



WALLA WALLA COMMUNITY COLLEGE

**Contract Between The
Board Of Trustees of Community College
District No. 20
And The
Walla Walla Community College
Association For Higher Education
2019-2022**

Table of Contents

PREAMBLE	1
Article 1 Recognition	1
Article 2 Status of the Contract.....	2
Article 3 Conformity to Law	2
Article 4 Distribution of the Contract.....	2
Article 5 Contracting Out	3
Article 6 Management Rights	3
Article 7 Association Rights.....	3
7.9 Membership	4
7.10 Voluntary Dues Payments.....	4
7.11 Hold Harmless	4
Article 8 Labor/Management Communication Committee.....	4
Article 9 Academic Employee Protection.....	5
9.1 Legal Protection.....	5
9.2 Academic Freedom.....	6
Article 10 Academic Employee Rights.....	6
10.1 Individual Rights.....	6
10.2 Safe Working Conditions.....	6
10.5 Right to Due Process	6
10.6 Personnel Files	7
10.7 Selection of Full-time Faculty	7
Article 11 Faculty Responsibilities	7
11.1 Basic Function and Responsibility.....	7
11.2 Teaching/Equivalent Responsibilities	8
11.3 Advising	8
11.4 Professional Development	9
11.5 Professional Accomplishments	9
11.6 Service to the College.....	9
Article 12 Participation in College Governance.....	9
Article 13 Copyrights and Patents	9
Article 14 Travel.....	10
Article 15 Professional Meetings	10
Article 16 Class Audit and Enrollment	10
Article 17 Insurance Plan and Related Benefits.....	11
17.4 Voluntary Employees' Beneficiary Association (VEBA)	11
Article 18 Absences and Leave	11
18.1 Notice Required	11
18.3 Leave of Absence	12
Article 19 Replacements for Personnel on Leave.....	12
Article 20 Personal Leave	13
Article 21 Civil Duty Leave	13
Article 22 Government Service Leave	13
Article 23 Work Related Injury/Illness Leave	13
Article 24 Family Medical Leave.....	14
Article 25 Sick Leave.....	14
25.1 Accrual.....	14
25.3 Use of Sick Leave	15
25.4 Reporting	16
25.5 Transferability	16
25.6 Reinstatement.....	16

25.7	Annual Sick Leave Cash Out	16
25.8	Sick Leave Cash Out Separation	17
Article 26	Bereavement Leave	17
Article 27	Sabbatical Leave.....	17
27.2	Purpose	17
27.4	Approval.....	18
27.5	Compensation.....	18
27.6	Outside Funding.....	18
27.7	Procedure	18
27.8	Award Criteria	19
27.9	Leave Contract.....	19
27.10	Employee Rights.....	19
Article 28	Workload.....	20
28.1	Duration and Composition.....	20
28.2	Work Assignments	20
28.3	On-Campus Requirement	20
28.4	Contact Hours.....	20
28.12	Work Schedule.....	21
28.13	Syllabi Requirements	21
28.14	Off-Campus Assignments	21
28.15	Multiple Sections of Courses.....	22
Article 29	eLearning	22
Article 30	Evaluation	22
30.3	Purpose:	22
30.4	General Evaluation Process.....	23
30.5	Process for Probationary (Tenure-Track) Faculty:.....	24
30.6	Process for Tenured Faculty	25
30.7	Process for Special Funded Annual Faculty.....	25
Article 31	Professional Development Program	27
31.1	Purpose	27
31.2	Professional Development Plan	27
31.3	Three Year Professional Development Compliance Period	28
31.4	Professional Development Activities	28
Article 32	Professional Development Committee.....	28
32.1	Purpose	28
32.2	Duties	29
32.3	Composition.....	29
Article 33	Exceptional Faculty Awards Program	29
33.1	Authority.....	29
33.2	Eligibility.....	30
33.3	Utilization of Funds	30
33.4	Amount of Awards.....	30
33.5	The Application Form.....	30
33.8	Annual Achievement Awards Criteria:	31
Article 34	Tenure and Promotion.....	31
34.2	Authority.....	32
34.3	Composition of Tenure Review Committee	32
34.4	Duties of Tenure Review Committee.....	32
34.5	Required Tenure Review Committee Action.....	33
34.6	Extension of Probation Period.....	34
34.7	Tenure Purchase Agreement	35
Article 35	Dismissal.....	37

35.1	Sufficient Cause.....	37
35.2	Dismissal Review Committee.....	37
35.3	Charges.....	38
35.4	Hearing Procedure for Dismissal.....	38
Article 36	Reduction-in-Force.....	39
36.1	Termination of Faculty Appointments.....	39
36.3	Lay-Off Units.....	39
36.4	Seniority.....	40
36.5	Order of Reduction.....	40
36.6	Notification of Lay-Off.....	41
36.7	Financial Emergency.....	41
36.8	Appeal Rights.....	42
36.9	Recall Rights.....	42
36.10	Special Provisions.....	42
Article 37	Part-Time Faculty.....	43
37.1	Fringe Benefits.....	43
37.2	Personnel Files.....	43
37.3	Appointment Notices.....	43
37.4	Salary Payment.....	44
37.5	Office Hours.....	44
37.6	Sick Leave.....	44
37.7	Shared Leave.....	45
37.8	Sick Leave Cash-Out.....	45
37.9	Rate of Leave Earned.....	45
37.10	Professional Development Fund.....	45
37.11	Attendance at Professional Development Activities and Meetings.....	45
37.12	Process for Evaluating Part-Time Faculty.....	46
Article 38	Grievance Procedure.....	46
38.1	Definition and Procedure.....	46
38.2	Time Limits.....	47
38.3	Arbitration.....	47
38.4	Jurisdiction of the Arbitrator.....	47
38.5	Fees and Expenses, Decision of Arbitrator.....	47
38.6	Records.....	47
Article 39	Salary Schedule.....	48
39.1	Legislative Authorization.....	48
39.2	Placement of New Academic Full Time Employees.....	48
39.3	Advancement on the Full Time Salary Schedule.....	48
39.4	Part-time, Moonlight/Overload Faculty Salary Schedule.....	48
39.5	Salary Increase Provisions.....	49
Article 40	Individual Contracts.....	49
Article 41	Payment.....	50
41.3	Other Deductions.....	50
Article 42	Uninterrupted Instructional Activities.....	50
Article 43	Duration.....	51
Appendix A:	Administrative and Exempt Positions.....	52
Appendix B:	Lay-Off Units.....	53
Appendix C:	Full Time Faculty Salary Schedule.....	54
Appendix D:	Part Time, Moonlight/Overload Faculty Salary Schedule.....	54
Appendix E:	Transition from the 2016-2019 Salary Schedule to the 2019-2022 Salary Schedule.....	54

PREAMBLE

This Contract is made and entered into by and between the Board of Trustees of Community College District No. 20, hereinafter called the "Employer" or "District", and the Walla Walla Community College Association for Higher Education affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association." The terms "District" and "Employer" used hereinafter shall mean the Board of Trustees or its lawfully delegated representatives.

Article 1 Recognition

- 1.1 The Employer recognizes the Association as the bargaining representative for all academic employees employed by the District for the purposes of exercising all rights accorded the Association by state law and the terms and conditions of this Contract. "Academic employee" means any teacher, counselor, librarian, or department head, who is employed by the District, whether full or part-time, with the exception of the president and any administrator, who performs administrative functions as at least fifty percent (50%) or more of their assignments and/or has responsibilities to hire, dismiss or discipline faculty members.
- 1.2 Excluded from the bargaining unit are all employees of the District who do not meet the definition of "academic employee" as defined herein. Should a question arise whether an exempt position is included or excluded from the bargaining unit, the Board or its designee shall meet with the Association and attempt to resolve the difference. Appeals may be taken by either party pursuant to the Public Employment Relations Commission rules.
- 1.3 The administrative or exempt positions excluded from the bargaining unit are identified in Appendix A.
- 1.4 In the event additional administrative or exempt positions are created by the Employer during the duration of this Contract, such classifications which are substantially similar to that in Appendix A shall also be exempt from such recognition or inclusion. In the event additional administrative or exempt positions are created by the Employer during the duration of this Contract, the Association shall be notified by the Human Resources Office of any position descriptions that include the duties of academic employees, including teaching, counseling, and library faculty. The Association will be notified prior to finalization of the position announcement.
- 1.5 The Employer will not interfere with the legal right of faculty employees to organize, join, and support the Association for whatever purpose in which it may legally engage. The Employer agrees it will not discriminate against any faculty employee because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the duly established grievance procedure.
- 1.6 The Association is the authorized representative of the faculty to bargain faculty working conditions and compensation. These shall include duties and compensation of faculty performing paid leadership responsibilities. Proposed changes in the duties,

responsibilities, or compensation of faculty performing division/department chair responsibilities are subject to the negotiation of the Administration and the Association. Division Chairs may choose reassigned time or a stipend equivalent to the cost of an instructional replacement at the part-time faculty full-enrollment pay. Current descriptions of faculty leadership are found in Appendix F.

Article 2 Status of the Contract

- 2.1 This Contract shall supersede any rules, regulations, policy, resolutions, or practices of the Employer which shall be contrary to or inconsistent with its terms to the extent that it is contrary to or inconsistent.
- 2.2 All items agreed upon during negotiations and reduced to writing are final and binding on both parties for the duration of this Contract and may be modified during the life of this Contract only by mutual consent of both parties. Requests to negotiate additional terms to this Contract during its duration shall also require mutual agreement. Existing policies, rules, regulations, procedures or practices not in conflict with this Contract may remain in full force and effect at the discretion of the Board.
- 2.3 Unless specifically stated, nothing in this Contract shall be interpreted or applied to reduce current individual salary rates. Changes in policies or conditions which are negotiable under RCW 28B.52.030, but are not a part of this Contract, may be adopted by the Board provided the Association is notified of the proposed changes. The Association shall be notified in writing of the proposed changes at least 10 days prior to adoption.

Article 3 Conformity to Law

Any provision of this Contract which may be adjudged by a court of competent jurisdiction to be in conflict with any federal law or state law or regulation of the Washington State Board for Community and Technical Colleges present or subsequent shall become inoperative to the extent or duration of such conflict. Since it is not the intent of either party here to violate such laws, it is agreed in the event of a conflict between any provisions of this Contract and such federal or state law or regulation of the Washington State Board for Community and Technical Colleges, the remainder of this Contract shall remain in full force and effect. The parties agree to meet for the purpose of negotiating substitute provisions within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

Article 4 Distribution of the Contract

Within thirty (30) days following ratification of this Contract, the District shall distribute to all contracted full-time and part-time employees an electronic copy of the complete Contract. Full-time employees new to the District shall be provided a copy of the Contract by the District upon issuance of their individual contract and such Contract shall be available to all applicants on the Employer's web page.

Article 5 Contracting Out

The Board will bargain with the Association concerning the effects of any proposed subcontracting of work customarily performed by academic employees.

Article 6 Management Rights

- 6.1 All management and decision-making responsibility for the District is vested exclusively with the Employer. The management and decision-making rights shall be limited only by the express terms of this Contract. All matters not specifically and expressly covered by the language of this Contract may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.
- 6.2 The Employer shall adopt policies, rules, and procedures, as it may deem appropriate, to correct safety and health hazards and deficiencies relating to District property, activities, and operations.

Article 7 Association Rights

- 7.1 Any representative of the Association who is mutually scheduled by the parties to participate during instruction or non-instruction periods in Employer/employee conferences shall suffer no loss of pay.
- 7.2 The Employer shall furnish the Association, upon request, information required to perform its representation functions. Requests for information shall be made in writing and directed to the Vice President of Human Resources.
- 7.3 Association meetings or Association committee meetings when scheduled shall not interrupt classroom assignments or scheduled office hours for those individuals involved. General membership meetings of the Association shall be scheduled through Facility Services and follow the regulations and procedures for use of campus facilities and equipment. No charge shall be made for the Association's use of District rooms.
- 7.4 The Association and its affiliates shall have the right to post notices of their activities and matters of Association concerns on college bulletin boards. The Association and its affiliates shall have the right to use the internal college mail service and employee mailboxes for communication with academic employees.
- 7.5 The Association shall receive within the first month of each academic year the names, home addresses, telephone numbers (if public information), and assigned work locations of all members of the bargaining unit.
- 7.6 Association representatives shall have reasonable access during normal college hours to all buildings in which members of the bargaining unit work, provided that such access does not disrupt the learning process and advance notification is given to the office of the President.

7.7 Release time will be provided the Association representative(s) to conduct Association business if prior approval is received from the President or President's designee.

7.8 The AHE President shall receive a yearly stipend in accordance with Appendix C. In lieu of this stipend, one-third release time may be provided the AHE President.

7.9 Membership

No employee shall be required to join the Association.

7.10 Voluntary Dues Payments

Full-time academic employees have the right of automatic payroll deduction of Association membership dues and fees.

A. It is the Association's responsibility to provide an automatic payroll authorization form to academic employees. Once an academic employee has signed the automatic payroll authorization, dues deduction shall be effective on the first of the month following the month in which the form is received by the payroll office unless the form is received on the first working day of the month in which case the deduction will be effective the month in which it is received. Thereafter, the deduction will be continuous from year to year unless revoked in accordance with section C below.

B. On or before September tenth of each year, the Association shall provide a table of prorated annual dues, assessments, and fees to the Payroll Office.

C. Revocation of membership shall be made by an academic employee, in writing, to the Association with a copy to the Payroll Office and shall become effective on the first of the month following the month in which the form is received by the Payroll Office unless the form is received on the first working day of the month in which case the deduction will be effective the month in which it is received.

7.11 Hold Harmless

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

Article 8 Labor/Management Communication Committee

8.1 The Employer and the Association endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, a Labor/Management Communication Committee will be established. The purpose of the committee is to provide communication between the parties, to share information and concerns and to promote constructive, respectful, meaningful, and cooperative labor management relations.

- 8.2 Either party may propose items for discussion on topics which may include, but are not limited to: administration of this Agreement, changes to applicable law, legislative updates, organizational change, improvement in systems and processes, resolving workplace and service delivery problems, quality of work life for employees, and/or more productive and efficient service delivery. The committee will meet, discuss, exchange, and consider information of a group nature and general interest to both parties.
- 8.3 The Employer and Association will be responsible for the selection of their own representatives.
- 8.4 Meetings may be called by either party. Committee meetings will be scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date.
- 8.5 The committee established under this Article will be used for discussions only, and the committee will have no authority to conduct any negotiations, bargain collectively, or modify any provision of this Agreement. The committee activities and discussions will not be subject to the grievance procedure.
- 8.6 Nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce its rights or prerogatives as outlined elsewhere in this contract.

Article 9 Academic Employee Protection

9.1 Legal Protection

The Board agrees to hold employees harmless and defend from any financial loss including reasonable attorneys' fees for actions arising out of any claim, demand, suit, criminal prosecution, or judgment by reason of any act or failure to act by such employees within or without the District, provided such employee, at the time of the act or omission complained of, was acting within the scope of their employment or under the direction of the Board, as provided below.

- A. As provided for in RCW 28B.10.842 whenever any action, claim, demand, suit, criminal proceeding, judgment, or proceeding is instituted against an employee arising out of the performance or failure of performance of duties for the College, within or without the District facilities, the Board of Trustees shall grant a request by an employee that the Attorney General be authorized to defend such action, claim, demand, suit, criminal proceeding, and the cost of defense of such action shall be paid from the appropriation made for the support of the District provided that the Board has made a finding and determination by resolution that the employee was acting in good faith. If the Board is unable to reach any decision on the matter, the Attorney General is authorized to grant a request.
- B. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim, or proceeding shall be paid from the State's Tort Claims Revolving Fund pursuant to the provisions of RCW 4.92.130 through 4.92.220 as now or hereafter amended.

9.2 Academic Freedom

Each employee is entitled to freedom in the classroom in the discussion and presentation of the subject he/she teaches.

Article 10 Academic Employee Rights

10.1 Individual Rights

Academic employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of academic employees due to race, creed, color, marital status, sex, age (over 40), sexual orientation, including gender expression/identity, genetic information, national origin, the presence of any sensory, mental, or physical disability, the use of a trained guide dog or service animal by a person with a disability, or status as a Vietnam and/or disabled veteran, National Guard member or reservist, in accordance with Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and any other applicable federal and Washington State laws against discrimination.

10.2 Safe Working Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being or the health, safety or well-being of students as determined by the Washington Industrial Safety and Health Act. Both parties agree to abide by the terms of the Washington Industrial Safety and Health Act.

10.3 Any academic employee who is threatened with bodily harm by an individual or a group while carrying out their assigned duties shall immediately notify the appropriate administrator. The administrator shall notify the President of the incident and take immediate steps in cooperation with the employee to provide every reasonable means of protection.

10.4 A faculty member teaching at any of the educational facilities of WWCC shall have authority to remove or deny admittance of any student who is deemed to be a threat to the safety of the faculty member and/or students consistent with the Student Code of Conduct. In an event involving a faculty member teaching at one of WWCC's contracted correctional educational facilities, such action shall be in accordance with the Agreement between the State Board for Community and Technical Colleges and the Department of Corrections.

10.5 Right to Due Process

No employee shall be reprimanded, disciplined, or reduced in compensation without just cause. In any event, any charges which are made shall be reduced to writing and made available to the employee. An employee shall have the right to have one Association representative of the employee's choice present at any meeting wherein the employee believes they may be reprimanded, disciplined, or denied rights available under this

Contract. Nothing herein shall be construed to preclude a Vice President or other appropriate administrative person from attempting to resolve problems with an employee in confidence. Matters relating to tenure, dismissal and layoff shall be covered in Articles 34, 35, and 36 respectively and such instances shall not be covered by this subsection.

10.6 Personnel Files

Each employee shall have the right, upon request, to review and inspect the contents of their personnel file. A copy of any material to be placed in an employee's personnel file shall be given to the employee at the time. The employee shall have the right to attach a full and complete rebuttal statement to any derogatory material placed in their file. Material may be expunged from the file upon mutual agreement of the employee and the appropriate Vice President. Nothing herein shall preclude the District from maintaining payroll and related administrative records outside of an individual employee's personnel file.

10.7 Selection of Full-time Faculty

- A. It is the intent of the Employer and Association that personnel selection practices be designed to ensure high standards of excellence in all phases of district operations, satisfy the standards of regional and national accrediting organizations, and provide for a professional staff and faculty representing a wide range of educational and professional experience. Personnel practices and standards shall be consistent with the requirements of WAC 131-16-080 and 131-16-091.
- B. The Employer and Association are committed to ensuring the most qualified educators available are hired to fill funded full-time vacancies, consistent with our commitments to affirmative action, equal opportunity, campus diversity, and shared governance. The Association recognizes that the Board of Trustees has full authority and responsibility for the staffing and operation of the College. The Board may, at its discretion, delegate its appointing authority. Hiring decisions are the responsibility of the appointing authority. The Employer reserves the right to not fill a position, reject all applicants, reopen a position, or make an appointment.
- C. Posting Positions: Tenure-track positions, and when possible all other full-time positions, will be posted on the Employer web site for a minimum of ten (10) days. This posting requirement does not preclude the appointment of more than one candidate from a single recruitment posting or the use of an established candidate pool to fill the same or similar future tenure-track vacancies.

Article 11 Faculty Responsibilities

11.1 Basic Function and Responsibility

Full-time teaching faculty are credentialed, professional educators with the primary responsibility of providing a quality education for all WWCC students. The relationship of the faculty member to the student is one of teacher, mentor, and facilitator of learning.

The five categories and specific responsibilities listed below constitute a faculty member's assignment.

11.2 Teaching/Equivalent Responsibilities

Teaching includes both teaching and teaching-related activities. Teaching-related activities encompass classroom preparation, curriculum development, textbook orders, grading, availability during office hours, and development and preparation of student outcomes assessment. Specific responsibilities are:

1. Teach assigned classes at scheduled time and place.
2. Demonstrate professional skills appropriate to the teaching assignment.
3. Provide each student with a comprehensive syllabus at the beginning of the quarter.
4. Provide clear explanations, assignments, and directions.
5. Conduct appropriate and frequent evaluations of student performance and provide feedback so students are aware of their performance throughout the quarter.
6. Assign and submit grades based upon results of evaluations and college grading policy.
7. Maintain student records and grades.
8. Post and be available during office hours that are reasonable for student access.
9. Maintain course outlines and syllabi to reflect program curriculum.
10. Review and recommend program textbooks, materials, and technology.
11. Utilize available technology appropriate to assignment.
12. Participate in program planning and budgeting.
13. Post measurable outcomes and assessments on the college-wide On-line Catalog Administrator (OCA) and comply with expectations of the Northwest Commission on Colleges and Universities from which results are used to continuously improve the college.
14. Equivalent responsibilities include specific assignments faculty performs in place of teaching classes; e.g., counseling, library work, grant assignments, unusual program/curriculum development, sabbaticals, etc.

11.3 Advising

Full-time teaching faculty at Walla Walla Community College also serve as advisors except in cases where, with management approval, alternative service to the college has been deemed a suitable substitute for advising responsibilities. The Board of Trustees, administration, faculty, and staff of Walla Walla Community College recognize that good advising is key to student retention and success. Good advising is fostered through informed and intentional academic advising and widespread student access. Specific advising responsibilities are:

1. Advise and mentor advisees on coursework, program and/or transfer options, career plans, and graduation requirements.
2. Post and be available during office hours that are reasonable for advisee access. The specific structure of this access can be tailored within departments.
3. Participate in advisor training that will lead to initial certification.
4. Participate in ongoing professional development with regard to advising.

5. Participate in appropriate assessment of advising effectiveness aimed at continuous improvement of advising outcomes.

11.4 Professional Development

1. Complete Professional Development as described in Article 31.
2. Complete required trainings.

11.5 Professional Accomplishments

Participation in professional organizations and contributions to the profession are encouraged and should be recognized.

1. Participate in professional organizations.
2. Share expertise and knowledge through conferences and group presentations, speaking, applying research, and/or publishing.
3. Strive for recognition of instructional program by professional organizations and industry.

11.6 Service to the College

Service may be to students, faculty, the college, and community.

1. Participate in development of class schedules and college catalog.
2. Participate in college committee work and other activities.
3. Participate in program articulation with other colleges and schools, to include Tech-Prep, Academic Prep, Running Start, Alternative Education, student organizations, and other activities.
4. Participate in community activities as related to instructional assignment and interests.

Article 12 Participation in College Governance

The Employer recognizes the requisite expertise and ability of the faculty to provide valuable input regarding many of the decisions which the Employer must make from time to time. It is agreed that the faculty will maintain structures and procedures which allow appropriate input of the considered judgment of the faculty. Three faculty representatives will sit on the College Council. They will be selected through procedures established by the Association, and will represent the academic (including counseling and library), professional-technical, and transitional studies areas.

Article 13 Copyrights and Patents

- 13.1 The ownership of any materials, processes or inventions developed solely by an employee's individual effort, research and expense shall vest in the employee and be copyrighted or patented, if at all, in the employee's name.

- 13.2 The ownership of materials, processes or inventions produced solely for the District and at District expense shall vest in the District and be copyrighted or patented, if at all, in its name.
- 13.3 In those instances where materials, processes or inventions are produced by an employee with District support by way of use of significant personnel, time, facilities or other District resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the District.

Article 14 Travel

- 14.1 Travel reimbursement shall be in accordance with applicable statutory requirements.
- 14.2 Employees shall be reimbursed for travel expenses upon prior approval of the appropriate Vice President and submission of a report regarding the meeting attended.
- 14.3 Employees assigned at more than one location within the district shall be reimbursed for mileage between work sites which exceed commute distance to the primary work site.
- 14.4 All contractually required travel will be calculated as part of the faculty member's workload.

Article 15 Professional Meetings

- 15.1 The appropriate instructional Dean may approve participation with pay to employees to attend conferences, workshops, and conventions if such meetings are for curriculum and/or improvement of instruction. Travel expenses incurred by the attendance at such meeting will be reimbursed, as prior approved, upon submission of an itemized voucher of expenses.
- 15.2 If budget considerations do not allow an employee to attend a meeting as outlined above, the employee may request to attend and assume that portion of the costs not approved for reimbursement by the District.
- 15.3 Employees shall submit a professional development form or a written report of such meetings. Attendance at a mandatory meeting on a non-contractual day shall be compensated at the daily rate of pay or fraction thereof if agreed to by the faculty member and the Vice President of Instruction.

Article 16 Class Audit and Enrollment

Any academic employee who is working half time or more during the quarter they wish to enroll or who is on an approved leave may enroll in classes for credit or audit in accordance with the College Tuition Payment Policy for WWCC Employees.

Article 17 Insurance Plan and Related Benefits

- 17.1 The Employer shall contribute up to a maximum amount authorized by law and the State Employees Insurance Board for allowable group insurance plans for each eligible employee. Employees shall have the opportunity to self-pay such contributions during official leaves without pay. All premiums in excess of the amount allowed by law shall be borne by the employee. Such premiums shall be paid during summer months for full-time employees who are returning to work for the subsequent academic year.
- 17.2 The Employer shall make available retirement options as provided by statute.
- 17.3 The Employer will provide, as provided by law, Washington State Unemployment benefits.
- 17.4 Voluntary Employees' Beneficiary Association (VEBA)

The District will provide to eligible employees covered by this Agreement a medical expense plan that provides for reimbursement of medical expenses. Instead of cash out of sick leave at retirement, the District may deposit equivalent funds in a medical expense plan for eligible employees, as authorized by RCW 28B.50.553. The medical expense plan must meet the requirements of the Internal Revenue Code. As a condition of participation, the medical expense plan provided will require that each covered eligible academic employee sign an agreement with the District. The agreement will include the following provisions.

- A. A provision to hold the District harmless should the United States government find that the District or the academic employee is indebted to the United States as a result of:
1. The academic employee not paying income taxes due on the equivalent funds placed into the plan; or
 2. The District not withholding or deducting a tax, assessment, or other payment on funds placed into the plan as required by federal law.
- B. A provision to require each covered eligible academic employee to forfeit remuneration for accrued sick leave at retirement if the academic employee is covered by a medical expense plan and the academic employee refuses to sign the required agreement.

Article 18 Absences and Leave

- 18.1 Notice Required

All applications and accounting for absences will be the mutual responsibility of the individual employee and the administration, the processing of which will follow administrative channels to ensure maximum accountability and accurate personnel record keeping.

Absence shall be requested on an appropriate form provided by the District. Applications shall require approval one (1) week in advance of the anticipated absence. Exceptions to this requirement shall be absences which are impossible to anticipate such as bereavement, personal illness, injury, or emergency. In such cases, the employee shall notify the appropriate supervisor at least one (1) hour prior to the employee's first working assignment.

All employee benefits shall continue during the period of any paid leave.

18.2 This section shall apply to all leaves of absence. In no instance shall a leave of absence be granted for a period in excess of one (1) calendar year, except for military service during a period of national emergency.

18.3 Leave of Absence

Leave of absence may be granted for all or part of an instructional year to contracted employees. Such leave is without pay, but previously accrued benefits will be retained. Application for leave of absence will be made through the division coordinator and the Vice President of Instruction to the College President. At the conclusion of such an approved leave, the District agrees to return the employee in the same or similar position with equivalent pay and benefits, provided that the recipient has confirmed their intent to return, at least sixty (60) days prior to the expiration of their leave. Employees who take a leave of absence greater than 50 percent of an academic year will not receive a salary advancement increment for the year. Employees who meet eligibility requirements at the time when granted an official leave of absence without pay:

- A. Will retain membership in appropriate retirement programs; however, tax deferred annuities will be suspended during leave.
- B. May retain college fringe benefits by paying applicable contributions in full. In such cases, employees must prepare checks payable to the carrier and submit to the Walla Walla Community College payroll office in accordance with a timetable worked out by the payroll office. Contributions will be forwarded with the district group payments. Excluded is salary continuation insurance, which will be suspended until the employee returns to the active payroll.

Article 19 Replacements for Personnel on Leave

Depending on the length of the leave for an employee, it may be necessary to hire either a substitute (for periods of less than thirty (30) days) or a replacement (for periods of thirty (30) days or more). 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. In all cases, it will be understood prior to beginning of employment that a regular full-time employee will be returning to that position.

Article 20 Personal Leave

Full-time employees will receive three (3) days leave per year for purposes of a personal nature provided such leave is arranged in advance with the Dean and/or Director of the instructional unit. Such leave is non-accumulative and the third day taken will be counted as sick leave. Personal leave may be taken in hourly increments. Employees who are annually contracted for less than 100 percent and quarterly contracted employees who are placed on the full-time salary schedules will get equivalent Personal Leave on the same proportional basis that their employment schedule bears to a full-time schedule. Full-time faculty who teach for four quarters annually at Department of Corrections' campuses shall receive one (1) extra personal day per year. Corrections' faculty shall not take more than two (2) personal days in the same quarter.

For personal leave for part-time faculty who are benefits eligible and teaching the equivalent of a full-time load, see Article 37.6 B.

Article 21 Civil Duty Leave

Leave of absence with pay shall be granted employees to serve on jury duty, as trial witnesses, or to exercise other subpoenaed civil duties. Employees will be allowed to retain any compensation paid to them for their jury duty service. Employees shall reimburse the District for compensation received for all other civil duty, exclusive of expenses incurred.

Article 22 Government Service Leave

Leaves of absence will be granted to employees for military purposes and for service in such federally sponsored organizations as the Peace Corps and VISTA. Applicable benefits under this Agreement will accrue to leaves granted for such purposes, provided that the person granted such leave will indicate their desire to return to their institution within ninety (90) days of their severance from the above service.

Article 23 Work Related Injury/Illness Leave

- 23.1 Whenever an employee is absent from employment and unable to perform their duties as a result of personal injury sustained in the course of employment, the employee may utilize their sick leave to compensate for the difference in the amount of state compensation for their regular salary to the limits of their accrued sick leave account. Sick leave account shall be reduced in the same ratio as the payout bears to their total salary. All benefits such as retirement, social security, sick leave, and salary placement shall be maintained by the District.
- 23.2 Employees suffering illness or injury which is compensable under industrial insurance provisions, shall receive full sick leave payments, less any industrial insurance payments received by the employee in compensation for the time loss resulting from the period of leave, unless the employee chooses to receive only industrial insurance payments. Until eligibility for worker's compensation is determined by the Department of Labor and

Industries, the agency may pay full sick leave, provided that the employee shall return any subsequent overpayment to his/her agency.

- 23.3 Sick leave days charged to an employee with a worker's compensation claim shall be proportionate to that portion of the employee's salary paid by the institution during the claim period.
- 23.4 An employee who sustains an industrial injury, accident, or illness, arising from employment, shall upon written request and proof of continuing disability be granted leave of absence without pay for up to six (6) months without loss of lay-off seniority or change in annual increment date. Leave without pay exceeding six (6) months without loss of lay-off seniority or change in annual increment date may be granted at the option of the Employer.

Article 24 Family Medical Leave

- 24.1 Family/Medical Leave shall be granted to eligible employees for up to twelve (12) weeks during a twelve (12)-month period for one or more of the following reasons:
 - A. To care for a child in the first twelve (12) months after childbirth. Spouses employed by WWCC are only entitled to one combined twelve (12)-week period for birth of a child.
 - B. Because of the placement of a child with the employee for adoption or foster care, within the first twelve (12) months of the placement. Spouses employed by WWCC are only entitled to one combined twelve (12)-week period for placement of a child.
 - C. To care for a spouse, child or parent who has a serious health condition.
 - D. Because of the employee's own serious health condition.
- 24.2 All requests for family/medical leave will be administered under the guidelines of the Family and Medical Leave Act.
- 24.3 For the exclusive purpose of establishing eligibility exclusively for FML, each contract day of full-time employment is equivalent to eight (8) hours.
- 24.4 Medical leave covered by FML may be taken intermittently when certified as medically necessary.

Article 25 Sick Leave

- 25.1 Accrual

Academic employees under contract to be employed for at least three quarters will accrue eighty-four (84) hours commencing with the first day on which work is to be performed.

25.2 Accumulation

Such unused entitlement will be accumulated after the first three-quarter period of employment and after each subsequent three-quarter period of employment.

Sick leave hereto accumulated shall be retained and added to each preceding year's accumulation.

25.3 Use of Sick Leave

Leave of a full day is equivalent to seven (7) hours. Leave of less than one (1) day may be taken by employees in hourly increments. Sick leave may be used by an employee on contracted workdays under the following conditions:

- A. Because of and during illness or injury which has incapacitated the employee from performing their duties.
- B. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
- C. Up to two (2) days per year for bereavement of non-immediate family and/or close personal friends or, when necessary, to extend bereavement leave for immediate family.
- D. For the purposes of medical, dental or optical appointments if arranged in advance with the appropriate administrator.
- E. For temporary disability including such resulting from pregnancy and/or childbirth.
- F. To care for a minor/dependent child with a health condition requiring treatment or supervision.
- G. To care for a spouse, domestic partner, parent, parent-in-law, sibling, or grandparent of the employee and other relationships as agreed upon with management who has a serious health condition.
- H. Up to three (3) days for family care emergencies as follows:
 - 1. Minor/dependent child care emergencies such as unexpected absence of regular care provider, unexpected closure of child's school, or unexpected need to pick up child at school earlier than normal.
 - 2. Elder care emergencies such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.
- I. For family members health care appointments when the presence of the employee is required if arranged in advance.
- J. To care for a family member as required by Washington's Family Care Act (WAC 296-130) as currently enacted or hereafter amended.

- K. For any applicable FMLA or Washington Family Leave Act qualifying event when eligibility criteria are met.
- L. In accordance with RCW 49.76.010 – 050, if the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.
- M. The first twelve (12) days, or any part thereof, of sick leave used in any calendar year will be deducted from the sick leave compensation account credit for that year, and the balance of any sick leave taken in excess of the annual compensable days shall be deducted from remaining sick leave credited to the employee, first from the non-compensable amount and the remaining from the prior years' compensable accumulation.

25.4 Reporting

Employees shall report illness or disability to the division coordinator or the employee's immediate supervisor at the beginning of any period of leave, and daily thereafter unless prearranged. Upon returning to work, the employee may be required by the division coordinator or the immediate supervisor to submit a written statement explaining the nature of the disability. A physician's certificate of illness or injury satisfactory to the employing official or the employing official's designee may be required for approval of sick leave in excess of three (3) days.

25.5 Transferability

Sick leave accumulated under this article shall be transferred from one community college district or community college to another, to the State Board for Community and Technical Colleges, the Superintendent of Public Instruction, to any educational service district, to any school district, or to any other institution of higher learning of the state.

25.6 Reinstatement

Sick leave accumulated by an employee may be reinstated to such person if the employee returns to the employment of the District within five (5) years of separation.

25.7 Annual Sick Leave Cash Out

In accordance with the attendance incentive program established by RCW 28B.50.553, employees are eligible to be paid for accrued sick leave as follows:

- A. In January of each year, an employee whose sick leave balance at the end of the previous year exceeds four hundred eighty hours may elect to convert the sick leave hours earned in the previous calendar year, minus those hours used during the year, to monetary compensation.
- B. No sick leave hours may be converted which would reduce the calendar year-end balance below four hundred eighty hours.
- C. Monetary compensation for converted hours is paid at the rate of twenty-five percent and is based on the employee's current salary.

- D. All converted hours are deducted from the employee's sick leave balance.
- E. Hours which are accrued, donated, and returned from the shared leave program in the same calendar year may be included in the converted hours for monetary compensation.

25.8 Sick Leave Cash Out Separation

- A. At the time of separation from state service due to retirement, the provisions of Article 17.4 apply. In the unfortunate event of an employee death, the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of all accrued compensable sick leave.
- B. An employee who separates from Community College District No. 20 for any other reason than retirement or death shall not be paid for accrued sick leave.

25.9 Compensation for unused sick leave shall not be included for the purpose of computing retirement allowances under any public retirement system of the State of Washington; therefore, no contributions are to be made to the retirement system for payments.

25.10 Should the legislature of the State of Washington revoke any benefits granted under RCW28B.50.553, together with any amendments thereto, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

Article 26 Bereavement Leave

Up to three (3) days leave for bereavement per occurrence for immediate family defined as follows: Spouse, child, stepchild, grandchild or foster child, grandparent, parent, brother, sister, niece, nephew, aunt, or uncle of employee and in-laws of employee, or other relatives residing in the employee's household. This definition of immediate family also includes such relationships established by same-sex and/or opposite sex domestic partnerships and other relationships as agreed upon with management. Additional sick leave and/or personal leave days may be taken up to a total of ten (10) consecutive working days.

Article 27 Sabbatical Leave

27.1 Guidelines and procedures for sabbatical leave, including application forms, rating procedures, and reporting requirements will be established by the Professional Development Committee.

27.2 Purpose

The purpose of sabbatical leave is to benefit the college and its students by providing academic employees with the opportunity to engage in activities leading to professional growth and revitalization. The college encourages qualified faculty to make use of sabbatical leave. Such leave would allow eligible employees an extended period of time free from normal contractual obligations in order to pursue legitimate professional goals.

This purpose is consistent with the provisions of RCW 28B.10.650 as now exist or hereafter amended and with this college's commitment to faculty professional development. Appropriate uses of sabbatical leave would include formal study, travel relevant to work assignment, work experience in one's teaching field, or any other activity which would contribute substantially to the improvement of teaching abilities.

27.3 Eligibility

Sabbatical leave may be granted for one, two, or three consecutive quarters after completion of six (6) years of full-time contractual service as an academic employee of Walla Walla Community College. Employees awarded three quarters of sabbatical leave will be eligible for additional award after a second six (6) year period of full-time employment. Employees who are awarded leaves of less than three quarters retain their remaining entitlement and will qualify for additional entitlement at the rate of one quarter for each two-year period of full-time employment, not to exceed three quarters of entitlement during a six-year period.

27.4 Approval

All sabbatical leaves require the approval of the Board of Trustees. The number of sabbatical leaves approved by the Board shall not exceed five percent (5%) of the full-time contracted faculty, provided the number of leaves given does not exceed four percent (4%) of the full-time equivalent faculty. The number of leaves granted shall be subject to budget restraints. In the event that the number of applicants exceeds the number of recipients, the Board shall name a first and second alternate to replace a leave recipient should an employee not accept a sabbatical leave grant.

27.5 Compensation

Faculty are encouraged to seek outside funding support for their sabbaticals. Compensation from the college during sabbatical leave shall be computed on the basis of the recipient's 176-day contractual salary for the year in which the leave is taken. The following rates apply:

- A. 85% for one-quarter leave
- B. 75% for two-quarter leave
- C. 75% for three-quarter leave.

27.6 Outside Funding

Sabbatical leave salary from the college may be negotiated if outside funding plus sabbatical leave pay from the college exceed 115% of the recipient's full-time contractual salary for the period of the leave. In all cases remuneration will be in compliance with RCW 28B.10.650.

27.7 Procedure

An application for sabbatical leave, which will include reasons for requesting the leave, a detailed sabbatical leave plan, two letters of recommendation from colleagues or

supervisor, and recommendation from the appropriate Vice President, must be submitted to the Professional Development Committee by January 15 of the previous college year. The Professional Development Committee will report its recommendations to the President by February 15. The President may recommend candidates for sabbatical leave awards to the Board of Trustees after giving reasonable considerations to the recommendations of the Professional Development Committee. The President will submit recommendations at the Board's regular March meeting, at which time the board will take action on those recommendations. The awarding of sabbatical leave grants are not grievable under any grievance procedures included in this contract

27.8 Award Criteria

Sabbatical leave shall be awarded according to the following criteria.

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

27.9 Leave Contract

When the Board of Trustees grants a sabbatical leave, the recipient shall sign a contract with the college specifying:

- A. The length of sabbatical leave.
- B. The amount of sabbatical payment.
- C. A commitment to perform according to the approved sabbatical leave plan.
- D. That the recipient will return to employment at the College for at least one (1) full academic year following the leave. The recipient upon return shall be placed in a position at a salary no less than the one received before the leave. It is the intention of the District to place the recipient in the same or similar position upon return.
- E. That the recipient, upon return, will submit a written report to the President summarizing the work completed during the sabbatical leave and describing how the new knowledge will be utilized in teaching assignments. A report of completed professional development activity must also be submitted to the Professional Development Committee.

27.10 Employee Rights

The time spent on sabbatical leave shall be recognized as equivalent to time spent as a full-time academic employee of the college, excepting sabbatical leave entitlement. On

request of the employee, the college will provide a planned assignment at least one quarter in advance of the assignment.

Time lines may vary with the mutual consent of the Association and the District.

Article 28 Workload

28.1 Duration and Composition

The annual contract for full-time employees shall be 176 days. The Association shall be notified of the annual academic calendar prior to the final adoption of the calendar by the Board of Trustees.

28.2 Work Assignments

Employee work assignments, including time and locations, shall be the responsibility of the Vice President of Instruction or the Dean or Director of the instructional unit; however, reassignment to one of WWCC's contracted correctional educational facilities shall be on a voluntary basis.

28.3 On-Campus Requirement

The on-campus requirement for instructional, counseling, and library employees shall be thirty-five (35) hours per week.

28.4 Contact Hours

Full-time teaching loads for instructional employees shall be as follows:

<u>Method of Instruction</u>	<u>Contact Hours per Week</u>
A. General lecture.....	15
B. Lecture/Lab	20
C. Shop (assumes at least one (1) lecture hour per day).....	30
D. Special programs, (e.g. when faculty status is granted but person does not teach).....	35

28.5. An employee in two or more methods of instruction will have workload calculated on percent of load for each mode of instruction.

28.6 Loads shall be compiled on an annual basis. No quarterly assignment shall exceed the established normal weekly contact hours by more than five (5) weekly contact hours without agreement of the employee. The annual load shall be three (3) times the weekly contact hours.

- 28.7 Exceptions can be made to the twenty (20) contact hour requirement for the lecture/lab where configuration of three (3), four (4), and five (5) credit assignments result in less than twenty (20) contact hours per week.
- 28.8 Full-day instructional assignments in excess of the annual contract shall be compensated at the daily rate; overload, moonlight, and part-time teaching will be compensated in accordance with Article 39.4.
- 28.9 Employees instructing in general lecture and lecture/lab method shall post and maintain at least one (1) office hour per day. Office hours shall be recognized as part of the load for shop instruction. An office hour may be taken at the discretion of the shop instructor and shall be mutually scheduled with the supervisor.
- 28.10 Assignments may be distributed between day and evening classes if a full load cannot be arranged during the day or if the employee prefers an evening assignment. In any event, a split assignment involving morning, afternoon and evening classes will be avoided without the consent of the employee.
- 28.11 Each Quarterly Student FTE (QFTE) generated in Cooperative Education will be equivalent to one credit hour of instruction. Cooperative Education credit for individual students can be accrued throughout the year and credited to the academic employees annual teaching load calculation or paid as an overload if the academic employee has met the annual teaching load requirement.

28.12 Work Schedule

If scheduled classes do not have sufficient enrollment to warrant continuation, the class will be canceled and the employee will be assigned to another class(es) tentatively scheduled to be taught by an hourly employee. Evening classes will be assigned to fill a full-time employee's schedule only when no hourly-instructed day classes exist. Counselors and librarians will be assigned day-evening assignments when the appropriate Dean or Director of the instructional unit deems such assignment advisable to better serve students. If other teaching or non-teaching instructional assignments are not available, the instructor's salary will be reduced to reflect the reduction in workload.

Instructors employed at one of WWCC's contracted correctional educational facilities shall not be assigned non-educational responsibilities.

28.13 Syllabi Requirements

Each instructor shall upload their syllabi to the Online Catalog Administrator (OCA) by the end of the second week of the quarter in which the course is taught. The syllabus shall have sufficient clarity and depth to provide a comprehensive yet detailed chronological description of the course.

28.14 Off-Campus Assignments

All employees assigned to off-campus locations (employees supervising co-op programs, Small Business Management, etc.) shall file with their supervisor a weekly work plan. Employees shall keep their supervisor informed of their itinerary so they can be contacted as needed.

28.15 Multiple Sections of Courses

All courses with multiple sections (i.e., English Composition 101, 102, Psychology 101) will have common performance standards and all instructors will coordinate textbook selection with their supervisor.

Article 29 eLearning

29.1 The District and Association recognize that eLearning provides new and innovative ways to deliver curriculum and is an evolving method of instruction. The College will provide professional development training related to digital instructional technologies and eLearning practices to college faculty and will work with the Association to address issues affecting eLearning instruction.

Workload and compensation for eLearning courses shall be the same as for the equivalent traditional courses.

29.2 eLearning courses taught as part of a full-time instructor's regular workload will be considered in the faculty members annual load calculation in the same manner as traditional courses. A course load composed entirely of eLearning courses is subject to mutual agreement.

29.3 Regarding intellectual property rights related to eLearning courses, see Article 13.

Article 30 Evaluation

30.1 This article explains the purpose of evaluation and describes the evaluation process. Faculty Responsibilities, which serve as the basis of the evaluation process, are delineated in Article 11. The District and the Association recognize the value of open classrooms. Nothing in this Article precludes the Dean and/or Director or other instructional administrator from visiting any faculty member's classroom.

30.2 Faculty will be evaluated using the instruments and procedures agreed upon by the Association and the College and in compliance with RCW 28B.50.856 (on Faculty Tenure) and 28B.50.872 (on Periodic Tenure Evaluation). The instruments and any subsequent changes to the instruments or procedures of faculty evaluation will be mutually agreed upon between the Association and the District. The forms will be available in the Instruction Office, Faculty Handbook, and electronically.

30.3 Purpose

The faculty evaluation process shall be for the purpose of improving student learning, encouraging and supporting professional development, and providing information necessary for personnel decisions. Faculty evaluation criteria will focus on appraisal of the instructor's:

- A. Ability to create learning environments that contribute to students' academic growth, requiring that the instructor develop these essential instructional competencies:
 - 1. Student success teaching strategies
 - 2. Outcomes-based learning
 - 3. Assessment
 - 4. Equity, inclusion, and diversity
 - 5. Digital and information literacy
 - 6. Commitment to continuing education, learning, and improvement in the discipline or program of expertise.
- B. Advising competency.
- C. Professional accomplishments and contributions to the profession of education.
- D. Service to the District and community.

30.4 General Evaluation Process

- A. Initial Meeting – Within the first week of the evaluation quarter, the appropriate Dean and/or Director will schedule a meeting with the faculty member. At this meeting, the faculty member and administrator will:
 - 1. Review the components of the evaluation portfolio, to include:
 - a) Peer evaluation report(s)
 - b) Student evaluations
 - c) Faculty Learning and Improvement Plan (for probationary, tenured, and special funding annual faculty) or the self-evaluation (for probationary, special funding annual, special funding quarterly, and part-time faculty). The Faculty and Learning Improvement Plan is described in Article 31.2.
 - 2. Decide whether the faculty member will submit additional questions to be included in the student evaluation.
 - 3. For probationary faculty, two peer evaluators will be selected by mutual agreement of AHE and administration. One evaluator shall be qualified to evaluate the discipline-related course content (e.g. the faculty member's division chair or department lead, or a member of the faculty member's instructional unit). The other evaluator shall be an instructor from any area of the college.
 - 4. If tenured or annual special funding faculty, select one peer evaluator.
- B. Responsibilities of the Dean and/or Director – After this initial meeting, the Dean and/or Director will perform the following responsibilities:
 - 1. The Dean and/or Director will enlist the peer evaluators and communicate to them the date when their peer evaluation reports are due.
 - a) The peer evaluators will contact the faculty member and arrange mutually agreeable dates for the instructional observation.
 - b) Both peer evaluators for tenured and full-time non-tenured faculty members will contribute a written summary of observations to the evaluation portfolio.
 - c) The peer evaluators for probationary (tenure-track) faculty will submit letters

to the evaluation portfolio each quarter of the review process (i.e. normally fall and winter of the first, second, and third years of tenure probationers).

2. The Dean and/or Director will ask the program assistant or division secretary to schedule the student evaluations as agreed upon during the initial meeting, including any supplementary questions.
3. The Dean and/or Director will support and guide faculty members during the crafting of their Professional Development Plans.
4. The Dean and/or Director will schedule a date for the meeting of the evaluation team during the eighth week of the quarter, the purpose of which is to review the entire evaluation portfolio.
5. The Dean and/or Director will submit a completed faculty evaluation portfolio to the faculty member's personnel file by the ninth week of the quarter.

C. Counselors and Librarians

1. Counselors and librarians holding faculty status abide by the same evaluation process as the rest of the faculty, depending on whether they are probationary, tenured, or full-time non-tenured.
 - a) Librarian and counselor evaluation forms are specific to them.
2. The role of the Dean and/or Director for faculty librarians and counselors will be filled by the Library Director, and by the Director of the Advising and Counseling Center for faculty counselors.

D. Evaluation Timelines

1. The timelines for evaluation for probationary, tenured, special funding annual, special funding quarterly, and part-time faculty are given in subsequent sections of Article 30.
2. Complaints, concerns, and student grievances may require the administration to evaluate a faculty member before the next scheduled evaluation.
 - a) In this case, the Dean and/or Director will inform the faculty member, the Association President, and the division chair or program lead, as appropriate.

E. Modality

Faculty members shall demonstrate growth and improvement in the criteria and competencies outlined in 30.3 regardless of the modality in which courses are delivered (face to face, online, hybrid, or distance).

30.5 Process for Probationary (Tenure-Track) Faculty

- A. Probationary faculty will be evaluated during the first and second quarters of their first, second, and third years on the tenure-track at WWCC. Each member of the tenure evaluation team is expected to conduct observations of instruction by the probationary faculty member (e.g. classroom observations, review of eLearning instruction) once during each quarter of review.
 1. By the end of the second week of the first quarter of the probationary faculty member's first year, the Dean and/or Director will meet with the probationer to discuss the tenure process, including the timeline and process for evaluation.

- a) During the first quarter of the probationary faculty member's first year, orientation and training will be provided led by the chair or other member(s) of the Tenure Review Committee. Orientation and training will also be provided to peer members of the tenure evaluation team, and to the unit administrator who chairs the tenure evaluation team.

B. Evaluation will occur according to Article 30.4 above, with the following additions:

1. Each quarter of evaluation, the probationary faculty member will discuss with the tenure evaluation team the instructional competencies in Article 30.3.A on which to focus. The self-evaluation must contain evidence of improvement in a particular competency as agreed upon by the tenure evaluation team.
2. After the second quarterly evaluation, in each of the first and second years of tenure review, the Dean and/or Director will forward and present the evaluation portfolio to the Tenure Review Committee. The Tenure Review Committee will make a written recommendation concerning continuance of the probationary faculty member toward tenure (in accordance with Article 34.5) to the Chief Instructional Officer. The Chief Instructional Officer subsequently forwards said recommendation with or without comment, to the President who then forwards the recommendation, also with or without comment to the Board of Trustees.
3. After the second quarterly evaluation in the probationers third year of tenure review, the Dean and/or Director will forward and present the evaluation portfolio to the Tenure Committee, who will make a written recommendation regarding the granting of tenure to the probationary faculty member in accordance with Article 34.5 to the Chief Instructional Officer. The Chief Instructional Officer subsequently forwards said recommendation, with or without comment, to the President, who then forwards said recommendation also with or without comment, to the Board of Trustees.

30.6 Process for Tenured Faculty

- A. Tenured faculty will be evaluated at least once every three years post-tenure.
- B. During the spring quarter prior to the evaluation year and before spring finals occur, the Vice President of Instruction will notify the tenured faculty that they are to be evaluated. The Dean and/or Director will work with the faculty member to determine during which quarter (fall, winter, spring) the evaluation will occur during the subsequent year. The Dean and/or Director will notify the Office of the Vice President of Instruction of the timeline.
- C. Evaluation will occur according to Article 30.4.

30.7 Process for Special Funded Annual Faculty

- A. Special funded annual faculty are full-time instructors whose salaries are paid through grants and contracts. They are given annual contracts, and their salaries are calculated according to the full-time salary schedule in Appendix C.
- B. Special funded annual faculty will be evaluated each quarter during the first year of teaching, and at least once every three years thereafter.

- C. During the first quarter of the first year of teaching, the Dean and/or Director will notify a special funded annual faculty member that evaluations will occur each quarter of the first year following this pattern:
 - 1. First quarter of first year – student evaluations will be given in each class that is taught.
 - 2. Second quarter of first year – student evaluations will be given in each class that is taught and a peer evaluation will be given. The peer evaluator will be a full-time faculty member mutually agreed upon with the Dean and/or Director.
 - 3. Third quarter of first year – student evaluations will be given in each class that is taught and a Faculty Learning and Improvement Plan will be developed with the Dean and/or Director.

30.8 Process for Special Funded Quarterly Faculty

- A. Special funded quarterly faculty are full-time instructors whose salaries are paid through grants and contracts. They are given quarterly contracts and their salaries are calculated according to the full-time salary schedule in Appendix C.
- B. Special funded quarterly faculty will be evaluated each quarter during the first year of teaching, and at least once every three years thereafter.
- C. During the first quarter of the first year of teaching, the Dean and/or Director will notify a special funded quarterly faculty member that evaluations will occur each quarter of the first year following this pattern:
 - 1. First quarter of first year – student evaluations will be given in each class that is taught.
 - 2. Second quarter of first year – student evaluations will be given in each class that is taught and a peer evaluation will be given. The peer evaluator will be a full-time faculty member mutually agreed upon with the Dean and/or Director.
 - 3. Third quarter of first year – student evaluations will be given in each class that is taught and a self-evaluation will be written and submitted to the Dean and/or Director.

30.9 Process for Evaluating Part-Time Faculty

- A. Part-time faculty (hourly or adjunct faculty) are instructors whose salaries are paid on the basis of student contact hours, according to the schedule of modes in Appendix D.
- B. Part-time faculty are important contributors to the educational mission of WWCC. Evaluation provides useful information to the part-time faculty as a means to encourage continuous improvement.
- C. During the first quarter of teaching, the Dean and/or Director will notify a part-time faculty member that evaluations will occur each quarter of the first year of teaching following this pattern:
 - 1. First quarter of teaching – student evaluations will be given in each class that is taught.

2. Second quarter of teaching – student evaluations will be given in each class that is taught and a peer evaluation will be given. The peer evaluator will be a full-time faculty member mutually agreed upon with the Dean and/or Director.
 3. Third quarter of teaching – student evaluations will be given in each class that is taught and a self-evaluation will be written and submitted to the Dean and/or Director.
- D. If a part-time faculty member teaches on a continuous basis, a comprehensive evaluation, to include student, peer, and self-evaluation, will be conducted by the Dean and/or Director at least once every three (3) years.
- E. The Dean and/or Director will meet with the part-time faculty member and review all evaluation information. Evaluation documents will be placed in the part-time faculty member's personnel file in the Human Resources Office.

30.10 Process for Division Chairs and Program Leads

Division chairs and program leads are faculty who earn a stipend for serving in leadership roles for a renewable term. These roles include duties that are outside the criteria and competencies demonstrated by teaching faculty. Faculty performing chair and lead duties will have their work as a chair or faculty lead evaluated as part of their three-year evaluation cycle.

Article 31 Professional Development Program

31.1 Purpose

Professional Development Program represents a joint commitment by the District and the Association to establish and maintain a program for the mutual benefit of employees' professional growth and the vision and values of WWCC.

31.2 Professional Development Plan

The Professional Development Plan is required of probationary, tenured, and special funding annual faculty, and shows a commitment to professional improvement as well as scholarly and creative endeavors throughout their careers. In the Professional Development Plan, the faculty member addresses their growth in the essential instructional competencies, contributions to the profession, and service to the District and community.

- A. Each probationary, tenured, and special funding annual faculty member will write a Professional Development Plan in collaboration with their Dean and/or Director. In addition to addressing the essential instructional competencies, plans may include the faculty member's discipline-specific interests, pedagogical improvement, and program or unit needs. The following items are examples that may be included in Plans:
1. Intended courses of study for the improvement of pedagogy, counseling, librarianship, advising, or industry required certificates.

2. Leadership training.
 3. Scholarly activity in the discipline.
 4. Observation of and conversation with seasoned faculty.
 5. Sabbatical proposals.
 6. Engagement with the community, including prospective students.
- B. The Professional Development Plan for tenured and special funding annual faculty will necessarily have long-time horizons. These faculty will review and update their Plans every three years, in conjunction with the evaluation cycle.
- 31.3 Three Year Professional Development Compliance Period
- A. The Professional Development compliance period is three (3) years. The compliance period begins on September 1 of the first calendar year of the employee's full-time tenured contracted employment and must be satisfied every three (3) years.
- A minimum of sixty (60) hours of Professional Development is required over a compliance period.
- B. Professional Development hours earned to satisfy a delinquent requirement (a past three-year period) cannot be applied to meet requirements of a current three-year period, nor will compliance dates be adjusted in the event of non-compliance, but remain fixed at three-year intervals according to the date of initial employment or certification.
- C. The compliance dates for employees required to have a five-year vocational certificate will be synchronized with the individual's certification periods.

31.4 Professional Development Activities

- A. Activities submitted must relate to the faculty member's professional growth and continuous learning. The Professional Development Plan will be developed in collaboration with the appropriate Dean and/or Director. Documentation of professional development activities for the current compliance period is the responsibility of the employee and will be documented in a portfolio of evidence for evaluation.

Article 32 Professional Development Committee

32.1 Purpose

The primary purpose of the Professional Development Committee is to develop a Professional Development Program designed to assist instructors in improving their educational competence. The function of the Professional Development Committee is to provide a joint faculty-administration organization for the fair, effective, and efficient supervision of the Professional Development Program.

32.2 Duties

The duties of the Professional Development Committee include the following:

- A. Recommend policies and procedures for the Professional Development Program to the President, whenever the committee deems it to be appropriate, and subject to the approval of the Association for Higher Education.
- B. Evaluate and make final recommendations to the President as to the value and acceptability of an activity when a faculty member has appealed a decision by their appropriate Administrator.
- C. Assist in administration of the Faculty Sabbatical Leave Program, making leave recommendations to the President of the College according to established policies and procedures.
- D. The purpose of the program is to identify the Professional Development Program needs as they relate to faculty and college goals, and implement methods for achieving those needs.

32.3 Composition

The committee is composed of four (4) faculty members (selected by the Association for Higher Education), Vice President of Instruction, an instructional Dean, and two additional administrators appointed by the President of the College.

- A. The faculty members of the committee will be elected to staggered two-year terms, so that two of the four positions will be due for election each year. Committee membership should represent a cross section of the total faculty.
- B. The committee will elect a committee chair from its membership who will serve for a one-year term. Customarily, the chair has been a faculty member. The chair will: a) have responsibility for calling committee meetings when necessary, setting the meeting agenda, and presiding at meetings; b) have responsibility for making all communications from the committee; c) maintain files of committee minutes and correspondence during the term; d) retain their vote in committee actions; e) appoint a vice-chair.
- C. The secretary to the Vice President of Instruction will act as recording secretary for the committee and will see to the publication of minutes and the coordination of meeting times.

Article 33 Exceptional Faculty Awards Program

33.1 Authority

Legislative authority in Section 5 of Chapter 28B.50 RCW of the Exceptional Faculty Awards Program provides that the process for determining local awards be subject to collective bargaining.

33.2 Eligibility

Full- and part-time faculty [as defined by RCW 28B.52.020(2)] who have taught at least 45 credits are eligible. Librarians and counselors are also eligible.

33.3 Utilization of Funds

Awards shall be limited in accordance with RCW 28B.50. Awards may be used to pay expenses for faculty awards, which will include awards for exceptional faculty advising and exceptional faculty teaching. Awards may also include in-service training, temporary substitute or replacement costs directly associated with faculty development programs, conferences, travel, publication, and dissemination of exemplary projects; to make a one-time supplement to the salary of the holders of a faculty award; or to pay expenses associated with the holder's program area. Funds from this program shall not be used to supplant existing faculty development funds. There are four proposal submission deadlines per year; one for each quarter of the academic year. A committee will meet quarterly to review proposals and make recommendations to the college president or the president's designee. Nominations and applications will be solicited from the faculty. Nominations will also be solicited from administrators.

33.4 Amount of Awards

The amount of funds available for project awards will be published with the application forms on a quarterly basis. Available funds will approximate accumulated interest less a set-aside for annual achievement awards. There will be no maximum award amount other than the limitations established in 33.1, 33.2, and 33.3.

33.5 The Application Form

The application form and any subsequent changes to the form or process of awarding funds will be mutually agreed upon between the Association and the Board of Trustees. Application forms are available in the office of the Vice President of Instruction, Faculty Handbook, and will be available electronically.

33.6 The selection Committee will be made up of three administrators (appointed by the employer) and three faculty members (appointed for two-year rotating terms by the Association). Selection committee faculty members who apply for grants during their tenure on the committee may not participate in the review and selection of proposals process during their quarter of application. The committee will evaluate applications on a quarterly basis and submit recommendations to the college president or the president's designee(s).

33.7 Criteria for Proposed Project and Achievement Awards

A. Project Awards Criteria:

1. Contribution of project to:
 - a) Student learning, support, recruitment, and retention
 - b) Discipline-related professional development
 - c) Encouragement of collaborative relationships among faculty and between faculty and the community at large

- d) Promotion of instructional programs and services.
 - B. Clarity and specificity of application.
 - C. Cost-effectiveness of project outcome in relation to quality of the project's contribution.
 - D. Recommendation of supervisor.
- 33.8 Annual Achievement Awards Criteria
- A. The Annual Achievement Awards recognize:
 - 1. Exemplary teaching
 - 2. Service to students (advising, retention, recruitment)
 - 3. Professional accomplishments
 - 4. Service to the college or community.
 - B. The committee shall determine the number of awards, up to four, for any given year.
 - C. Amount of each award shall be \$1,000.
 - D. Selection criteria:
 - 1. Relevance of the achievement(s) to the college's mission and goals.
 - 2. Evidence of the nominee's exemplary commitment to providing excellent educational leadership in one or more of the following ways:
 - a) Excellence in teaching
 - b) Service to students
 - c) Professional accomplishment
 - d) Service to the college and/or community.
 - E. Clarity and specificity of documentation supporting the exemplary nature of the nominee's achievement(s).

Article 34 Tenure and Promotion

- 34.1 Statutory Requirements. A system of tenure shall be maintained in accordance with the following statutory requirements as they now exist or hereinafter may be modified: RCW 28B.50850; 28B.50.851; 28B.50.852; 28B.50.855; 28B.50.856; 28B.50.857; 28B.50.859; 28B.50.860; 28B.50.861; 28B.50.862; 28B.50.863; 28B.50.864; 28B.50.867; 28B.50.868; 28B.50.869; 28B.50.870; 28B.50.872; 28B.50.873 and any other tenure statutes enacted by the legislature in the course of this contract.

Special Faculty Appointment

It is recognized by the Employer and Association that provision is made for the granting of Special faculty appointments to individuals employed on the basis of federal or other special funds in accordance with WAC 131-16-400. Such employees are ineligible for

tenure. Special faculty shall be employed for the period specified in their contract. There shall be no presumption of continued employment beyond the contract term.

Under certain circumstances, employees granted special faculty appointments within a correctional institution may be eligible for tenure within that program. Such tenure shall be distinct and separate from the tenure program for other faculty of the college district in accordance with RCW 28B.50.870.

34.2 Authority

The Association agrees that the ultimate authority to grant or deny tenure is vested with the Employer. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the non-renewal or renewal of individual contracts of probationary employees shall not be subject to the grievance procedure of this Agreement.

34.3 Composition of Tenure Review Committee

- A. One (1) review committee shall be established and shall include both the transfer division and workforce education division. At least two (2) committee members shall be chosen from the transfer division and at least two (2) committee members from the workforce education division.
- B. The review committee shall be composed of seven (7) persons, four (4) of whom shall consist of tenured faculty appointees, chosen by the faculty, acting in a body, prior to October 15 of each regular college year; and additionally the review committee shall consist of one (1) student selected by the Executive Committee of the Associated Student Body prior to October 15 of each regular college year; and two (2) administrative appointees chosen by the President prior to October 15 of each regular college year. The review committee shall choose its own committee chair and such review committee shall meet at the call of the chair when the need for such meeting arises.
- C. The duration of each faculty appointment and each administrative appointment to the review committee shall be for a period of three (3) calendar years beginning on the 15th day of October of the year of appointment; the student appointment shall be for a period of one (1) calendar year, beginning on the 15th day of October of the year of appointment. If a vacancy exists upon any review committee prior to the expiration of any such appointment, an administrative, faculty or student member as appropriate shall be appointed pursuant to Article 34.3 (B) to fill the unexpired term of the absent member of such review committee.

34.4 Duties of Tenure Review Committee

- A. The President shall by the 15th day of October of each regular college year, or by the 15th of the month following a full-time tenure track appointment, refer each full-time probationary faculty appointee to the review committee for the committee's evaluation and required recommendations. Upon referral by the President, the Chair of the Tenure Review Committee shall review the tenure process with probationary faculty.

- B. The review committee shall consider the following standards in determining whether the probationary appointee demonstrates the necessary professional behavior and professional competence to be granted tenure:
 - 1. The probationer's instructional skills.
 - 2. The probationer's relationship with students.
 - 3. The probationer's relationship with the other employees.
 - 4. The probationer's relationship with the administration.
 - 5. The probationer's knowledge of the subject matter he/she is charged with teaching.
 - 6. The probationer's professional development activities.
 - 7. Any other relevant information received by the committee or which the probationary employee deems appropriate may be presented.
- C. The Tenure Review Committee will base its recommendations on the above criteria presented by the appropriate unit administrator's personal observations, and information provided by the probationary faculty member. At the probationer's request, a probationer will be provided with the opportunity to appear before the review committee and report on their progress toward being granted tenure. The Chair of the Tenure Review Committee and the Vice President of Instruction (or designee) will communicate to develop a time line for the review process no later than October 31 of each year.
- D. The Tenure Review Committee will be responsible for coordinating the creation of necessary documents, including but not limited to forms relating to tenure evaluation, and a tenure handbook, as well as making provisions for orientation/training for probationary faculty, peer evaluators, unit administrators, and/or other participants in the tenure review process who need training or support.

34.5 Required Tenure Review Committee Action

- A. The Tenure Review Committee shall be required to conduct an evaluation of each full-time probationary faculty appointee referred to the committee by the President and render the following reports to the President, the probationary faculty appointee, and through the President to the appointing authority at the following times during the regular college year or during a full-time probationary faculty appointee's first nine consecutive quarters of employment. The regular college year shall be deemed to begin with the first Fall Quarter. However, the probationary period of a full-time probationary faculty appointment will begin with the first quarter of employment and shall not exceed nine consecutive quarters (excluding summers and approved leaves of absence) except as provided in Article 34.6.
 - 1. During each quarter of tenure review, a written evaluation of each probationer's performance will be sent to the probationer and the President by December 20 or by the 20th of the month which falls at the end of the first quarter of employment and again at least one week prior to the regularly scheduled March meeting of the College's Board of Trustees, or at least one week prior to the scheduled meeting of the College's Board of Trustees that falls at the end of the probationer's second and fifth consecutive quarters of employment (excluding summer quarters and approved leaves of absence) that said probationer is not a tenured faculty appointee. The probationer will be notified and provide written

acknowledgment of receipt of the written performance evaluation each time such an evaluation is generated or submitted.

2. A written recommendation concerning the employment or non-employment for each full-time probationary faculty appointee for the ensuing regular college year or the ensuing three consecutive quarters directed to the appointing authority through the President at least one week prior to the regularly scheduled March meeting of the College's Board of Trustees, or at least one week prior to the scheduled meeting of the College's Board of Trustees that falls at the end of the probationer's second and fifth consecutive quarters of employment (excluding summer quarters and approved leaves of absence). In the event the review committee anticipates a recommendation of non-employment, the committee shall give written notification to the probationer that it has information that could adversely affect their tenure recommendation. Upon receiving written notification from the tenure review committee, the probationer shall have five working days in which to request, in writing, a meeting with the tenure review committee in order to present additional information.
 3. A written recommendation directed through the President to the appointing authority recommending the appointing authority award or not award tenure, such written recommendations to be submitted at times deemed appropriate by the review committee; provided, that during such full-time probationary faculty appointee's last three consecutive college quarters of employment (excluding summer quarters and approved leaves of absence), the review committee shall, at least one week prior to the regularly scheduled March meeting of the College's Board of Trustees of such regular college year, or at least one week prior to the College's Board of Trustees meeting that falls during the probationer's eighth consecutive quarter of employment (excluding summer quarters and approved leaves of absence), make such a recommendation as to the award or non-award of tenure for each full-time probationary faculty appointee who is then serving their eighth consecutive quarter of full-time appointment.
- B. The appointing authority shall only be required to give reasonable consideration to an award of tenure recommendation of the review committee but shall not be bound by such recommendation provided reasonable consideration to such recommendation resulting from Article 34.5 (A) (2) has been given.

34.6 Extension of Probation Period

Upon recommendation of the Tenure Review Committee, and with the written consent of the probationer, the probation period for a full-time probationary faculty may be extended beyond nine consecutive quarters (excluding summers and approved leaves of absence) for an additional one, two, or three quarters (excluding summer quarter):

- A. If the Tenure Review Committee believes that the probationary faculty member needs additional time to complete satisfactorily a performance improvement plan already in progress and the Committee further believes that the probationary faculty member will complete the plan satisfactorily.
- B. At the conclusion of any such extension, one week prior to the meeting of the Board of Trustees that falls during the last month of the extended probationary period, the

Tenure Review Committee will recommend tenure or non-tenure to the appointing authority based upon satisfactory completion of the professional development plan.

34.7 Tenure Purchase Agreement

A tenure purchase agreement may be made between the college President and a tenured faculty member. The tenure purchase must be of *bona fide* benefit to the college and the purchase amount excluded from any retirement calculations. The Association will be notified if the college initiates tenure purchase discussions with a faculty member.

34.8 Promotion Review Committee

The purpose of the Promotion Review Committee is to evaluate portfolios that are constructed by faculty members and submitted for review by the committee in pursuit of a step advancement on the salary schedule. Portfolios are expected to contain evidence of satisfactory performance in each area of faculty responsibility as detailed in Article 11 of this agreement, and the Promotion Review Committee exists to evaluate the evidence in support of application for promotion, as well as to forward a recommendation to the Vice President of Instruction regarding each application.

34.9 Promotion Authority

The Association agrees that the ultimate authority to grant or deny promotion is vested with the Employer.

34.10 Composition of Promotion Review Committee

- A. One (1) Promotion Review Committee shall be established and shall include the Transfer Division, the Workforce Division, and the Transitional Studies Division. At least two (2) committee members shall be faculty from the Transfer Division; at least two (2) committee members shall be faculty from the Workforce Division; and, at least one (1) committee member shall be faculty from the Transitional Studies Division. Only tenured faculty are allowed to participate as members of this committee.
- B. The Promotion Review Committee shall be composed of seven (7) persons, five (5) of whom are tenured faculty appointees who are chosen by the faculty, acting in a body, prior to October 15 of each regular college year; and additionally, two (2) administrative appointees chosen by the Vice President of Instruction prior to October 15 of each regular college year. The Promotion Review Committee shall choose its own committee chair and such committee shall meet at the call of the chair when the need for such meeting arises.
- C. The duration of each faculty appointment and each administrative appointment to the Promotion Review Committee shall be for a period of three (3) calendar years beginning on October 15 of the year of appointment. If a vacancy exists upon the committee prior to the expiration of such an appointment, a replacement member of the relevant category (faculty/administrative) shall be appointed pursuant to article

34.10.B to fill the unexpired term of the absent member of the review committee. In case a sitting member of the committee has a portfolio under review by the committee during that member's appointment to the committee, said member will recuse themselves from the vote and exit the room during deliberations on that particular application. No replacement for the recused member will be empaneled.

34.11 Duties of Promotion Review Committee

- A. The chair, acting in coordination with appropriate administrators including the appropriate Dean and/or Vice President of Instruction, shall determine eligibility of applicants for promotion by determining that:
 - 1. The applicant for promotion has not been promoted within the three (3) preceding years.
 - 2. The applicant for promotion will have completed their evaluation process prior to the submission deadline of the required portfolio, so that the completed evaluation may be included in the portfolio as partial evidence of satisfactory job performance.
- B. The Promotion Review Committee shall consider the following standards in determining whether the applicant for promotion has provided sufficient evidence, according to the collective judgment of the committee members, to support promotion. Expected evidence includes but is not limited to the following:
 - 1. A completed post-tenure evaluation that indicates acceptable performance as measured by the standards detailed in Article 30 and Article 31 of this agreement.
 - 2. Compelling evidence in any form acceptable to the committee that the applicant for promotion has adequately fulfilled faculty responsibilities as detailed in Article 11 of this agreement.
 - 3. Any other relevant information received by the committee or which the applicant for promotion deems appropriate to be presented.
- C. The Promotion Review Committee shall base its summative evaluation and recommendation to the Vice President of Instruction on the above criteria, as well as any other information deemed salient by the committee.

34.12 Required Promotion Review Committee Action

- A. In formulating a recommendation to the Vice President of Instruction, with whom final decision-making authority rests, the committee may seek to determine and differentiate between (a) inadequate/insufficient performance, and/or (b) inadequate/insufficient evidence or documentation of work performed. Inadequacy in either respect should be deemed sufficient cause to recommend withholding promotion.
- B. If the committee suspects adequate performance but inadequate documentation, the committee may make a one-time request for additional evidence from the applicant

for promotion. If the applicant for promotion fails to provide the requested additional documentation by the deadline, or if the committee receives said documentation but remains unconvinced by it, the applicant may reapply in a subsequent year by submitting an enhanced portfolio based on feedback received from the committee.

- C. The chair of the Promotion Review Committee shall convey its recommendations to the Vice President of Instruction, along with a brief summary of the points deemed most relevant in determining that recommendation.
- D. The Vice President of Instruction may, at their discretion, review the submitted portfolios and/or invite an applicant for promotion to discuss any remaining questions. Alternately, the Vice President of Instruction may base the final promotion decision entirely upon the recommendation memo from the Promotion Review Committee. The Vice President of Instruction's final promotion decision will be made, communicated in writing to the chair of the Promotion Review Committee, as well as to the applicant for promotion, following receipt of the recommendation memo from the Promotion Review Committee chair. In cases where promotion is granted, the step increase will take effect the next academic year.

Article 35 Dismissal

35.1 Sufficient Cause

Tenured employees shall not be dismissed or laid off except for sufficient cause nor shall a probationary employee be dismissed or laid off prior to the written terms of an appointment except for sufficient cause. Sufficient cause for dismissal shall include, but not be limited to, the following enumerated grounds:

- A. Aiding, abetting or participating in an unlawful act.
- B. Failure in the performance of professional assignment.
- C. Failure to perform an assignment as specified by contract.
- D. Physical or mental inability to perform duties as required for professional faculty members.
- E. Failure to act appropriately within the ethical code of professional faculty as stated in the Faculty Handbook.
- F. Lay-off or reduction-in-force.

35.2 Dismissal Review Committee

A Dismissal Review Committee comprised for the express purpose of hearing dismissal cases shall be formulated by October 15 and shall be comprised of the following members:

- A. An administrator chosen by the College President.
- B. Three (3) employees chosen by the employees acting in a body; provided that the initial Dismissal Review Committee employees shall serve one-year (1), two-year (2), and three-year (3) terms, respectively. All subsequent elections to this committee by employees shall be limited to an election of a member to a three-year (3) term so that all future elections of an employee to this committee shall be accomplished on a staggered-term basis.
- C. A full-time student chosen by the Associated Student Body.

35.3 Charges

- A. If the President deems sufficient cause exists, a formal charge will be brought against the employee affording an opportunity for a formal hearing after not less than ten (10) days' written notice. The written notice shall include:
 - 1. A statement of the time, place, and nature of the proceeding.
 - 2. A statement of the legal authority and jurisdiction under which the hearing is to be held.
 - 3. A reference to the particular rules of the District involved.
 - 4. A statement of the charges and allegations.

Copies of such notice will go to the appropriate Vice President, the Chair of the Dismissal Review Committee, and the President of the Association.

35.4 Hearing Procedure for Dismissal

- A. The affected employee shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected employee does not request such a hearing from the President of the college within seven (7) days, the President will request a written determination from the employee as to whether the employee wishes to avail themselves of the right to a hearing. If the employee fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of an employee not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees. Furthermore, a timely written request for a hearing within the above ten-day (10) period is deemed jurisdictional.
- B. Such formal hearing shall be held in accordance with, and in full compliance with, RCW 34.05.449. Provided, however, implementation shall always involve a hearing officer appointed by the District.
- C. Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington Attorney General's Office or an employee or Board of Trustees member of any Washington community college. The Association shall be consulted prior to the appointment of the hearing officer but final selection shall rest with the Board.

D. Consideration by the Dismissal Review Committee:

1. The designated hearing officer shall conduct a formal hearing pursuant to RCW 34.05.449 as now or hereafter amended. The Dismissal Review Committee shall attend all hearings and at the discretion of the hearing officer shall examine any witness called.
 2. The hearing officer shall make proposed findings of fact. The hearing officer shall transmit the record, including the proposed findings of fact, to the Board of Trustees within thirty (30) days of the conclusion of the hearing.
 3. The Dismissal Review Committee, based upon evidence presented at the hearing, shall simultaneously transmit a recommendation to the Board of Trustees.
 4. The Board of Trustees shall adopt findings of fact and shall render a decision based upon the record. In rendering such decision, the Board shall give careful consideration to the recommendations of the Dismissal Review Committee.
- E. Consistent with RCW 28B.50.864, appeals from the final decision of the Board of Trustees shall be in accordance and full compliance with RCW 34.05.510-.598 and shall not be grievable under the terms of this Contract. Provided, however, upon written mutual agreement of the employee and the District (which includes a waiver either may have to statutory rights), binding arbitration may be utilized in lieu of the procedure outlined in B, C, and D herein. Such agreement must be reached prior to the implementation of D (1) above.

Article 36 Reduction-in-Force

36.1 Termination of Faculty Appointments

The appointing authority shall be deemed to have the authority to terminate the contract of any tenured employee or probationary employee because of Reduction-in-Force. Sufficient cause for Reduction-in-Force shall mean either of the following:

- A. Elimination or reduction of financing or the elimination or reduction of program.
- B. State Board for Community and Technical College declaration of financial emergency pursuant to RCW 28B.50.873 under the following conditions:
 1. Reduction of allotments by the governor pursuant to RCW 43.88.110(7), or
 2. Reduction by the legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

36.2 Nothing in this Reduction-in-Force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

36.3 Lay-Off Units

- A. The District Lay-Off Units, each of which may consist of one (1) or more programs, for the purpose of Reduction-in-Force, will be identified in Appendix B. The District

reserves the right to add or drop layoff units in accordance with programs being added and eliminated with the mutual agreement of the Association.

- B. Full-time employees shall be assigned to one (1) lay-off unit. Assignments to lay-off units shall be published by November 1 of each year. Disputes regarding such lay-off assignments shall be resolved through initiation of a grievance at Step Two and expedited arbitration if required. Employees previously assigned to a second lay-off unit prior to June 1987 shall retain their assignment to such unit.

36.4 Seniority

A. Definition

Seniority shall be based on the number of years of employment beginning with the date of the signing of the first full-time faculty contract for the most recent period of continuous full-time service at the College and shall include leaves of absence, sabbaticals, and faculty members employed by the District prior to July 1967. The person with the highest number of qualifying years shall be the most senior; in the case of ties, seniority shall be determined in the following order:

1. First date of the signature of a letter of intent to accept employment or first date of signature of an Employment Contract, whichever is earlier.
2. First date of application for employment.

B. Faculty/Administrative Appointment

In the event non-bargaining unit members assume bargaining unit status, continuous service with the District shall be included in making the appropriate seniority determination required in A above. An exception is that tenured faculty who assume administrative exempt appointments subsequent to the approval of this contract will not be entitled to count years of administrative experience when determining seniority.

36.5 Order of Reduction

If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction will be based on seniority. Prior to the laying off of any academic employee within an affected unit, the following actions will first be taken, provided there are qualified academic employees to perform and fulfill the requirements of the academic employee position vacated by the below-mentioned resignation, retirement or leave of absence:

- A. Normal academic employee resignations in the same unit will not be replaced.
- B. Voluntary academic employee retirements from the same unit will not be replaced.
- C. Normal and regular academic employee leaves from the same unit will not be replaced for the duration of the time that such leave is applicable.
- D. Vacant positions within the same lay-off unit will be filled from within.

36.6 Notification of Lay-Off

When the President determines that a Reduction-in-Force is necessary and has selected the affected employees to be reduced, the initial step shall be for the President to meet with the employee and discuss the proposed termination/dismissal with the individual employee in personal conference which shall be an informal proceeding for purposes of Chapter 34.05 RCW. The matter may be resolved at this step by the use of alternatives such as reassignment, leave of absence, retirement, resignation, etc. Subsequent steps in the procedure for Reduction-in-Force are specified in Article 35.4, Hearing Procedure for Dismissal.

36.7 Financial Emergency

In the event that the Reduction-in-Force is because of financial emergency pursuant to Article 36.1 (B) above, the following conditions shall apply:

- A. In the case of a reduction-in-force for reasons set forth in Article 36.1 (B) above, the notice shall clearly indicate the separation is not due to the job performance of the employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in Article 36.1 (B) above. The notice must also indicate the effective date of separation from service.
- B. In the case of a reduction-in-force for reasons set forth in Article 36.1 (B) above, at the time of a faculty member's or members' request for formal hearing, said faculty member's or members' may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof: PROVIDED, That where there is more than one (1) faculty member affected by the Board of Trustees' reduction-in-force, such faculty members requesting hearing must act collectively in making such request: PROVIDED FURTHER, That costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the faculty member or faculty members requesting hearing.
- C. In the case of reduction-in-force for reasons set forth in Article 36.1 (B), the hearing shall be consolidated; only one (1) such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.
- D. In the case of a reduction-in-force for reasons set forth in Article 36.1 (B) above, the formal hearing (pursuant to RCW 34.05.413-476 and conducted by the hearing officer appointed by the Board of Trustees): (a) shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued; (b) the only issue to be determined shall be whether under the applicable policies, rules or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated; (c) any findings, conclusions of law and recommended decision shall not be subject to further tenure review committee action.

- E. In the case of a reduction-in-force for reasons set forth in Article 36.1 (B) above, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Article 36.1 (B) above, separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

36.8 Appeal Rights

- A. An employee, upon receipt of the President's letter of intent to recommend lay-off, shall be afforded appeal rights defined in Article 35.4; provided, however, that if any member of the Dismissal Review Committee is potentially affected by the recommendation to be submitted, an alternate member shall be immediately elected and provided further that arguments in the formal hearing process shall be limited to data and reasons for the selection of the individual selected for lay-off.
- B. All matters regarding Reduction-in-Force shall be consolidated into a single Dismissal Review Committee hearing.
- C. Except in extraordinary circumstances, the effective date of the Reduction-in-Force shall be the end of the academic quarter in which the Board of Trustees makes the final determination.

36.9 Recall Rights

Employees who have been laid off as a result of this Article shall have the right to be recalled. Recall shall be in reverse order of lay-off by lay-off unit to a position, either a newly-created or vacant full-time position, provided the employee is qualified to perform the needed duties of such position. The period of recall shall extend three years after the effective date of lay-off.

36.10 Special Provisions

- A. Upon the request of a faculty member laid off for reasons of this Article the College President shall write a letter to other institutions of the Northwest stating: (1) the reason of said lay-off; (2) the qualifications of the affected faculty member; and (3) any other pertinent information which may be of assistance in securing another employment position.
- B. Upon mutual agreement between the faculty member and the District, appeal rights outlined in this Agreement may be waived in favor of final and binding arbitration, pursuant to Article 35.4 (E).
- C. Except as specifically stated herein, the grievance procedure of this Contract shall not be applicable to this Article.
- D. In the event an employee hired prior to July 1, 2003 does not exercise appeal rights in Article 35.4, such employee shall be guaranteed a cash out payment equivalent to fifty (50) contract days of pay. In the event an employee hired on or after July 1, 2003 does not exercise appeal rights in Article 35.4, such employee shall be guaranteed a cash out payment equivalent to twenty-five (25) contract days of pay.

If a faculty member is recalled for the subsequent quarter, this guaranteed cash out payment will be forfeited. This section does not apply to employees hired at WSP after January 15, 1999.

- E. This section applies only to WSP employees hired prior to January 15, 1999. In the event the contract between the Department of Corrections and Walla Walla Community College is not renewed and an employee does not exercise appeal rights in Article 35.4, such employee shall be guaranteed a cash-out payment equivalent to fifty (50) contract days of pay. However, if such faculty declines a subsequent offer of a full-time teaching position at WSP within 65 days of the last date of employment by the college, the cash-out payment will be repaid to the college.
- F. Annually contracted employees upon recall shall retain all previously accrued benefits such as sick leave. No District benefits shall accrue or be granted to an individual while on lay-off status. Benefits may be transferred and/or self-paid to the extent permitted by law.

Article 37 Part-Time Faculty

37.1 Fringe Benefits

Part-time employees shall receive health insurance benefits in accordance with Public Employee Benefits Board (PEBB) rules and regulations. For purposes of determining eligibility, percent of time shall mean a percent of the contract hours required by a full-time employee in the appropriate mode of instruction.

37.2 Personnel Files

Part-time academic employees shall have all rights pertaining to personnel files as defined in this Contract.

37.3 Appointment Notices

- A. All part-time and temporary educational employees will be issued payroll authorization forms which shall stipulate the instructional assignment(s) and the salary.
- B. All temporary contracted educational employees will, on initial employment, be issued Professional Faculty Contract forms which shall stipulate the instructional assignment and salary. Salary notification forms will be issued in subsequent quarters, providing there is no break in service and no change of assignment. This form will state placement on the faculty salary schedule, rate of pay, total salary, and duration of the period of employment.
- C. All payroll authorization forms and employment contracts that are issued shall be consistent with the terms and provisions of this Contract and this Contract shall be controlling should there be any inconsistencies.

37.4 Salary Payment

All part-time and temporary education employees shall be paid as follows:

- A. Part-time faculty paid from the Part-time, Moonlight/Overload Faculty Salary Schedule and full-time contracted faculty performing moonlight/overload assignments will be paid twice per month, on the 10th and the 25th of the month, or as determined by the state regulations governing payroll procedures.
- B. Temporary contracted employees will be paid twice each month, on the 10th and 25th, or as established by state regulations governing payroll.

37.5 Office Hours

A minimum of \$10,000 will be provided for out of class (office hours) for part-time faculty teaching one-third of a load or more, upon request of the faculty member and approval of the supervisor. Correctional educational programs, summer session, and moonlight overload courses are excluded. Compensation will be at the professional non-teaching rate.

37.6 Sick Leave

A. Accrual

Part-time faculty under contract shall accrue sick leave in hourly increments. The rate of accrual shall be pro-rated based upon their percent of work time as compared to that of full-time faculty. The maximum number of sick leave hours a part-time instructor may be granted shall not exceed seven (7) hours per month.

B. Use

1. According to the provisions of RCW 28B.50.4893:
 - a. Part-time academic employees of community and technical colleges shall receive sick leave to be used for the same illnesses, injuries, bereavement, and emergencies as full-time academic employees at the college in proportion to the individual's teaching commitment at the college.
 - b. The provisions of RCW 41.04.665 shall apply to leave sharing for part-time academic employees who accrue sick leave under subsection 1a of this section.
 - c. The provisions of RCW 28B.50.553 shall apply to remuneration for unused sick leave for part-time academic employees who accrue sick leave under subsection 1a of this section.
2. Employees shall report illness to the division coordinator or the employee's immediate supervisor at the beginning of any period of leave and daily thereafter unless prearranged. A physician's certificate of illness or injury may be required for approval of sick leave in excess of three (3) occurrences (work days) in a quarter.
3. Part-time faculty who are benefits eligible and teaching the equivalent of a full-time load are permitted the use of accrued sick leave for one personal day per quarter.
4. All requests for and reports of sick leave must be documented by completing the appropriate form.

- C. Transfer
Part-time faculty may transfer accrued leave to or from any state agency, any educational service district, any school district, or any other institution of higher education as provided in RCW 28B.50.551(5).
- D. A break in service of less than five (5) years shall not result in the loss of accumulated sick leave.

37.7 Shared Leave

Part-time faculty who accrue sick leave may participate in the College's shared leave program, on a pro-rata basis, in accordance with the WWCC Shared Leave Policy.

37.8 Sick Leave Cash-Out

Part-time faculty who retire are required to participate in the medical expense plan (VEBA) on the same basis as full-time faculty, subject to VEBA rules and regulations for participation. If the VEBA is not active at the time of retirement, the sick leave will be cashed out to the individual employee. For purposes of sick leave cash out, part-time faculty must provide the College with appropriate verification from the State Board Retirement Plan or social security which shows they are receiving distribution payments and are in retirement status.

37.9 Rate of Leave Earned

Part-time contracted employees compensated on the full-time salary schedule shall receive illness, injury, emergency, and bereavement leave on a pro rata basis. Quarterly contracted employees compensated on a full-time salary schedule who teach a full load for three quarters during an academic year shall receive personal leave.

37.10 Professional Development Fund

- A. This section makes provision for a professional development fund for part-time faculty who meet the following criteria:
 - 1. Must have been a part-time instructor of the District for at least one year and have taught a minimum of 15 credits during that time.
 - 2. Must be teaching at least five (5) credits when application for funding takes place.
 - 3. Must be approved or recommended by their supervisor.
- B. Funds for this activity will be administered by the Vice President of Instruction with assistance from the Professional Development Committee. Amount of funds will be determined through the annual planning and budgeting process. Part-time instructors working at one of WWCC's contracted correctional educational facilities will be funded by DOC contract dollars.

37.11 Attendance at Professional Development Activities and Meetings

Part-time instructors who, at the request of their supervisors, attend professional development activities and/or meetings will be paid for those hours.

37.12 Process for Evaluating Part-Time Faculty

- A. Part-time instructors are important contributors to the educational mission of WWCC. Evaluation is an important strategy ensuring quality instruction. Evaluation provides useful information to the part-time instructors as a means to encourage continuous improvement. Therefore, evaluation of part-time instructors is an integral component of a comprehensive faculty evaluation system. (See Article 30)

Article 38 Grievance Procedure

38.1 Definition and Procedure

A grievance is hereby defined as a complaint by employee(s) or the Association regarding the interpretation or application of the terms of this Agreement by the Employer. An individual employee or group of employees shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, in accordance with Step One below, as long as the adjustment is not inconsistent with the terms of this Agreement. Such grievances shall be handled in the following manner:

- A. **Step One**
The grievant and the Association representatives, if requested by the grievant, may orally present the alleged grievance to the appropriate Vice President. Resolution, if any, shall be reduced to writing and a copy forwarded to the Association and the President. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the employee and the Association representative, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The appropriate Vice President shall be given the written and dated original grievance. The Vice President shall answer the grievance in writing within ten (10) working days thereafter and shall concurrently send a copy of the grievance and the answer to the Association.
- B. **Step Two**
If no resolution is reached at Step One, the written grievance may be submitted to the District President or designated representative; provided it is filed with the District President or designated representative not more than five (5) working days after it is answered in Step One. Representative(s) of the Association shall be present at any meeting called to consider the grievance at this step. The District President or designated representative shall send a written answer to the Association within five (5) working days. Such answer shall be deemed to be the position of the Employer.
- C. **Step Three**
If no resolution is reached at Step Two, the Association may at its sole discretion within five (5) working days after the date of the Step Two answer, request by written notice to the District President that the grievance be arbitrated, provided that the grievance presents a matter that is subject to arbitration as herein defined.

38.2 Time Limits

With respect to Article 38.1, the following time limits are established. Any grievance not presented in writing as provided in Step One of Article 38.1 above within thirty (30) working days after the grievant becomes aware of the facts on which the grievance is based, shall be waived for all purposes. Other time limits may be extended by written mutual agreement of the parties. Working day, as used in this article, shall mean any day the College is open to the public but shall exclude Saturdays, Sundays, and official holidays.

38.3 Arbitration

Matters subject to arbitration shall be referred to the American Arbitration Association under voluntary rules. Expedited rules and procedures of the American Arbitration Association may be utilized upon the written consent of the parties.

38.4 Jurisdiction of the Arbitrator

Jurisdiction of the arbitrator is limited to:

- A. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration.
- B. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator, and such jurisdiction shall not give such arbitrator authority to supplement or modify or amend any terms or conditions of this Agreement.
- C. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties.
- D. Upon request of either party, the merits of a grievance and the procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.
- E. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

38.5 Fees and Expenses, Decision of Arbitrator

The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the employees affected consistent with the terms of this Agreement.

38.6 Records

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Requests by the Association for information needed for processing of any grievance shall not be unreasonably denied. Grievance hearings shall be conducted during normal working

hours consistent with minimal interference with instructional duties. Employees directly participating in such hearings shall suffer no loss of pay.

Article 39 Salary Schedule

39.1 Legislative Authorization

All commitments in regard to compensation and economic fringe benefits which are required by this Agreement, including the salary schedule, Appendix C, are contingent upon legislative authorization.

39.2 Placement of New Academic Full Time Employees

New academic employees will have their education and experience credited and be placed as a percent of the starting salary as follows:

Years of relevant teaching and/or work experience	Journeyman Status, Five-Year Vocational Certificate, AA, AAAS, Bachelor's or Master's degree	Nursing Faculty	Doctorate Degree
0 – 4 years	1.000	1.100	1.161
5 – 9 years	1.025	1.125	1.186
10 – 14 years	1.050	1.150	1.211
15 – 19 years	1.075	1.175	1.236
20+ years	1.100	1.200	1.261

Part-time teaching and work experience will be prorated for salary placement purposes. Military experience will be credited in the same manner as other experience when it is documented as being relevant to the employee's professional field. Any military service which interrupted a teaching career may be included up to a limit of four years. Work and/or teaching experience not directly related to assignment may be counted at the college's discretion. The Association will be informed of all new placements. In the event exceptional placements are required for competitive purposes, the Association will be consulted before a final placement decision is made.

39.3 Advancement on the Full Time Salary Schedule

- A. Advancement on the salary schedule is contingent upon completion of a portfolio and recommendation of the promotion review committee and approval of the Vice President of Instruction.

Failure to satisfy the Faculty responsibilities outlined in Article 11 may result in a withholding of salary advancement, or in termination of the employee's contract.

39.4 Part-time, Moonlight/Overload Faculty Salary Schedule

Part-time faculty schedule is attached as Appendix D

- A. This compensation is based on the course master which identifies the number of hours a class is scheduled to meet each quarter. This compensation covers all activities necessary to successfully offer this class, including but not limited to preparation time, teaching time, exam time, grading, consultation with students, etc.
- B. Classes without sufficient enrollment may be canceled. Low enrolled courses will be compensated according to the part-time salary schedule if enrollment has not met the full enrollment threshold prior to the start of the quarter. Sufficient enrollment will be determined by the College dependent upon College needs, state allocations, and other factors. The College has the right to cancel low enrolled courses.
- C. Overload pay for Cooperative Education will be paid at \$275 per Quarterly Student FTE (QFTE) generated rounded to the nearest .5 QFTE. Faculty supervision and work related to a campus-based Cooperative Education experience outside of their normal workday will be compensated at the non-teaching rate.
- D. All special topics/special problems courses will be approved in advance by the vice president of instruction. Compensation for special topics/special problems courses will be paid at \$30.00 per credit. This provision does not apply in cases where these courses are part of an instructor's full-time workload.

39.5 Salary Increase Provisions

In the event the Washington State Legislature renews and/or enacts new legislation which allows WWCC the opportunity to improve faculty salaries from other college funds, then the parties shall commence negotiations within thirty (30) days of effective date.

Article 40 Individual Contracts

- 40.1 The Employer shall provide notification of continued employment to each full-time employee prior to the end of Spring Quarter of the preceding academic year. Personnel employed in programs contingent upon contracted funds shall be given a letter of intent relative to continuation of the program in lieu of notification of employment. In such cases notification must be issued by June 30. Certified mail shall be used in instances where an employee is on leave at the time contracts are issued provided the employee has left a forwarding address prior to commencement of leave.
- 40.2 Each full-time employee who does not intend to return to employment in their respective appointment shall so notify the Employer in writing no later than ten (10) days after notification by the President.

Article 41 Payment

41.1 Salary payment shall occur within the contract year as indicated in 41.1 A, B and C below or as directed by the legislature or Governor.

- A. September to June Employment. Prior to June 30th of each year the faculty member will have the option to select one of the following payment options for the upcoming academic year.
 - 1. Contract is divided into nineteen (19) equal amounts and paid 1/19th semi-monthly, September through June.
 - 2. Contract is divided into twenty-four (24) equal amounts and paid 1/24th semi-monthly, September through May and a balloon payment of 6/24th in June.
- B. July through June Employment. The Contract is divided into twenty-four (24) equal amounts and paid semi-monthly, July through June.
- C. Alternate Employment Schedule. Semi-monthly amounts encompassing August start date will be established between employee and payroll personnel in cooperation with appropriate administrative approval.

41.2 In the event of a mid-year termination, and prior to final payment because of such termination, the appropriate vice president and the Business Office will determine actual contract days worked and compute the earned compensation based on the daily rate for that employee. This computed amount will be compared to actual total salary payments and an appropriate adjustment made to the final payment. If the employee has been overpaid, the overpayment will be reimbursed to the College by the employee.

41.3 Other Deductions

The District shall, upon receipt of written authorization from an employee, deduct from the employee's salary and make appropriate remittance for all voluntary deductions approved by the State Board and the District Board of Trustees. Termination of deductions shall not occur without a ten (10) day prior notification to the employee.

Article 42 Uninterrupted Instructional Activities

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its employees during the term of this Contract and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Contract.

Article 43 Duration

This contract shall remain in full force and effect from March 20, 2019 to and including March 20, 2022. Either party may, upon written notice to the other party, give notice of its intent to negotiate salaries in accordance with Article 39.5, Salary Increase Provisions, during each year of the Contract. Likewise, either party may give notice of its intent to reopen in the event of legislative, contracted, or grant funding reductions. All Articles and Sections of the Contract shall remain in full force and effect until the parties mutually agree to modify said Contract.

Signed March 20, 2019 at Walla Walla, Washington.

/James Peitersen/
For the Association

3/20/19
Date

/Don McQuary/
For the Employer

3/20/19
Date

Appendix A: Administrative and Exempt Positions

ADMINISTRATIVE POSITIONS

Dean, Arts and Sciences
Dean, Clarkston Campus
Dean, Corrections Education-CRCC
Dean, Corrections Education-WSP
Dean, Health Science Education
Dean, Transitional Studies
Dean, Workforce Education & BAS Programs
Director, Admissions/Registrar
Director, Financial Aid
Director, International Programs
Director, Library Services
Director, Public Relations
Executive Director, Budget and Finance
Executive Director, Campus Security and EHS
Executive Director, Facility Services and Capital Projects
Executive Director, Institutional Effectiveness
Asst. Dean, Arts and Sciences
Executive Director, Technology Services
Executive Director, WWCC Foundation
Vice President, Administrative Services
Vice President, Advancement
Vice President, Instruction & Chief Instruction Officer
President
Vice President, Human Resources

EXEMPT POSITIONS

Administrative Assistant to the Vice President,
Instruction and Chief Instructional Officer
Administrative Assistant to the Vice President of
Administrative Services
Administrative Assistant to the Vice Presidents,
Advancement & Human Resources
Advisor, High School Programs/Head Men's Soccer
Coach
Advisor, Retention Specialist
Advisor, TRiO
Advisor/Head Softball Coach
Assistant Dean, Arts & Sciences
Assistant Dean, Corrections Education-CRCC
Assistant Dean, Corrections Education-WSP
Assistant Dean, Workforce Education and Applied
Bachelor Programs
Assistant Director, Accounting Services
Assistant Director, Admissions
Assistant Director, Advising
Assistant Director, Athletics/Transfer Advisor
Assistant Director, Facility Services
Assistant Director, Financial Aid
Assistant Director, Payroll & Benefits
Assistant Director, Student Activities
Assistant Director, Technology Services
Assistant Director, TRiO, Student Support Services
Athletics Fundraiser/Head Rodeo Coach
Athletic Trainer
Catering Chef & Manager
Completion Coach
Completion Coach/Head Women's Soccer Coach
Coordinator, Academic/Student Services-WSP
Coordinator, Enology and Viticulture
Coordinator, Extended Learning

Coordinator, Financial Aid/Completion Coach-
Clarkston Campus
Coordinator, Medical Assisting Practicum
Nursing Education Program Administrator-Clarkston
Campus
Coordinator, Opportunity Grant and Funding Advisor
Coordinator, Outreach
Coordinator, Recruitment & Outreach, Human &
Social Services
Coordinator, Student Affairs /Retention Specialist-
Clarkston Campus
Coordinator, Testing & New Student Programs-CRCC
Coordinator, Tutoring & Learning Center
Development Coordinator, Foundation
Development Specialist, Foundation
Director, Advising & Counseling
Director, Agriculture Center of Excellence
Director, Allied Health & Safety Education
Director, Athletics/Men's Basketball Coach
Director, Culinary Arts Program
Director, Early Childhood Education
Director, eLearning
Director, Extended Learning & Campus Events
Director, High School Programs
Director, John Deere Agricultural Program
Director, Special Fiscal Services
Director, Student Life
Director, TRiO/Student Support Services
Director, Water and Environmental Center, Water
Resources, and Engineering
Director, Viticulture/Vineyard Manager
Director, Winemaking/Instructor of Enology
Director, Workforce Education Services
Early Achievers Coach for Child Care Aware of
Eastern Washington
Workforce & WorkFirst Navigator/Retention
Specialist/Advisor
eLearning Instructional Designer/LMS Helpdesk
Education & Career Navigator
Education & Career Navigator-BAS Programs
Education & Career Navigator, Corrections Ed.-CRCC
Education & Career Navigator, Corrections Ed.-WSP
Executive Assistant to the College President
Financial Aid Assistant/Academic Advisor
Financial Aid Specialist
Health Science Transition Specialist
Information Technology Administrator-WSP
Manager, Advertising/Media Services
Manager, Bookstore
Manager, Cafe
Manager, Purchasing
Manager, Wine Marketing
Program Director, First Year Experience/Head
Womens' Basketball Coach
Project Manager, Walla Walla Early Learning
Coalition
Recruitment & Outreach Specialist-WEC
Research Analyst
Retention Specialist
Technical Assistant, Early Achievers

Appendix B: Lay-Off Units

Main Campus

1. Anatomy & Physiology
2. Anthropology & Archaeology
3. Art
4. Astronomy
5. Biology
6. Chemistry
7. Criminal Justice
8. Drama & Speech
9. Economics
10. Health & Physical Education
11. History
12. Humanities (HUM courses)
13. Language/Literature
14. Math
15. Philosophy
16. Physics
17. Political Science
18. Psychology
19. Recreation
20. Sociology
21. Transitional Studies
22. Nursing Program
23. Business and Management
24. Office Technology
25. Production Agriculture
26. Farrier
27. Irrigation Technology
28. Diesel Equipment Mechanics
29. Agri-Business
30. Civil Engineering Technology
31. Auto Mechanics
32. Auto Body Repair
33. Precision Machining Technology
34. Refrigeration and Air Conditioning Technology
35. Welding
36. Carpentry
37. Cosmetology

38. Counseling
39. Family & Consumer Studies
40. Library
41. Computer Technology
42. Music
43. John Deere Agricultural Technology
44. Turf Management
45. Enology and Viticulture
46. Professional Golf Management
47. Human Services
48. Nutrition
49. Sustainable Agriculture

Washington State Penitentiary

50. Auto Body Repair Technology
51. Building Maintenance
52. Barbering
53. Carpentry
54. Basic Skills
55. Business and Commerce
56. Information Technology Certificate Program
57. Welding
58. Refrigeration and Air Conditioning
59. Diesel Technology
60. Graphic Design
61. CNC Machining

Clarkston

62. Nursing (Health Occupations)
63. Business and Commerce
64. Science
65. Language/Literature
66. Mathematics
67. Transitional Studies
68. Carpentry
69. Sociology

Appendix C: Full Time Faculty Salary Schedule

Full-time Faculty Salary Schedule *(effective 7/1/19)*

Step 1	\$54,010
Step 2	\$57,791
Step 3	\$61,572
Step 4	\$65,353
Step 5	\$69,133
Step 6	\$72,914
Step 7	\$76,695
Step 8	\$80,476

A. Stipend for AHE President is set at \$8,700.

Appendix D: Part Time, Moonlight/Overload Faculty Salary Schedule

Part-Time, Moonlight/Overload Faculty Salary Schedule *(effective 7/1/19)*

<i>Mode of Instruction</i>	<i>Full enrollment and Overload rate</i>	<i>Benefits Eligible for 3 years Full enrollment rate</i>	<i>Low enrollment rate</i>
<i>1 Lecture</i>	\$67.85	\$71.25	\$54.60
<i>2 Lecture/Lab</i>	\$59.15	\$62.15	\$47.75
<i>3 Lab</i>	\$51.60	\$54.25	\$42.65
<i>4 Clinical</i>	\$46.45	\$48.85	\$42.65
<i>5 Other</i>	\$28.80	\$30.30	

Appendix E: Transition from the 2016-2019 Salary Schedule to the 2019-2022 Salary Schedule

To ensure an orderly transition of faculty from the old 2016-2019 Salary Schedule to the new 2019-2022, these actions are implemented:

1. The annual stipend for earned Doctorate degrees (PhD) is removed in the 2019-2022 Faculty Salary Schedule.
2. In place of the annual Doctoral stipend, all faculty with earned Doctorate degrees will receive a one-time addition of two (2) steps on the 2019-2022 salary schedule.

3. All faculty Nurses will receive a one-time addition of one (1) step on the 2019-2022 salary schedule.
4. One-Third (1/3) of the faculty (low/middle/high salary cohorts) become eligible for promotion on the 2019-2022 salary schedule in years 2022, 2023, 2024 and the pattern will continue in subsequent years. The order of moves by each cohort group will be negotiated in 2022.
5. The 2019-2020 Faculty Cost-of-Living-Adjustment (COLA) of three percent (3%) of faculty salaries goes to transition all faculty to the 2019-2022 Salary Schedule. If the Washington State Legislature does not grant the 2019-2020 CTC Faculty COLA (or grants less than three percent (3%)), both the WWCC AHE and the WWCC Administration agree to meet in Fall Quarter 2019 to negotiate a method to transition the faculty to the 2019-2022 Salary Schedule.
6. The entire subsequent COLA's (if granted by the Washington State Legislature) in 2020-2021 & 2021-2022 will be applied to each step equally on the 2019-2022 salary schedule.

Memorandum of Understanding
Between
The Board of Trustees of Community College District No. 20
and the
Walla Walla Community College Association for Higher Education

Whereas the parties have negotiated a 2019-2022 successor agreement in good faith, and

Whereas the parties have acknowledged several topics require further discussion prior to agreement,

Therefore, the Association for Higher Education and the Board of Trustees hereby enter into this Memorandum of Understanding:

The parties agree to create six task forces made up of both faculty and management representatives to develop proposals related to:

- 1) Nursing faculty workload
- 2) Defining Modes of Instruction
- 3) Post tenure evaluation to include
 - i. Revise the instrument
 - ii. Streamline the process
 - iii. Develop instrument training
- 4) Revise Articles 32 and 33 related to Professional Development Committee and Exceptional Faculty Awards Program
- 5) Faculty Leadership roles including Chair and current Workforce Lead roles
- 6) Define the Assessment Coordinator leadership role

These task forces will meet and conclude their recommendations prior to the end of Spring Quarter 2019, and will provide the parties with clear language that can be negotiated into separate Memorandums of Understanding.

For the Employer:

For the Association:

/Don McQuary/
Mr. Don McQuary

/James Peitersen/
Mr. James Peitersen

3/20/19
Date

3/20/19
Date