordance with Section EC-, 1. and C., 2., above up to two (2) steps movement on the salary schedule when he/shethey returns to employment at the College.

ARTICLE 13, Section 1 (continued)

- 4. The qualifying incremental moves will be compensated at an amount legally permissible and in compliance (Article 12, Section 5) as determined by law and regulatory agencies'provisions, not to exceed the amount as provided on APPENDIX A., Section 1.,-Schedule.
- E. Moonlight and summer quarter compensation for full-time faculty will be paid at Step 2 of the adjunct salary schedule (Appendix A, Section 2).
- F. Moonlight contracts will not be issued if release time is granted as part of the regular load.
- G. Co-op courses will be calculated at a factor of .66. Please refer to Article 6 Section 10.D.7 (Clinical or Co-op Program Study).

## Section 2 Adjunct Employees

- A. Adjunct employees in <u>career technical</u>, <u>general education and college/career pathways courses</u> on a <u>quarter to quarter basis</u> preparatory, supplemental, developmental education classes, and apprenticeship vocational classes, and all other instances where the program requirescertification-shall be paid according to Appendix A, Section 2. <u>Courses taught as contract</u> training, continuing/community education, and professional development instruction may not be paid off the adjunct schedule. This sum includes an amount of money in lieu of fringe benefits, EXCEPT for adjunct employees who are contracted for one hundred sixty-five (165) day year and thirty (30) or more hours per week will receive benefits as provided in Section 3., below andleaves as provided in ARTICLE 7, Section 6.
- B. In no instance will adjunct employees be utilized to fill positions that could or should be filled by full-time employees in accordance with the other provisions of ARTICLE 6, Section 910, Item C.
- C. Full-time instructors and adjunct instructors may annually make their interest in adjunct teaching assignments known to their immediate supervisor by August 1 of each year. Such written expression of interest will be considered by the appropriate supervisor when making teaching assignments throughout the year. However, the supervisor retains the right to make such assignments as deemed necessary and in the best interest of the college.
- D. Guided Practice instructional hours for adjunct faculty and full time faculty who moonlight will be paid from the adjunct salary schedule with an additional pay factor of 1.33. Guided Practice instruction includes but is not limited to labs, studios, shops, computer-mediated learning, hands-on projects, or other skill building activities. Clinical hours and simulations which require on-site supervision at health care facilities by faculty during all student hours will be paid at the guided practice rate.

#### Section 3 Basic Salaries - Adjunct Employees

- A. The basic salaries of adjunct employees are set for the school year in APPENDIX A, Section 2.
- B. Adjunct faculty will be paid at Step 1 on the salary schedule in Appendix A, Section 2. Associate faculty and full time faculty assigned to additional adjunct (moonlight) courses will be paid at Step 2. (Associate Faculty must meet the guidelines as set forth in Article 6 Section 10.B.2 and 3.)

C. Adjunct faculty may be compensated at the non-instructional hourly rate of pay as noted in

Renton Technical College & Renton Federation of Teachers Appendix A Section 2 for meeting participation. Initial placement on the Adjunct Employee Salary Schedule: New adjunct employees will be placed at Step B. Developmental education instructors hired before January 1, 1993 will be placed on Step 2 B of the Adjunct Employee Salary Schedule Appendix A, Section 2. Movement on the Adjunct Employee Salary Schedule After initial placement, a maximum of one (1) movement will be granted to each eligible adjunct employee per year. Annual adjustments will be made in September only. 2 The qualifying incremental moves will be compensated at an amount legally permissibleand in compliance (Article 12, Section 5) as determined by law and regulatory agencies' provisions, not to exceed the amount as provided on APPENDIX A., Section 2 Schedule. To be eligible for movement on the Adjunct Employee Salary Schedule, an employee must meet the following criteria: To move from Step B to Step C, the employee must accumulate of at least 330 contact hours (one-third of a full time load) and must qualify for certification, if appropriate. To move from Step C to Step D, the employee accumulate of at least 660 contact hours, ten (10) clock hours of administrative approved professional developmentactivities and must qualify for certification, if appropriate. (No more than 330hours from any one school year may be applied to the accumulated total of 660hours.) ARTICLE 13, Section 3 (continued) To move from Step D to Step E, the employee must accumulate of at least 990contact hours, twenty (20) clock hours of administrative approved professional development activities and must qualify for certification, if appropriate. (No morethan 330 hours from any one school year may be applied to the accumulated total of 990 hours.) To move from Step E to Step F, the employee accumulate of at least 1,320 d contact hours, thirty (30) clock hours of administrative-approved professional development activities and must qualify for certification, if appropriate. (No morethan 330 hours from any one school year may be applied to the accumulated total of 1,320 hours). It will be the employee's responsibility to furnish Human Resources with copies verification of professional development activities. Renton Technical College tenured instructors, who in addition to their full-time teaching position, also teach in an adjunct position, will be placed on Step F of Appendix A, Section 2 of the Adjunct Employee Salary Schedule. To receive the salary for an advanced degree faculty must submit an official transcript to Human-Resources. The new salary will be effective in the quarter in which the transcript is received.

#### Section 4 Health and Welfare Benefits

A. The College agrees to make available to eligible employees, group medical, dental, life, and other appropriate insurance programs consistent with the rules and regulations of the State Health Care Authority and as funded by the legislature.

- B. For the purposes of Section 4.A-an eligible employee is defined as:
  - 1. Any employee who meets the eligibility requirements of the State Health Care Authority.
  - Adjunct employees who are not eligible for benefits may continue to apply the amount designated for health and welfare dollars in accordance with Appendix A, Section 2, to an outside plan of their choice.
  - C. Voluntary Employee Benefits Association (VEBA)
    - The College shall make available to eligible employees a VEBA plan to allow employees, upon retirement, to convert sick leave into a medical reimbursement plan pursuant to RCW 28B.50.553 and College policy and procedures.
    - 2. As a condition of participation each eligible employee must submit to the College a signed hold harmless agreement complying with RCW 28B.50.553. If an eligible employee fails to sign and submit such agreement to the College, the College will not make sick leave cash-out contributions to the Plan. The eligible employee will not be permitted to participate in the Plan and remunerations for accrued sick leave at retirement shall be forfeited.
    - 3. Funds deposited in the plan will be used for payment of the retiree's documented medical insurance premiums and medical, dental, and vision care expenses not covered by insurance (including co-payments and deductibles) until the account is exhausted.

#### ARTICLE 13, Section 4 (continued)

- 4. Participation in VEBA will automatically renew each year. However, if one or more members are eligible to retire, the Union may conduct a vote in October to determine participation for the following year. The Union will notify Human Resources in writing, by December 31, if they choose not to participate in the VEBA plan the following year.
- 5. Upon request, the College will provide the union with a list of members who will be eligible to retire in the following year.
- D. In the event of the inability of an eligible employee to work because of illness or a non-occupational accident, the College will continue payments for eligible employees for a period of up to six (6) months for any month that the employee is in a pay status for at least eight (8) hours per month. The employee may use any available leave, one day per month for the purpose of keeping insurance benefits intact for this period. If the employee desires to continue the benefit of this health/dental plan beyond the six (6) months, <u>he/shethey</u> may do so by making the required\_

payments to the Health Care Authority. In either event the employee must actually be incapacitated from work by such illness or non-occupational accident and shall, in fact, not be working elsewhere.

# Section 5 Early Retirement Notification

In order to provide for an orderly transition upon the retirement of full-time faculty members, the College will provide a one-time payment to those faculty members who provide a written notice of their intent to retire by January 1 of the current academic year. This notice must be submitted to Human Resources. To be eligible for this stipend, the faculty member must have at least three (3) consecutive years of full-time faculty employment at RTC by January 1 of the current academic year. The effective date of retirement must be the last day of the faculty member's current contract. The payment of a stipend in the amount of \$1,500 (minus applicable taxes) will be made to the employee in a lump sum in their final paycheck.

Instructors whose contracts do not coincide with the academic calendar may make a request to the

College President for an alternate timeline. Once the College has received the notice to retire, the retirement cannot be revoked, unless agreed upon by the President.

#### Section 6 **Compensation Improvement**

I

It is the declared intention of Renton Technical College to provide employees with the compensation improvement (increments, and base salary percentage increases) from monies authorized by the state legislature and allocated and approved by the State Board for Community and Technical Colleges. It must be clearly understood that the College must meet or maintain fair share, salary compliance, and all other requirements as imposed by the state and the State Board for Community and Technical Colleges. The state rules and regulations relative to compensation, as provided to the College, will be applied to the compensation system. Such compensation improvement shall be "passed through" without additional negotiation.

#### Section 7 Salary Overpayment Recovery

- When the College has determined that an employee has been overpaid wages, the agency A will provide written notice, hand delivered or via certified mail, to the employee which will include the following items:
  - 1. The amount of the overpayment, 2. The basis for the claim, and 3. The rights of the employee under the terms of this Agreement.
- Method of Payback
  - The employee must choose one of the following options for paying back the 1. overpayment:
    - Voluntary wage deduction b Cash
    - Check c.
  - The employee will have the option to repay the overpayment over a period of time 2. equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the employee and the agency. The payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee's disposable earnings in a pay period, unless the College and employee agree to an amount that is more than the five percent (5%).
  - If the employee fails to choose one of the three options described above, within the timeframe specified in the agency's written notice of overpayment, the agency will deduct the overpayment owed from the employee's wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.
  - Any overpayment amount still outstanding at separation of employment will be 4 deducted from their final pay.
- Appeal Rights C.

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 12.

#### Section 8 Salary Correction

When the college discovers an employee has been underpaid, the college will correct the employee's compensation no later than the following pay period. <del>2015-2018</del>2018-2021 53

#### Section 9 Additional Compensation

Additional compensation should be minimized with certain exceptions such as grant funded projects, work that is truly out of the scope of one's position, professional development paid by Perkins, and special projects approved (by the VPI).\_\_\_\_\_

Curriculum development will be compensated at \$300 per credit for the following:

- A. When there is a new program added to the RTC inventory and it requires the curriculum to be developed
- B. New courses that are essential to the programming within CCP and Gen Ed.
- C. When an existing program is revised and meets the threshold of a substantive change according to the Northwest Commission on Colleges and Universities (NWCCU)

Grant work opportunities for college-wide initiatives will be electronically communicated, including deliverables and compensation, for interested faculty to apply for consideration and participation. Exceptions include industry-specific and faculty self-solicited grant opportunities. The appropriate administrator retains right of assignment.

# Section 10 Substitutes

If a faculty member judges that the outcomes of a class may be significantly compromised by their absence, and cannot be accommodated by technology or another solution, it may be necessary to hire either a short-term substitute (for periods of less than twenty (20) days), or a long-term substitute (for periods of twenty (20) days or more). Each request requires the approval of the appropriate administrator. Only qualified substitutes, as determined by the appropriate administrator, and if possible, the involved faculty member shall be assigned to teach classes. In either case, the new employee should be informed of the estimated length of their assignment and the temporary employment category; i.e. "substitute" or "replacement" in which they are working.

Short-term substitutes will be compensated at \$48.00 per instructional hour. Long-term substitutes will be compensated from the adjunct salary schedule, and may be prorated if needed.

# ARTICLE 14

## **REDUCTION IN WORK FORCE**

#### Section 1 Reduction in Work Force Defined

The term "Reduction in Work Force" as used herein refers to either a separation of full-time employees from employment with the College or a reduction in a full-time appointment, excluding Summer term. Summer term employment is not guaranteed, and shall not be subject to a reduction in work force process.

ARTICLE 14 (continued)

## Section 2 Notification

The College will provide written notice to any affected employee in accordance with appropriate statutes.

Section 3 Procedure

<del>2015-2018</del>2018-2021

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A. When the College President believes that a reduction-in-force may be necessary, the College President shall consult with interested parties before a final decision is made to determine if other actions are possible. Interested parties shall include the faculty members potentially affected, the

Union and the program advisory committee, if applicable.

- B. If, after such consultation, the College President determines that a reduction is necessary, the College President shall recommend to the Board the specific instructional programs or services, or portions thereof, to be reduced. The interested parties shall be notified in writing of the College President's recommendation(s) and shall have the right to appear before the Board before Board action is taken.
- C. Following a vote by the Board determining that a reduction shall take place, the College President shall identify those individuals to be reduced or terminated.
- D. The College will provide written notice to any affected employee in accordance with appropriate statutes.

## Section 4 Right to Appeal

- A. Under RCW 34.05.510 et seq. the employee may seek judicial review of the Board's action to reduce or terminate an instructional program or service within thirty (30) days of mailing of a letter notifying the employee of the Board's action.
- B. Under WAC 495E-400-060(3) the employee may, within twenty (20) days of the date of written notification of the reduction or elimination of their position, seek a review to determine whether the employee is the proper employee to be reduced or terminated.
- C. Reduction in work force shall not be subject to the grievance process.

## Section 5 Sufficient Cause

Sufficient cause for reduction in work force which results in the elimination or reduction of instructional, student services or library program(s) shall include:

- A. Financial emergency declared by the Board;
- B. Financial emergency as defined by RCW 28B.50.873, et seq.
- C. Elimination or reduction of funding; and
- D. Elimination or reduction of program demand, which is the result of (1) the need of industry and (2) student enrollment.

## Section 6 Implementation

A. Each year, the College will forward to the Union a program seniority list. Each full-time faculty shall be ranked in the appropriate program in accordance to tenure and seniority. Any disputes regarding the list shall be submitted within 10 days of publishing.\_

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#### ARTICLE 14, Section 6 (continued)

- B. Seniority shall prevail for employees based on program. Programs shall be those identified in Appendix D of this contract. If new programs are initiated during the duration of this contract, the College will notify the Union and update Appendix D.
- C. Reduction in force shall be conducted in the following order:

First – Full time probationary faculty in order of seniority. Second – Full time tenured faculty in order of seniority.

In applying the above, a full time faculty member shall have the right to displace adjunct faculty who are scheduled to teach courses for which the full time faculty member is qualified.

#### Section 7 Return from Lay-off

- A. Employees last laid off in a given program shall be the first rehired for that program.
- B. Employees on a lay-off list may apply for any position for which they are qualified and shall be granted an interview.
- C. Employees shall remain in a designated rehiring pool for one (1) year.

# ARTICLE 15

# NO STRIKE PLEDGE

The Union and the College recognize that strikes may be disruptive to the educational process. The Union and the College subscribe to the principle that every effort will be made to resolve differences by peaceful and appropriate means without interruption of the College operations.

The Union, therefore, agrees that there shall be no strikes or other concerted refusal to work, nor any instigation thereof, by the employees for the duration of this contract. The Union further agrees not to honor, or to encourage its members to honor any strikes, picket lines, or other concerted work stoppages that may be established by any other College employee organization. The College agrees that, for the duration of this Contract, there shall be no employee lockout.

# ARTICLE 16

# MAINTENANCE OF STANDARDS

None of the contract provisions contained herein will be modified by the College during the contract period, EXCEPT by mutual agreement. The composition of this bargaining unit as established by provisions of Chapter 41.59, and as determined by Public Employee Relations Commission (PERC) during the 1975-76 school year and modified by PERC during the 1978-79 school year, will not be changed during the life of this contract other than as provided for in Chapter 41.59.

2015-20182018-2021

# ARTICLE 17

# **CONCLUSION**

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this contract. Therefore, the employer and the Union for the duration of this contract each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this contract unless mutually agreed otherwise.

This contract constitutes the negotiated agreements between the employer and the Union and supersedes any previous contracts or understandings, whether oral or written, between the parties. In addition, this contract supersedes any rules, regulations, policies, resolutions or practices of the employer which shall be contrary to or inconsistent with its terms.

# APPENDIX A

Section 1				
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Section 1	RENTON FEDERAT	ION OF TEACHERS		Formatted: Font: 12 pt
	FULL-TIME	EMPLOYEE		Formatted: Font: 11 pt
		SCHEDULE		
	Septembe	r 10, 2018-		
STEP,	YEARS	SALARY SCHEDULE	SALARY SCHEDULE	Formatted: Font: +Body (Calibri), 11 pt
1	0-3.	<u>Fall 2018</u> 66,858	<u>Winter 2019 -</u> 67,326	Formatted: Font: +Body (Calibri), 11 pt
2	4-10	70,910	71,406	Formatted: Font: +Body (Calibri), 11 pt
3	11-18	74,962	75,487	Formatted: Font: +Body (Calibri), 11 pt
4	<u>19+</u>	79,014	79,567	Formatted: Font: +Body (Calibri), 11 pt
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	FULL-TIME SALARY S	<del>TION OF TEACHERS EMPLOYEE SCHEDULE JUNE 30, 2016</del>		

Renton Technical College & Renton Federation of Teachers
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STEP	184 DAYS SALARY	INDEX
8	\$ <del>49,683</del>	<del>1.0000</del>
9	<del>\$50,677</del>	<del>1.0200</del>
<del>10</del>	<del>\$51,670</del>	<del>1.0400</del>
<del>11</del>	<del>\$52,664</del>	<del>1.0600</del>
<del>12</del>	<del>\$53,658</del>	<del>1.0800</del>
<del>13</del>	<del>\$54,651</del>	<del>1.1000</del>
<del>14</del>	<del>\$55,645</del>	<del>1.1200</del>
<del>15</del>	<del>\$56,639</del>	<del>1.1400</del>
<del>16</del>	<del>\$57,632</del>	<del>1.1600</del>
<del>17</del>	<del>\$58,626</del>	<del>1.1800</del>
<del>18</del>	<del>\$59,620</del>	<del>1.2000</del>
<del>19</del>	<del>\$60,613</del>	<del>1.2200</del>
<del>20</del>	<del>\$61,607</del>	<del>1.2400</del>
<del>2</del> 1	<del>\$62,601</del>	<del>1.2600</del>
<del>22</del>	<del>\$63,594</del>	<del>1.2800</del>
<del>23</del>	<del>\$64,588</del>	<del>1.3000</del>
<del>2</del> 4	<del>\$65,582</del>	<del>1.3200</del>

Step movement will only be implemented if funding and movement is authorized by the-Washington State Legislature and approved by the State Board for Community and Technical-Colleges and the employee has incremental movement available.

# APPENDIX A (continued)

Section 2

## RENTON FEDERATION OF TEACHERS ADJUNCT EMPLOYEE SALARY SCHEDULE JULY 1, 2015 - JUNE 30, 2016

M.A. = 5% of Base = \$1.99

Doctorate = 10% of Base = \$3.99

Salary Level	Contact Time Required	Professional- Development Required	Salary Rate
Step B	<del>0 – 229</del>	<del>0 hours</del>	<del>\$39.88</del>
Step C	<del>330 – 559</del>	<del>0 hours</del>	<del>\$41.71</del>
Step D	<del>660 - 889</del>	10 hours	<del>\$43.36</del>
Step E	<del>990 – 1319</del>	<del>20 hours</del>	<del>\$45.34</del>
Step F	<del>1320 +</del>	<del>30 hours</del>	<del>\$47.33</del>

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Section 3	
RENTON TECHNICAL COLLEGE ONLINE CLASSES SALARY SCHEDULE	
<ol> <li>Pay for Online Classes. Employees will be paid based upon the number of students enrolled and the appropriate step on the Adjunct Employee Salary Schedule, Appendix A, Section 2. The online classes covered under this section, are those delivered through the Learning Manageme System hosted by the State Board of Community and Technical Colleges (currently CANVAS).</li> </ol>	<del>ne</del> -
Traditional classes usually require at least twelve (12) students to be enrolled. However, distan education classes can operate regardless of the number enrolled. Therefore, the salary for onli classes will depend on the number of students enrolled on the enrollment count date	
A) If the class has 1 to 14 students enrolled, for each class hour, employees will be paid- one-twelfth (1/12) or 0.0833 of the appropriate rate for each student enrolled on the- enrollment count date	
OR	
B) If the class has 15 students or more, up to the class cap, employees will be paid the appropriate rate plus \$100.00 per credit.	
For example, an employee on Step D of the July 1, 2015 – June 30, 2016 salary schedule- (\$43.36) would be paid for teaching and all related services including preparation, grading, and record keeping, for a sixty-hour class with five credits, as follows:	_
If the class has 11 students enrolled:	
55 class hours x .0833 per student x \$43.368 hour x 11 students = \$2,185.19 per class	
If the class has 15 or more students enrolled: 55 class hours x \$43.36 + \$100.00 x 5 credits = \$2884.80 per class	
<ol> <li>Pay for Hybrid Classes. Hybrid classes are those where a portion of the instruction is delivered using the online Learning Management System indicated in Section 3, paragraph 1 of this Appendix. An instructor who teaches a hybrid class that has less than 50% (fifty percent) of the course work completed online will be paid according to the adjunct employee salary schedule- Appendix A Section 2.</li> </ol>	
An instructor who teaches a hybrid class that has equal to or greater than 50% (fifty percent) of the course work completed online will be paid according to the online classes salary calculatior	

3. Pay Dates. The employee will be paid in equal semi-monthly installments for the duration of the contract. The payments begin after the enrollment count date. If the enrollment count date is prior to the sixteenth (16) of the month, the first pay date will be the twenty-fifth (25) of that month. If the enrollment count date is on the sixteenth (16) of the month or later, the first pay date will be the tenth (10) day of the following month.-

# APPENDIX B

# **INSTRUCTIONAL CALENDAR 2016-17**

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APR S 9 16 23 30	M 3 10 17 24	T 4 11 18 25	W 5 12 19 26	T 6 13 20 27	F 7 14 21 28	(19) S 1 8 15 22 29	MAY S 7 14 21 28	M 1 15 22 29	T 9 16 23 30	W 3 10 17 24 31	T 4 11 18 25	F 5 12 19 26	(20) S 6 13 20 27	JUN S 4 11 18 25	E M 5 12 19 26	T 6 13 20 27	W 7 14 21 28	T 1 8 15 22 29	F 2 9 16 23 30	(16) S 3 10 17 24
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# **INSTRUCTIONAL CALENDAR 2018-2019**

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14 21 28	15 22 29	16 23 30	24 31	25	26	20	11 18 25	12 19 26	13 20 27	14 21 28	15 22 29	23 30	24	9 16 23 30	10 17 24 31	18 25	12 19 26	13 20 27	14 21 28	15 22 29
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INSTRUCTIONAL CALENDAR 2019-2020

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INSTRUCTIONAL CALENDAR 2020-2021

# APPENDIX C

# RENTON TECHNICAL COLLEGE CREDIT INCENTIVE PROGRAM

We, the undersigned, on behalf of the Renton Technical College and the Renton Federation of Teachers, hereby agree to participate in the Renton Technical College <u>Credit</u> Incentive Program in accordance with the provisions described below. Should the Department of Retirement Systems determine that payments made to employees by the College constitute excess compensation under RCW 41.50.150 or other applicable statutes, this Appendix C will be null and void and the parties will renegotiate immediately concerning the amount and mechanics of payment for incentives.

1. Credit Incentive Program

Full-time continuing contract employees faculty are eligible to participate in the Renton Technical College Credit Incentive Program. Eligible employees may elect to receive a four-five hundred dollar (\$5400) credit incentive for completion of three (3) authorized credits or 30 clock hours taken between July 1 and June 30 of the contract year. Authorized credits are any credits recognized by the College and include the following:

- A. Three (3) quarter credit hours from an accredited college or university, and a 2.0, C or pass if taking pass/fail option, recorded on a transcript and received by Human Resources no later than June 30 for the prior year;
- B. Three (3) quarter credit hours from the Staff Development course offerings of Renton Technical College which are presented for college or university credit, recorded on a transcript and received by Human Resources no later than June 30 for the prior year;
- C. Thirty (30) clock hours of approved continuing education credits.
- D. Thirty (30) clock hours of locally approved in-service, if such in-service is qualified and approved by the College.

Eligible employees may utilize any combination of offerings under subparagraphs A through D above (e.g., two college/university quarter credit hours plus ten clock hours of approved continuing education) to satisfy the requirements of this program.\_

# APPENDIX C RENTON TECHNICAL COLLEGE INCENTIVE PROGRAM (continued)

#### 2. Optional Day(s) Incentive Program

Eligible employees may participate in the Renton Technical College Optional Day-Incentive Program. Employees may elect to receive per diem pay for up to five (5) days. (40 total hours) for paid or unpaid industry experience other than self-employment in the occupations directly related to their teaching assignments. Such directly related industryexperience must be approved in advance by the employee's designated immediate supervisor and the industry experience must occur between July 1 and June 30 of the contract year. Documentation must be received by Human Resources no later than June 30 for the prior year.

#### OR

B. As part of this incentive program, up to ten (10) percent of the eligible employees may convert a part of or all five (5) of their optional days into dollars to pay for degree granting-credits. Prior written approval from the Vice President for Instruction is required. The employee must be enrolled in an accredited college or university degree program. The total amount of dollars to any one employee will be no more than the equivalent of forty (40) hours at their current rate of pay. Documentation must be received by Human-Resources no later than June 30 for the prior year.

## OR

C. Employees may opt to apply up to forty (40) hours of compensation for program related accreditation activities. This option is available no more than every other year with the approval of the employee's immediate supervisor. Documentation must be received by Human Resources no later than June 30 for the prior year.

# 32. Payment

Employees will receive a College supplemental contract in each year reflecting eligibility toparticipate in the Renton Technical College Incentive Program. Following receipt of the official transcripts or other appropriate documentation showing completion of course work, payment due under the Credit Incentive Program will result. Following receipt of the Incentive Time Reportdocumenting participation in the optional day(s), payment due under the Optional Day(s) Incentive Program will result. Formatted: Indent: Left: 0.5"

# APPENDIX D

# LIST OF PROGRAMS

# Full-time Instructional Programs & Professional Services

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Accounting Programs Aerospace and Industrial Production Technologies Administrative Office Management Adult Basic Education/General Education Development Anesthesia Technologist Applications Developmenter Associate Degree Registered Nurse Auto Body Repair & Refinishing Automotive, Ford ASSET Automotive Technology/ ITEC Automotive Technology Band Instrument Repair Technology Central Service Technician **Civil CADD** Commercial Building Engineer Computer ApplicationsNetwork Architecture (BAS) Computer Network Technology Computer Science Construction Management and Construction Trades Preparation Contemporary Business Administration Counseling Culinary Arts Custodial Training Dental Assistant Early Childhood Careers **Electrical Plant Maintenance** Engineering Design Technology English English as a Second Language Acquisition Field Surveying Technician High School Equivalency Industrial Engineering Kitchen Major Appliance Technology Land Surveying Technician Land Surveying Technician-Geospatial Science Legal Assistant Librarian Major Appliance & Refrigeration Technology Massage Therapy Practitioner Mathematics Mechatronics Medical Assistant Medical Assistant - Phlebotomy Medical Office Programs **Natural Sciences** Nursing Assistant **Ophthalmic Assistant** Pharmacy Technician Precision Machining Technologies Professional Baking Property Maintenance Social Sciences

<del>2015-2018</del>2018-2021

68

Refrigeration Technology-Domestic/Commercial Surgical Technologist Veterinary Assistant Welding

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# <u>APPENDIX E</u>

### DISMISSAL

#### Section 1 Employee Categories Covered

Dismissal of a faculty member during the term of his or hertheir appointment shall be governed by the remaining subsections of this Appendix. It is agreed that this Appendix provides the exclusive means for resolving disputes regarding terminations and that such disputes shall not be subject to the grievance procedure of the Agreement.

#### Section 2 Sufficient Cause for Dismissal of an Employee

A faculty member shall not be dismissed prior to the written terms of the appointment except for sufficient cause.

Sufficient Cause for dismissal of an employee shall include, but be not limited to:

- a. Grounds constituting sufficient cause under RCW 28B.50.862;
- b. Incompetence in the performance of professional duties;
- c. Neglect of duties;
- d. Malfeasance;

- e. Willful violation of college rules and regulations;
- f. Gross misconduct;
- g. Sexual or other harassment;
- h. Abuse of students or staff;
- i. Theft or embezzlement of state property; or,
- j. Willful insubordination.

Misconduct of a potentially criminal or otherwise unlawful nature may be referred to the appropriate law enforcement authorities.

#### Section 3 Composition of the Dismissal Review Committee

A five (5) member Dismissal Review Committee created for the express purpose of hearing dismissal cases shall be established. The members shall include one administrator, one full-time student and three tenured faculty members.

The administrator shall be selected by the President or designee.

The student member, who shall be a full-time student, will be selected by the student body in such manner as the students shall determine or, in the absence of such action by the student body, by the College President or designee and the Union President or designee.

The three (3) tenured faculty members shall be duly elected at a general membership meeting of the Union. The faculty members for the Dismissal Review Committee shall be elected no later than October 15 of any academic year and will serve a one (1) year term. The Union will also elect three (3) tenured faculty members as alternates.

The Dismissal Review Committee will select one of its members to serve as chair. In no event shall a member of the committee sit in judgment of her/his own case, or in instances of potential conflict of interest.

In the event of a vacancy on the committee, a replacement shall be selected within (15) calendar days of the vacancy in the manner outlined above. It is understood and agreed that it may not always be practicable to identify a student member who is willing and able to serve, and the committee may proceed in the absence of the student member.

APPENDIX E DISMISSAL (continued)

#### Section 4 Preliminary Proceedings

Except in the case of reductions-in-force (which are governed by Article 13 of this Agreement), the President or designee shall provide written reasons for considering the potential dismissal of a faculty member and shall provide an opportunity for the faculty member to meet informally with the President or designee to discuss the concerns. The faculty member may have a union representative present at this meeting. The matter may be informally resolved at this point by mutual agreement. The President shall place the letter and/or any resolution agreement in the faculty member's personnel file unless mutually agreed otherwise.

## Section 5 Formal Procedures Relating to Dismissal of an Employee

If the College President determines that dismissal proceedings should be initiated, the President shall specify in writing the alleged grounds constituting sufficient cause for dismissal and shall provide such written notice to the faculty member and to the Union. The notice shall include:

- 1. A statement that the faculty member has a right to a hearing (the hearing must be held on not less than fifteen (15) calendar days' written notice).
- 2. A statement of legal authority and jurisdiction under which the hearing is to be held.
- 3. A reference to the particular College rules or policies that are involved.
- 4. A summary stating with reasonable particularity the alleged facts constituting the grounds for dismissal.

The faculty member shall have fifteen (15) calendar days from the date of the notice of dismissal to request a hearing by providing written notice of the request to the College President. The faculty member's failure to request a hearing within such time shall constitute the faculty member's acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing, or the faculty member's failure to request a hearing, shall be confirmed in writing by the College President to the faculty member, the Union, and the Board of Trustees.

## Section 6 Procedural Rights

A faculty member who timely requests a hearing shall be entitled to one formal adjudicative proceeding conducted in accordance with the Administrative Procedure Act, RCW 34.05, and shall have the following procedural rights:

- The right to confront and cross-examine witnesses, provided that, when a witness cannot appear and compelling reasons exist, the identity of the witness and a statement of the witness reduced to writing shall be disclosed to the faculty member prior to the hearing.
- 2. The right to be free from compulsion to divulge information which the faculty member could not be compelled to divulge in a criminal proceeding.
- 3. The right to be heard in the faculty member's own defense and to present witnesses, testimony and evidence on all issues involved.
- 4. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 34.05.
- 5. The right to a representative of her or his choosing who may appear and act on the faculty member's behalf at the hearing.
- 6. The right to have witnesses sworn and testify under oath.

# APPENDIX E DISMISSAL (continued)

## Section 7 Conduct of Formal Hearing

- 7.1 Appointment of Hearing Officer. Upon receipt of a timely request for a hearing, the College President shall notify the Board and request that the Board appoint an impartial and neutral hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association and not a member of this institution or the Assistant Attorney General currently assigned to the College.
- 7.2 Responsibilities of Hearing Officer. It shall be the role of the hearing officer to conduct the hearing in accordance with RCW 34.05 and this Agreement. The duties of the hearing officer include but are not limited to:
  - 7.2.1 Administering oaths and affirmations, examining witnesses and receiving evidence;
  - 7.2.2 Issuing subpoenas;
  - 7.2.3 Taking or causing depositions to be taken;
  - 7.2.4 Regulating the course of the hearing;
  - 7.2.5 Holding conferences for the settlement or simplification of the issues by consent of the parties;
  - 7.2.6 Disposing of procedural requests or similar matters;
  - 7.2.7 Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearing;
  - 7.2.8 Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;
  - 7.2.9 Assisting the Dismissal Review Committee in the conduct of its responsibilities;
  - 7.2.10 Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to employees and students, and reviewing any evidence offered by same;
  - 7.2.11 Preparing proposed findings of fact and conclusions of law and a recommended decision. Within thirty (30) calendar days after the conclusion of the formal hearing, or as soon thereafter as reasonably practicable, the written recommendation of the hearing officer will be presented to the College President, the Dismissal Review Committee, the affected faculty member, the Union, and the Board;
  - 7.2.12 Being responsible for preparing and assembling a record for review by the Board which shall include: all pleadings, motions and rulings; all evidence received or considered; a statement of any matters officially noticed including any refusal to testify on the part of any affected employee; all questions and offers of proof, objections and rulings thereon; proposed findings, conclusions of law and a recommended decision; and the recommendations of the Dismissal Review Committee;
  - 7.2.13 Assuring that a transcription of the hearing is made and that the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;
  - 7.2.14 Deciding, in accordance with RCW 34.05 and in consultation with the Dismissal Review Committee, whether the hearing or any part of the hearing shall be closed to the public or whether particular persons shall be permitted or excluded from attendance.
- 7.3 Responsibilities of Dismissal Review Committee. The responsibilities of the committee shall be to:
  - 7.3.1 Receive guidance from the hearing officer regarding the conduct of its responsibilities;
  - 7.3.2 Review the case of the proposed dismissal;
  - 7.3.3 Attend the hearing and, at the discretion of the hearing officer, call and/or examine any witnesses;
  - 7.3.4 Hear testimony from all interested parties, including but not limited to, other employees and students, and review any evidence offered by same;
  - 7.3.5 Arrive at its recommendations in conference on the basis of the evidence received into the record of the hearing. Within twenty-five (25) calendar days after the conclusion of

APPENDIX E, Section 7.3.5 DISMISSAL (continued)

the formal hearing, or as soon thereafter as reasonably practicable, the written recommendations of the committee will be presented to the hearing officer, the faculty member, the College President, and the Union.

- 7.4 Final Decision by the Board. The case shall be reviewed by the Board as follows:
  7.4.1 Board review shall be based on the record of the hearing and on any record made before the Board, except that the Board shall not receive new evidence;
  - 7.4.2 The Board may permit an opportunity for oral or written argument or both by the parties or their representatives;
  - 7.4.3 The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board. The Board shall, within a reasonable time following the conclusion of its review, notify the affected faculty member in writing of its review decision and final order. If applicable, the final order shall specify the effective date of dismissal.
- 7.5 *Effective Date of Dismissal.* The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's review decision and final order as determined at the discretion of the Board.
- 7.6 Appeals from Final Decision.
  - a. Petition for Reconsideration. The faculty member may petition the Board for reconsideration of its review decision and final order by filing a petition for reconsideration within fifteen (15) calendar days after service of the final order. The filing of a petition for reconsideration is not a prerequisite for seeking judicial review, but the time for filing a petition for reconsideration. The petition for commence until the Board disposes of the petition for reconsideration. The petition for consideration shall be deemed denied if within twenty (20) calendar days from the date the petition is filed the Board neither disposes of the petition nor serves written notice of the date by which the petition will be acted upon.
  - b. Petition for Judicial Review. The faculty member may petition for judicial review of the Board's review decision and final order by filing a petition for judicial review within thirty (30) calendar days after service of the Board's final order in accordance with the filing requirements of the Administrative Procedure Act, RCW 34.05.
  - c. Petition for Stay. The filing of a petition for reconsideration or petition for judicial review shall not stay the effectiveness of the Board's decision and final order. The faculty member may petition the Board to stay the effectiveness of its final order by filing such petition within fifteen (15) calendar days after service of the order, unless otherwise provided in the final order.

### Section 8 Suspension

Suspension by the College President during the administrative proceedings (prior to the final decision of the Board) is justified if immediate harm to the affected faculty member or others, or to the educational program, is threatened by <u>his or hertheir</u> continuance. Any such suspension shall be with pay unless reassignment has been offered to and refused by the employee.

# APPENDIX E DISMISSAL (continued)

# Section 9 Publicity

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

### Section 10 Time Limits

The term "days" as used in this Appendix means calendar days except where working days are specified. Working days are those days on the College's instructional calendar. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included.

#### **MEMORANDUM OF UNDERSTANDING** BETWEEN RENTON TECHNICAL COLLEGE AND RENTON FEDERATION OF TEACHERS

Renton Technical College (hereafter, "College") and the Renton Federation of Teachers, Local 3914 (hereafter, "Union") hereby agree that beginning in the 2013-14 school year full time teaching days will be comprised of one hundred and sixty five (165) contact days and nineteen (19) non-contact days. In conjunction with this change the academic calendar will be revised so that the length of the fall, winterand spring quarters will each be eleven (11) weeks (fifty-five (55) days) of student contact time for a total of 33 contact weeks (one hundred and sixty five (165) contact days). Summer quarter scheduling willnot be affected by this change.

The College and the Union mutually agree that part time faculty will not suffer loss in pay due toimplementation of this change.

For the 2012-13 and 2013-14 school years, as part of the Optional Days Incentive Program, full timefaculty may opt to apply the 40 hours of compensation for required curriculum changes each year. Exercising this option is subject to approval by the employee's immediate supervisor.

The College and Union mutually agree to work together to identify and implement the stepsnecessary to make this change.

FOR RENTON TECHNICAL COLLEGE

Steve Hanson, President

Signed this 5th day of June, 2012 2015-20182018-2021

FOR THE RENTON FEDERATION OF TEACHERS

Rick Geist, RFT President

4/25/12

Renton Federation of Teachers

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Renton Federation of Teachers

James Drinkwine

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**David Freeman** 

Board of Trustees

Tyler Page, Chair

Renton Technical College Steve Hanson, President

Approved as to from:

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laJ1 Assistant Attorney General

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Renton Federation of Teachers, Loca13914, WFT/AFT/AFL-CIO-Rick Geist, President

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Renton Federation of Teachers Glenda Hanson

Renton/Federation of Teachers Connie Tran

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Renton Federation of Teacher

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MEMORANDUM OF UNDERSTANDING BETWEEN RENTON TECHNICAL COLLEGE AND RENTON FEDERATION OF TEACHERS
The following Memorandum of Understanding ("MOU") is entered into by and between Renton Technical College ("RTC") and the Renton Federation of Teachers,Local 3914 ("Union"):
AGREEMENT
Whereas representatives for both parties agree that full time faculty was not discussed specific to the MOU signed on April 25,2012 specific to part time faculty contracts and 11 week quarters;AND
Whereas representatives for both parties agree that the MOU signed on April 25,2012 is not specific- as to whether full time faculty were intended to be included in the statement:
"The College and the Union mutually agree that part time faculty will not suffer loss in pay due to- implementation of this change."
It is agreed that for the 2013-2014 Academic Year, full time faculty that teach moonlight status courses will be paid the supplemental hours as calculated for employees with part time faculty status. The 2014-2015 Academic Year will be negotiated separate from this agreement or both parties will be agree to bargain the full contract.
Signed and dated this <sup>b</sup> 10 <sup>th</sup> Day of December 2013
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Tanga WY For Renton Technical College

Steve Hanson, President

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Se Euro Burrell For Renton Federation of Teachers-

De Etta Burrell, President

## MEMORANDUM OF UNDERSTANDING BETWEEN RENTON TECHNICAL COLLEGE AND RENTON FEDERATION OF TEACHERS

Renton Technical College ("College") and the Renton Federation of Teachers, Local 3914-("Union") agree that additional compensation provided to faculty through Special Assignment-Memos and stipends has been in place for more than twelve years;

And the College and the Union agree that the majority of the Special Assignment Memosassigned to faculty represent extra work performed due to the disparate workloads acrossdifferent disciplines;

The College and the Union are in general agreement that the current pay schedules need to be re-evaluated in order to address different workload between faculty and move to a new-compensation system;

And the College and the Union agree that the time necessary to study, negotiate, and implement a new workload and compensation model reaches beyond the scope of the current negotiations, therefore;

The College and the Union agree that management be allowed to continue to award additional compensation for additional work until such time as an agreement is reached or June 30, 2017, provided;

- A functional Task Force is in place by June 30, 2015 and a timeline with specific milestones is documented by August 31, 2015.
- 2) Progress updates on the Faculty Load/Compensation Task Force are made to Cabinet and RFT's executive board on a quarterly basis, commencing summer 2015.
- A procedure to govern additional compensation for part time faculty is agreed to no later than May 31, 2015, for implementation no later than summer quarter 2015.

Signed this 22nd Day of May, 2015.

Steve Hanson, President

Gary Nell, RFI President

2015-20182018-2021

78



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#### MEMORANDUM OF UNDERSTANDING BETWEEN RENTON TECHNICAL COLLEGE AND RENTON FEDERATION OF TEACHERS

Renton Technical College ("College") and the Renton Federation of Teachers, Local 3914-("Union") agree that adjunct faculty who have taught regularly at Renton Technical Collegeshould have recognition and the opportunity for benefits above those normally associated withregular adjunct employees;

And the College and the Union agree that those receiving additional benefits should also perform and represent the College in an exceptional manner;

And the College and the Union agree that additional time is necessary to craft new Associate-Faculty language for the 2015 – 2018 faculty contract, therefore;

The College and the Union agree to collaboratively continue to work on language until March-31,2016 (or sooner), that allows for

meaningful language that recognizes rigor for becoming and maintaining Associate-Faculty status,

provides for a transition period of those currently with Associate faculty status, and,

provides benefits reasonable and commensurate with those who earn and are awarded Associate Faculty Status.

Signed this 30<sup>th</sup> day of October, 2015

Kevin McCarthy, President

Gary Neill, RFT President

2015-20182018-2021

#### MEMORANDUM OF UNDERSTANDING BETWEEN

#### RENTON TECHNICAL COLLEGE AND RENTON FEDERATION OF TEACHERS

Renton Technical College ("College") and the Renton Federation of Teachers agree that in the spirit of collaboration and promoting faculty equity, that we will reopen the contract sections related to professional compensation, to review faculty salary (adjunct and full time) the week of March 4, 2019. Online compensation for low enrolled courses will be priority consideration.

Renton Technical College ("College") and the Renton Federation of Teachers also agree that we will provide up to a year (Fall 2019) for faculty to realign their course credits to ensure each quarter has a proper number of credits. These changes will be in collaboration with the dean and meet the reporting requirements of the College.

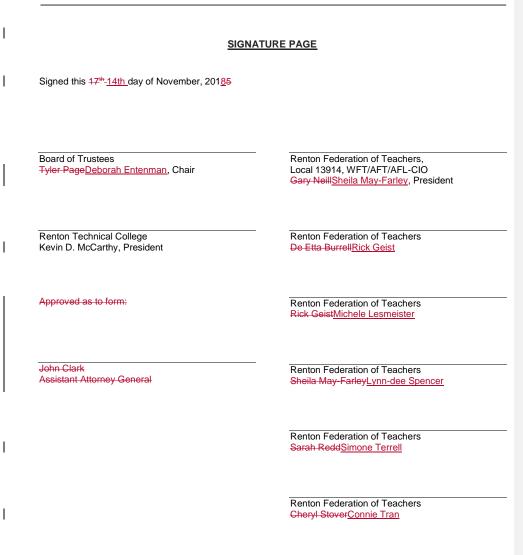
Deans will work with their adjunct faculty to attempt to ensure a class load that will minimize financial harm.

Signed on this Day of October, 2018

Kevin McCarthy, President

Sheila May-Farley, RFT President

Renton Technical College & Renton Federation of Teachers



2015-20182018-2021

# AGENDA ITEM: 5. DISCUSSION/REPORTS

SUBJECT: A.

# BOARD CONSIDERATION

X Information

Action

# BACKGROUND:

A. Canvas Tenure Review

Vice President Reyna and the Tenure Steering Committee will provide an overview of Canvas in relation to the Tenure portfolios.

B. President

President McCarthy will provide a report to the Board, subsequent to the October 17, 2018 Board meeting.

#### **RECOMMENDATION:**

# AGENDA ITEM: 5. DISCUSSION/REPORTS

**SUBJECT: C.** Administration/Finance

BOARD CONSIDERATION

X Information

Action

# BACKGROUND

1) Monthly Finance Report

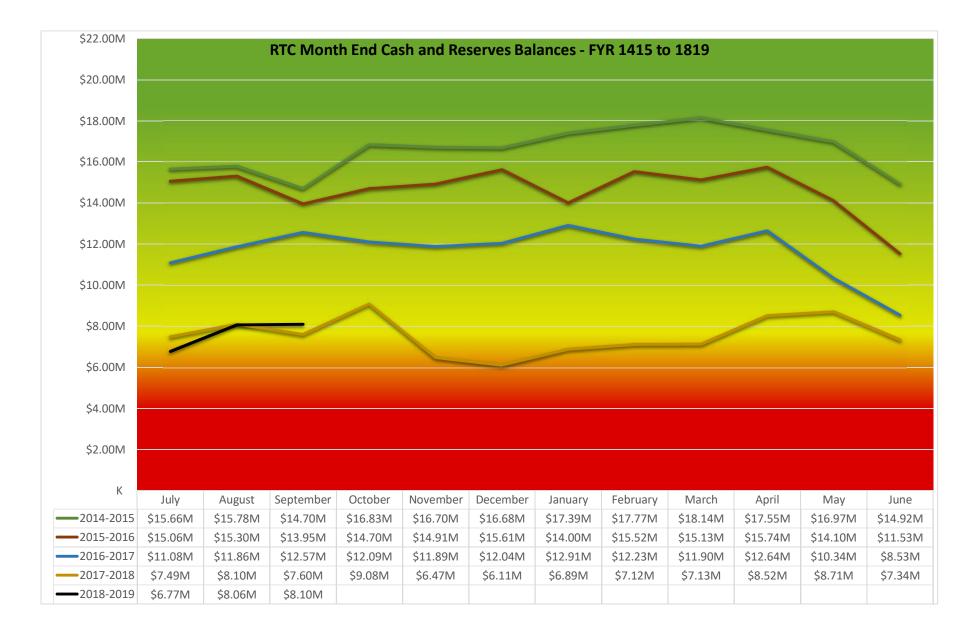
Vice President Rodriguez will provide an update to trustees on the monthly operating reports for September, 2018.

#### **RECOMMENDATION:**

#### RENTON TECHNICAL COLLEGE MONTHLY OPERATIONS REPORT FISCAL 2018-19 For the Month of September 2018

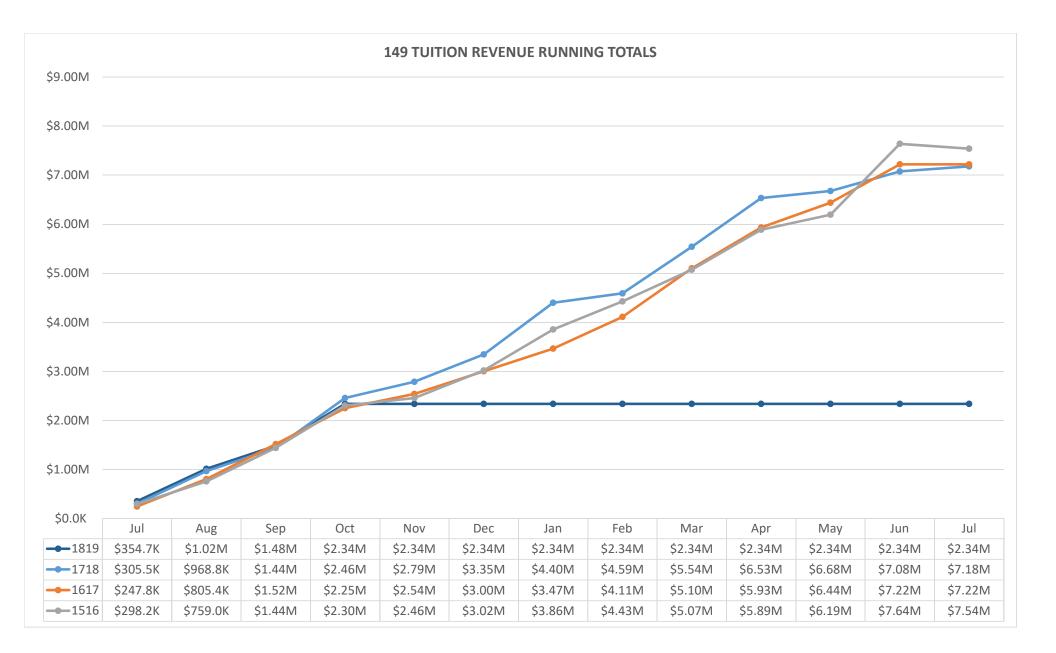
Beginning Cash Balance Add - Revenues:	Ser \$	otember 2018 - Actual 4,930,703	9	ear to Date - September 018 - Actual 4,212,016		/ear to Date - ptember 2018 - Budgeted		lget Variance - Favorable Infavorable)
Tuition & Fees - Funds 060 148 149 561	\$	694,801	\$	2,741,950	\$	2,375,000	\$	366,950
Grants and Contracts	\$	183,885	\$	411,360	\$	660,429	\$	(249,070)
Student Government	\$	53,650	\$	181,443	\$	142,086	\$	39,357
Bookstore	\$	111,500	\$	171,227	\$	201,782	\$	(30,554)
Security/Parking	\$	51,203	\$	161,127		1,500		159,627
Culinary Arts - Food Services	\$	138,689	\$	378,146	\$	317,142		61,004
Interest Income	\$	9,335		13,769	\$	-	\$	13,769
Rental Income - Excluding Catering	\$	150	\$	50,944	\$	-	\$	50,944
Scholarship and Student Loan Funds Received	\$	936,115	\$	1,986,945	\$	113,365	\$	1,873,580
Budgeted From Fund Balance/Reserves	\$	-	\$	-	\$	-	\$	-
Net Operating Revenues	\$	2,179,328	\$	6,096,910	\$	3,811,303	\$	2,285,607
Add - State Allocation - Payroll & Benefits	\$	1,753,078	\$	5,004,813	\$	-		
State Allocation - VPA Expense	\$	48,531	\$	346,435	\$	-		
Capital Allocation	\$	421,378		465,854	\$	-	<u> </u>	010 000
Total State Funding (1)	\$	2,222,987	\$	5,817,103	\$	4,998,737	\$	818,366
Total Revenues	\$	4,402,314	\$	11,914,013	\$	8,810,040	\$	3,103,972
Less - Expenses: Salaries - A	\$	1,534,864	ć	4,438,437	\$	5,106,262	ć	667,825
Benefits - B	\$	535,295		4,438,437	· ·	1,725,711		137,943
Goods and Other Services- E	\$	737,468		1,333,649		1,608,046		274,397
Cost of Goods Sold - F	\$	93,731		165,650		203,750		38,100
Travel - G	\$	28,875		59,404	\$	60,183		778
Equipment - J	\$	(35,884)		21,106	· ·	76,550	\$	55,444
Computer Equipment - K	\$	27,494	\$	101,087	\$	500	\$	(100,587)
Financial Aid - N	Ş	1,336,326	Ş	2,948,121	Ş	-	\$	(2,948,121)
Bad Debt - W	Ş	6,623	\$	6,032	\$	-	\$	(6,032)
Total Expenses	\$	4,264,792	\$	10,661,529	\$	8,781,002	\$	(1,880,527)
					-			•••••
Net Operating Surplus (Deficit)	\$	137,522	\$	1,252,484	\$	29,039	\$	1,223,445
Other Sources (Applications) of Cash:								
Changes in Petty Cash; Accts. Receivable & Accts. Payable; Inventory	\$	(104,146)	\$	(348,956)				
Decrease/ (Increase) in Investments & Bond Amortizatior	\$	(8,731)	\$	(10,654)				
Payment of Bldg. & Innovation Fee to State	\$	(21,954)	\$	(171,496)				
Land Purchase	\$	-	\$	-	-			
Total Other Sources (Applications) of Cash	\$	(134,831)	\$	(531,106)	-			
Ending Cash Balance	\$	4,933,394	\$	4,933,394	-			
Add College Reserves:								
Local Government Investment Pool (LGIP)	\$	950,236	Ś	950,236				
Investment Bonds held in trust by US Bank	\$	2,212,083	\$	2,212,083				
Total Reserves	\$	3,162,319	\$	3,162,319	-			
Total Cash and College Reserves	\$	8,095,713	\$	8,095,713				
		Actual %		Actual		Budgotod	D4	
Total Current State Allocation		Actual %	ć	Actual 19,513,689	ć	Budgeted	ьиа	get vs Actual % 100.8%
Allocation Used - Year to Date		100.0% 27.4%		5,351,248	\$ \$	19,671,049 4,917,762		91.9%
Remaining State Allocation		72.6%		14,162,441	\$	14,753,287		104.2%
		, 2.3/0	4	,,	7	,. 33,237		-0-112/0

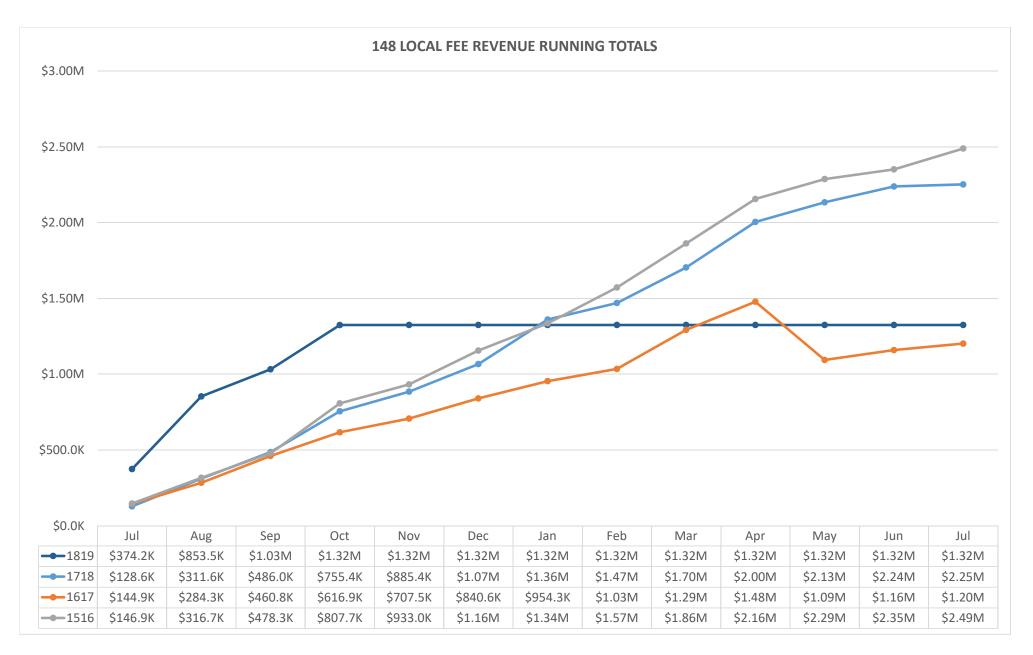
(1) YTD spending should match budgeted - If greater than budgeted then spending too fasi

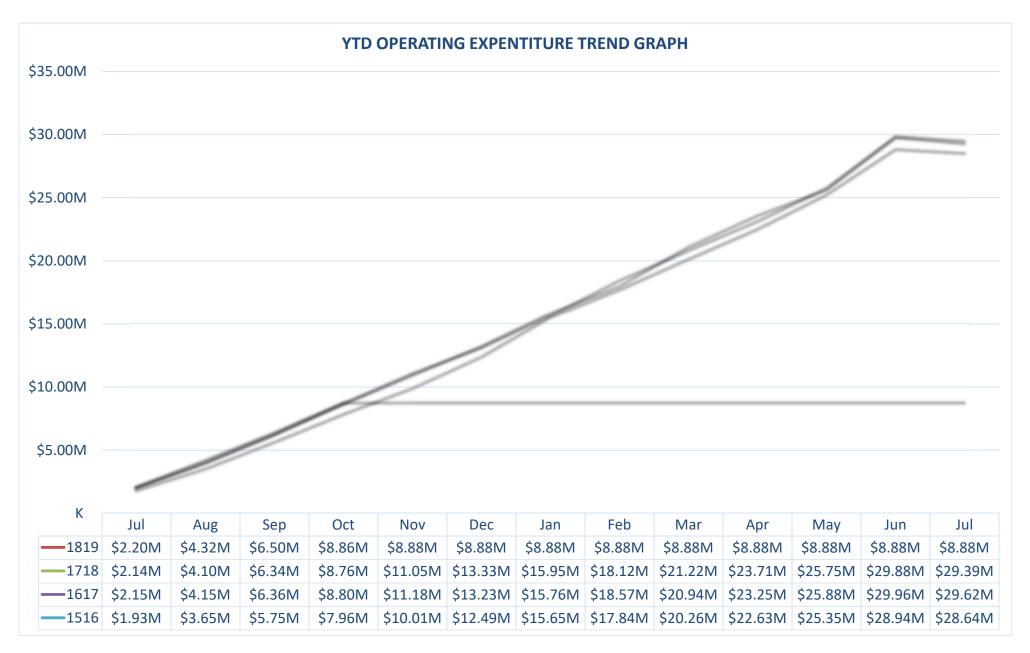


FY1819 OPERATING FUNDS VARIANCE REPORT							% of Fiscal YR:	11/7/201	
eptember Month-End						% of Bdgt Exp % of Rev Ex		% of Bdgt Rev	
By FUND							EXP/BDGT	EXP/REV	REV/BDGT
State Allocation		BDGT	\$23,682,902.00						
101,PS0,3E0,BD1,BG1,BK1,CE1,123	101	EXP	\$5,346,323.81				22.57%	27.38%	82.45%
*		REV (Alloc)	\$19,527,189.00						
Local Fees	~	BDGT	\$801,635.00						
	148	EXP	\$255,915.54				31.92%	24.78%	128.81%
**		REV	.,,,						
Local Tuition	6	BDGT	\$6,696,162.00						
	149	EXP	\$868,624.13				12.97%	58.55%	22.15%
		REV	\$1,483,533.26						
Running Start	Ь	BDGT	\$202,520.00						
	145	EXP	\$24,706.48				12.20%	0.00%	0.00%
		REV	\$0.00						
TOTALS		BDGT	\$31,383,219.00						
		EXP	\$6,495,569.96				20.70%	29.47%	70.24%
***		REV	\$22,043,322.44						
BY OBJ, ALL FUNDS COMBINED	FUNDS COMBINED BDGT EXP EXP/BDGT			NOTES					
SALARIES	Α		\$18,355,586.00	\$3,835,472.09	20.90%	* Per allocation #2 ** 148 revenue includes:			
BENEFITS	В		\$6,141,751.00	\$1,397,418.52	22.75%				
PERSONAL SERVICES CONTRACTS	С								
			\$0.00	\$274.84	0.00%				
GOODS & SERVICES	E		\$0.00 \$6,065,799.00	\$274.84 \$747,452.98	0.00% 12.32%	\$14	18,686 mechatron	ics donation	
GOODS & SERVICES COST OF GOODS SOLD	_		1			\$14		ics donation	
	F		\$6,065,799.00	\$747,452.98	12.32%	\$14 \$38	18,686 mechatron	ics donation property	ī.
COST OF GOODS SOLD	F G		\$6,065,799.00 \$65,000.00	\$747,452.98 \$0.00	12.32% 0.00%	\$14 \$38	48,686 mechatron 3,232 income from	ics donation property	i.
COST OF GOODS SOLD TRAVEL	F G J,K		\$6,065,799.00 \$65,000.00 \$166,291.00	\$747,452.98 \$0.00 \$31,073.70	12.32% 0.00% 18.69%	\$14 \$38	48,686 mechatron 3,232 income from	ics donation property	
COST OF GOODS SOLD TRAVEL CAPITAL OUTLAYS & SOFTWARE	F G J,K N		\$6,065,799.00 \$65,000.00 \$166,291.00 \$438,792.00	\$747,452.98 \$0.00 \$31,073.70 \$116,593.53	12.32% 0.00% 18.69% 26.57%	\$14 \$38	48,686 mechatron 3,232 income from	ics donation property	
COST OF GOODS SOLD TRAVEL CAPITAL OUTLAYS & SOFTWARE GRANTS BENEFITS & CLIENT SVCS	F G J,K N P	Revenue Bdgt	\$6,065,799.00 \$65,000.00 \$166,291.00 \$438,792.00 \$0.00	\$747,452.98 \$0.00 \$31,073.70 \$116,593.53 \$0.00	12.32% 0.00% 18.69% 26.57% 0.00%	\$14 \$38	48,686 mechatron 3,232 income from	ics donation property	
COST OF GOODS SOLD TRAVEL CAPITAL OUTLAYS & SOFTWARE GRANTS BENEFITS & CLIENT SVCS DEBT SERVICE	F G J,K N P S	Revenue Bdgt Revenue Bdgt	\$6,065,799.00 \$65,000.00 \$166,291.00 \$438,792.00 \$0.00 \$150,000.00	\$747,452.98 \$0.00 \$31,073.70 \$116,593.53 \$0.00 \$0.00	12.32% 0.00% 18.69% 26.57% 0.00% 0.00%	\$14 \$38	48,686 mechatron 3,232 income from	ics donation property	
COST OF GOODS SOLD TRAVEL CAPITAL OUTLAYS & SOFTWARE GRANTS BENEFITS & CLIENT SVCS DEBT SERVICE INTERAGENCY REIMBURSEMENTS	F G J,K N P S T		\$6,065,799.00 \$65,000.00 \$166,291.00 \$438,792.00 \$0.00 \$150,000.00 \$0.00	\$747,452.98 \$0.00 \$31,073.70 \$116,593.53 \$0.00 \$0.00 \$0.00	12.32% 0.00% 18.69% 26.57% 0.00% 0.00% 0.00%	\$14 \$38	48,686 mechatron 3,232 income from	ics donation property	

FY 1819 OPERATING P&L REPOR	т		STATE	LOCAL FEES	LOCAL TUITION	RUNNING START	11/7/2018
September Month-End		101	148	149	145	TOTAL	
YTD REVENUE			\$19,527,189.00	\$1,032,600.18	\$1,483,533.26	\$0.00	\$22,043,322.44
YTD EXPENDITURES SA	ALARIES & WAGES	Α	\$3,668,792.98	\$77,735.39	\$72,368.72	\$16,575.00	\$3,818,897.09
	BENEFITS	В	\$1,278,520.66	\$22,254.08	\$91,585.56	\$5,058.22	\$1,392,360.30
PERSONAL SERVICES CONTRACTS		С	\$0.00	\$0.00	\$274.84	\$0.00	\$274.8
GOODS & SERVICES		Е	\$23,108.69	\$96,488.39	\$625,077.05	\$2,778.85	\$744,674.13
COST OF GOODS SOLD		F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TRAVEL	G	\$8,617.18	\$1,220.18	\$20,941.93	\$294.41	\$30,779.29
	CAPITAL OUTLAYS	J	\$0.00	\$0.00	\$15,825.53	\$0.00	\$15,825.53
	SOFTWARE	К	\$0.00	\$58,217.50	\$42,550.50	\$0.00	\$100,768.00
GRANTS BENEF	ITS & CLIENT SVCS	Ν	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	DEBT SERVICES	Р	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INTERAGENCY REIMBURSEMENTS		S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INTRAAGENCY REIMBURSEMENTS		Т	\$367,284.30	\$0.00	\$0.00	\$0.00	\$367,284.30
DEPRECIATION, AMORTIZATION, BAD DEBT		W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURES			\$5,346,323.81	\$255,915.54	\$868,624.13	\$24,706.48	\$6,495,569.96
NET OPERATING RESOURCES			\$14,180,865.19	\$776 <i>,</i> 684.64	\$614,909.13	(\$24,706.48)	\$15,547,752.48
STATE	LOCA	AL FE	ES	LOCAL T	UITION	RUNNII	NG START
\$25,000,000.00	\$1,200,000.00			\$1,600,000.00		\$30,000.00	
\$20,000,000.00	\$1,000,000.00	_		\$1,400,000.00		\$25,000.00	
\$20,000,000.00	\$800,000.00			\$1,200,000.00		\$20,000.00	
\$15,000,000.00				\$1,000,000.00 \$800,000.00		\$15,000.00	
\$10,000,000.00	\$600,000.00			\$600,000.00			
άτ. 2020. 2020. 202	\$400,000.00			\$400,000.00		\$10,000.00	
\$5,000,000.00	\$200,000.00	-		\$200,000.00		\$5,000.00	
\$0.00	\$0.00			\$0.00	140	\$0.00	145
000			148	149		145	
■ YTD REVENUE ■ TOTAL EXPENDITURES	■ YTD REVENUE	TOTA	L EXPENDITURES	VTD REVENUE	TOTAL EXPENDITURES	■ YTD REVENUE	TOTAL EXPENDITURES







# AGENDA ITEM: 5. DISCUSSION/REPORTS

**SUBJECT: D.** Board of Trustees

BOARD CONSIDERATION							

Information

X Action

## BACKGROUND

1) Tenure Materials Available on Canvas

Canvas portfolios are available for Trustee review of tenure advancement candidates up for approval at the December, 2018 Board meeting.

2) ACCT Leadership Conference Report

Trustees Page, Palmer, and Unti attended the ACCT Leadership Congress in NY, NY October 24-27, 2018, and will report out to fellow trustees.

- 4) Board Liaison Reports
  - a) RTC Foundation Trustee Page will provide an update from the RTC Foundation.
  - b) RTC Advisory Board Trustee Palmer will provide an update from the RTC Advisory Board.

## **RECOMMENDATION:**

AGENDA ITEM: 6. MEETINGS

SUBJECT:

BOARD CONSIDERATION

X Information

Action

## BACKGROUND:

The next regular meeting of the Board of Trustees will be held on December 12, 2018 at 3:00 p.m.

## **RECOMMENDATION:**

AGENDA ITEM: 7. EXECUTIVE SESSION

SUBJECT:

BOARD CONSIDERATION

**X** Information

Action

#### **BACKGROUND:**

- A) An Executive Session may be held for any reason allowable under the Open Public Meetings Act; RCW 42.30.110 or RCW 42.30.140(4).
- B) Announcement of time Executive Session will conclude.

#### **RECOMMENDATION:**

# AGENDA ITEM: 8. EXECUTIVE SESSION

SUBJECT: A. Action

**BOARD CONSIDERATION** 

Information

X Action

BACKGROUND:

#### **RECOMMENDATION:**

# AGENDA ITEM: 9. ADJOURNMENT

SUBJECT:

BOARD CONSIDERATION

Information

X Action

## BACKGROUND:

### **RECOMMENDATION:**

Motion required.