

## Board of Trustees, District No. 20 Walla Walla Community College Board Meeting Agenda Board Room (161) | WWCC Walla Walla Campus Wednesday | March 27, 2024 | 9:30 a.m.

To connect to the Wednesday, March 27, 2024 Board Meeting virtually, go to ZOOM: <a href="https://wwcc-edu.zoom.us/j/88376686671">https://wwcc-edu.zoom.us/j/88376686671</a> or dial-in: 253/215-8782.

### **Study Session**

All Times are E	<u>stimates</u>		
9:30 a.m.	Call to Order		
	Ms. Tara Leer, Chair		
	Approval of Agenda	Action	
	Ms. Leer		
9:35 a.m.	Classification and Compensation	Discuss	
	Ms. Brooke Marshall		
	Board Meeting Agenda		
<u>All Times are E</u>	<u>stimates</u>		
10:00 a.m.	Recess to Executive Session to Discuss Purchase or Lease		
	of Real Estate		
10:30 a.m.	Consent Agenda	Action	
	Ms. Leer		
	1. February 28, 2024 Board Meeting Minutes		Tab 1
	2. Personnel Update		Tab 2
	3. Final Winter Quarter and Preliminary Spring		T-1-2
	Quarter Enrollment Report		Tab 3
10:35 a.m.	President's Report	Discuss	
	Dr. Chad Hickox		
10:50 a.m.	Student Government Association Activity Report	Discuss	
	Mr. Charles Boykins		
11:00 a.m.	Faculty Senate Update	Discuss	
	Ms. Jennifer Vaughn		
11:10 a.m.	February Financial Report	Discuss	Tab 4
	Mr. Patrick Sisneros and Ms. Lori Peterson		
11:20 a.m.	2024-2025 Sabbatical Request	Action	Tab 5
	Dr. Hickox		

11:25 a.m.	Tenure Dr. Hickox		Tab 6
	<ul> <li>Tenure Recommendations</li> <li>Continued Full-Time Probationary Employment</li> </ul>	Action	
	Recommendations	Action	
11:35 a.m.	Recess to Executive Session to Discuss Negotiations		
12:00 p.m.	Consider Approval of 2024-2027 Contract Between the Board of Trustees of Community College District No. 20 and the American Federation of Teachers – Walla Walla		
	Professional Staff	Action	Tab 7
	Consider Approval of Memorandum of Understanding Between the Board of Trustees of Community College District No. 20 and the American Federation of Teachers		
	<ul><li>Walla Walla Professional Staff</li><li>Ms. Marshall</li></ul>	Action	Tab 8
12:10 p.m.	Board Reports / Remarks	Discuss	
12:20 p.m.	New and Unscheduled Business	Discuss	
12:30 p.m.	Public Comment  Persons wishing to express their views on any matter must sign up in advance and are limited to three minutes.		

12:45 p.m.

Adjournment

### Board of Trustees Meeting Minutes Community College District No. 20 Walla Walla Community College

The Board of Trustees of Community College District No. 20 met in regular session on Wednesday, February 28, 2024 in the Workforce Center on the Walla Walla Community College Clarkston Campus and via Zoom. Ms. Tara Leer called the meeting to order at 9:40 a.m.

**Trustees present:** Ms. Tara Leer, Chair

Mr. Tim Burt

Ms. Michelle Liberty Mr. Bill Warren

Administrators present: Dr. Chad Hickox, President

Mr. Dante Leon, Vice President, Instruction

Ms. Brooke Marshall, Vice President, Human Resources Mr. Patrick Sisneros, Vice President, Administrative Services Dr. Nick Velluzzi, Vice President, Planning, Effectiveness &

**Economic Development** 

Dr. Lisa Chamberlin, Dean, Enrollment Strategies Ms. Jessica Cook, Executive Director, Foundation Ms. Christy Doyle, Dean, Access & Opportunity Ms. Denise Kammers, Dean, Corrections Education Dr. Chad Miltenberger, Dean, Clarkston Campus

Ms. Sam Robinson, Dean, Arts & Sciences

Also present: Ms. Kathy Adamski, Assistant Dean, Nursing

Ms. Debra Erikson, Assistant Dean, Student Success Center

Ms. Doreen Kennedy, Recording Secretary

Mr. Bryan Ovens, AAG

Mr. Joshua Slepin, Director, Institutional Research & Effectiveness

#### Approval of Agenda.

Mr. Warren moved and Ms. Liberty seconded to amend the agenda for the February 28, 2024 Board of Trustees meeting to include a Board visit to the Chief Timothy Cultural Center at the conclusion of the meeting, noting no action will be taken, and to approve the agenda as amended. *Motion carried*.

**Strategic Priority 3 Key Performance Indicators.** Ms. Lori Peterson and Mr. Patrick Sisneros led the Board of Trustees through a study session focused on the key performance indicators (KPI's) related to Strategic Priority 3.

**Strategic Plan Implementation Update.** Dr. Hickox provided an update on implementation of the college's 2023-2028 Strategic Plan with the Board during a study session.

### **Consent Agenda.**

Ms. Liberty moved and Mr. Warren seconded that the consent agenda items be approved or accepted, as appropriate:
1) January 24, 2024 Board Meeting Minutes, 2) February 15, 2024 Special Board Meeting Minutes, 3) Personnel Update, 4) Interim Winter Quarter Enrollment Report. *Motion carried*.

### **President's Report.** Dr. Hickox presented on the following topics:

- Nursing Program Update: Dr. Ben Schultze, Dean of Nursing and Allied Health, has submitted his resignation. Ms. Kathy Adamski, current Assistant Dean of Nursing and former Dean of Nursing Education, has agreed to fill the role vacated by Dr. Schultz on an interim basis while a search is conducted to fill the vacancy.
- Legislative Priorities: A list of legislative priorities for the next biennium is being compiled from constituent groups across campus for submittal to SBCTC. The Board will also have an opportunity to provide input.
- Achieving the Dream (ATD): Dr. Sam Robinson (Dean, Academic Transfer) and I attended ATD's national conference last week in Orlando. We gathered a lot of useful information, including how the process has changed, and are engaging with folks across campus to gauge interest in re-engaging with ATD. The anticipated timeline if we move forward, would start with a kick-off meeting in June and coaching to begin in July.
- Government Shutdown: Once again we are actively monitoring and preparing for the possibility of a federal government shutdown. We have discussed scenarios and updated prepared communication to both students and staff in anticipation.
- Coaching Career Milestone: On February 24, Athletic Director and Men's Basketball Coach Jeff Reinland reached a head coach career milestone hitting 500 wins, and subsequently, due to a competitor's league violation which lead to a forfeit, jumped to 502 wins the same day. Congratulations Jeff!
- Farm to Fork: We are continuing to pursue congressionally directed spending funds for our farm to fork projects, most recently through Senator Cantwell's office, and are hopeful for a positive response related to the upcoming proposal process as we continue to gain traction in this arena.
- Trustee Recruitment: A Board retreat will be scheduled to begin the recruitment process to replace Sergio's position. As requested, a consultant has been identified and has agreed to facilitate.

#### Student Government Association Activity Report.

- ➤ Clarkston Campus. Ms. Mia Solvang, SGA President and Ms. Elizabeth Cole, Clarkston SGA Executive Vice President reported on the following topics:
  - Walla Walla Campus:
    - Collaboration with CTUIR on Peace Pole and Campus Art

- Multicultural Center Progress
- Black History Month Events
- Campus Colors Connection Workshop and Arts & Sciences Advising Expo
- Library Event Series
- Clarkston Campus:
  - o Introduction of Student Life Program Assistant Lauren Kimler
  - New Campus Café pre-made and healthy lunch options available
  - o SGA in the Community parades and presentation at Rotary Club
  - Inside Student Spaces on Campus
  - Paint Night Event
  - Engagement of ELA Students in SGA Activities

**AHE Update.** Mr. Jim Peitersen reported on the following topics:

- Legislative Update
- Faculty Work Load Equity current topic of LMCC
- Trustee Recruitment inclusion of faculty in the process

**January Financial Report.** Mr. Patrick Sisneros and Ms. Lori Peterson reviewed the January financial report for the period ending January 31, 2024, noting a change in the term reported on the revenue table from "operating fee" to "tuition" and the inclusion of a quarterly capital projects update. Items reviewed included:

- Operating Budget
  - Operating Budget Reconciliation
  - o Revenue
  - Expenditures by Category and Function
  - Course/Program Fees
  - Self-Support Programs
- Grants and Contracts
- Enterprise Funds
- Fund Balance and Reserve Health
- Year End Forecast June 30, 2024
- Capital Projects Update

Ms. Peterson noted that the report contained an error in the revenue table on page 4: total state revenue spent to date should read \$13,732,000 (53%) as opposed to \$25,645,765 (99%).

**Second Read:** Board Policy 1410 – Naming of College Buildings/Facilities. Dr. Hickox presented Board Policy 1410 to the Board of Trustees for approval, noting there had been no changes since it was presented at the January 2024 Board meeting.

Mr. Burt moved and Mr. Warren seconded to approve Board Policy 1410 – Naming of College Buildings/Facilities as presented, attached, and made part of these minutes. *Motion carried*.

**Trustee Succession & Onboarding.** Dr. Hickox discussed next steps for engaging a facilitator to aid the trustees in identifying desired skills being sought in the upcoming trustee recruitment and subsequent onboarding process.

**Legislative Priorities.** Dr. Hickox discussed some of the current legislative priorities that had been provided by various college constituent groups and asked the Trustees to provide him with their input for inclusion in the survey to be submitted to SBCTC.

**Board Reports / Remarks.** None.

New and Unscheduled Business. The following was discussed:

• Study Session Topic: Compensation

Public Comment. None.

Adjournment. The meeting adjourned at 12:04 p.m.

ATTEST:	Dr. Chad E. Hickox, President
Mr. Tim Burt Board of Trustees	

### WALLA WALLA COMMUNITY COLLEGE NAMING OF COLLEGE BUILDINGS/FACILITIES BOARD POLICY 1410

Walla Walla Community College assets, both tangible and intangible, may be named for individuals or entities making significant contributions that support the College's mission and goals, enhancing College programs, services, facilities and/or grounds.

- Tangible assets include, but are not limited to: campuses, buildings, laboratories, classrooms, conference rooms, lobbies, stadiums, fields, courts, courtyards and gardens.
- Intangible assets include, but are not limited to: programs, schools, departments, centers, institutes, chairs and funds scholarship and program.

The Board of Trustees of Walla Walla Community College has the authority to name individual college buildings and major land areas, at the recommendation of the President.

The Board of Trustees of Walla Walla Community College delegates to the President the authority to name individual college rooms, lecture halls and other centers of activity.

Policy Contact: President							
Approved by (Department/Body): WWCC Board of Trustees							
Date Originally Approved: February 28, 2024							
Last Reviewed/Revised on:							

#### WALLA WALLA COMMUNITY COLLEGE

#### **MEMORANDUM**

DATE: March 21, 2024

TO: Board of Trustees

FROM: Brooke Marshall, Vice President of Human Resources

SUBJECT: Personnel Update

Below is an update reflecting changes to college personnel in February 2024.

#### **New Hires**

Villalpando, Amanda – Custodian 2, Facilities

#### **Separations**

Shepard, Hayley – Education Career Navigator, WSP

### **Changes**

None

#### **Full-Time Positions Currently Posted**

Director of Adult Basic Education for WSP & CRCC

Director of Center for Integrated Learning

**Director of Culinary Arts** 

Director of Diversity, Equity, Inclusion and Belonging

Director of Enology & Viticulture

**Education Technologist** 

Educational and Career Navigator, WSP & CRCC

**Human Resource Consultant 2** 

**HVAC** Technician

Instruction & Classroom Support Technician 2 (Welding)

Nursing Instructor, (tenure track) WW & Clarkston

Psychology Instructor (tenure track)

Research Data Analyst



### Walla Walla Community College

500 Tausick Way Walla Walla, WA 99362-9267 (509) 522-2500 FAX (509) 527-4800

DATE: March 21, 2024

TO: Board of Trustees

FROM: Dr. Nick Velluzzi

RE: Final Winter & Preliminary Spring Quarter Enrollment

This memo reports final enrollment for Winter Quarter 2024 and preliminary state supported enrollment for Spring Quarter.

- State supported enrollment for winter quarter is reporting 1,688 FTE, which is up 192 FTE or 13% from 1,496 FTE at the **close** of winter 2023.
- Contract enrollment is reporting 1,322 FTE, up 136 FTE (11%) from 1,186 FTE at the close of winter quarter 2023.
- Self-support enrollment is reporting 57 FTE, up 10 FTE from the close of winter 2023.
- Enrollment for combined fund sources is reporting 3,067 FTE, up 338 FTE or 12% from 2,729 FTE at the **close** of winter quarter 2023.
- Preliminary state supported enrollment for spring quarter 2024 is 1,577 as of this date.
   Thus far, spring enrollment is up 11% or 151 FTE from the close of spring quarter 2023.



### Presentation Summary

- ☐ Operating Budget:
  - Operating Budget Reconciliation
  - Revenue
  - Expenditures, by Category and Function
  - Course/Program Fees
  - Self Support Programs
- ☐ Grants and Contracts
- ☐ Enterprise Funds
- ☐ Fund Balance and Reserve Health
- ☐ Year End Forecast June 30, 2024
- Questions



### FY2024 Operating Budget

Updated 2023-2024 Adjusted Operating Budget

Approved 2023-2024 Operating Budget	\$37,260,012	
Approved 2023-2024 Course/Program Fees Budget	1,328,000	
Technology Fee Budget	186,000	
Approved 2023-2024 Operating Budget	\$38,774,012	
Operating Budget		
Approved 2023-2024 Operating Budget (less dedicated student fees)	\$37,260,012	
Allocation 1 - Worker Retraining (budget vs. allocated)	-\$250	
Allocation 1 - Student Emergency Assistance Grant (budget vs. allocated)	18,225	
Allocation 1 - Health Care Opportunity Grants (budget vs. allocated)	-2,655	
Allocation 1 - Students Experiencing Homelessness HB1166 Expansion	118,875	
Allocation 1 - Centers of Excellence	-47,853	
Allocation 1 - Goldstar Families (not allocated in Allocation 1)	-3,998	<del>-</del> 713,252
Allocation 2 - Centers of Excellence	50,583	7 13,232
Allocation 3 - High Demand Enrollments	131,299	
Allocation 3 - Student Needs SSHB 1559	220,810	
Allocation 3 - Nurse Education Enrollment Increases	180,000	
Allocation 4 - Nurse Supply SB 5582	40,000	
Allocation 4 - Centers of Excellence	-1,539	
Allocation 5 - Goldstar Families	4,955	
Allocation 6 - College in High School Fees SSSB 5048	4,800 _	

\$37,973,264

COMMUNITY COMMUNITY COLLEGE

### Revenue

	2023-2024 Adjusted Budget	% of Total	2023-2024 YTD Actuals	% of Budget	2022-2023 YTD Actuals	% of Budget	Difference over Prior Year	% Change YOY
State Allocation								
Base Allocation	\$18,958,292	50%	\$13,075,439	69%	\$12,359,065	58%	\$716,375	6%
Opportunity Grant	461,412	1%	239,643	52%	346,387	75%	-106,744	-31%
Other Earmarks/Provisos	4,819,488	13%	1,810,840	38%	-	0%	1,810,840	0%
Worker Retraining	1,715,073	5%	838,939	49%	947,622	55%	-108,683	-11%
Total State Revenue	\$25,954,265	68%	\$15,964,861	62%	\$13,653,073	58%	\$2,311,788	17%
Tuition & Other Revenue								
Tuition, Net of Waivers	\$6,180,000	16%	\$5,456,460	88%	\$4,111,901	66%	\$1,344,559	33%
Other Misc Revenue	959,000	3%	949,066	99%	781,348	214%	167,719	21%
Open Doors Program	150,000	0%	75,195	50%	18,183	43%	57,013	314%
Running Start	1,700,000	4%	669,090	39%	674,796	40%	-5,706	-1%
Foundation Support	250,000	1%	100,000	40%	150,000	60%	-50,000	-33%
Grants and Contracts - Indirect	1,000,000	3%	408,684	41%	427,069	44%	-18,385	-4%
Community Service	260,000	1%	200,533	77%	139,803	54%	60,731	43%
Ancillary Programs	150,000	0%	54,661	36%	65,523	44%	-10,862	-17%
Total Tuition & Other Revenue	\$10,649,000	28%	\$7,913,691	74%	\$6,368,622	\$0	\$1,545,068	24%
Use of Fund Balance (ctcLink)	\$370,000	1%	\$169,866	0%	\$206,801	19%	-\$36,935	-18%
CRSSAA/ARPA Funding	\$1,000,000	3%	\$75,287	0%	\$430,758	60%	-\$355,471	-83%
TOTAL REVENUE	\$37,973,265	100%	\$24,123,704	64%	\$20,659,255	57%	\$3,464,450	17%



### Expenditures, by Category

	2023-2024 2023-2024 % of Total YTD Actuals		2022-2023 YTD Actuals	% of Budget	Difference over Prior Year	% Change YOY		
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Salaries and Wages	\$23,286,827	61%	\$13,297,404	57%	\$11,000,869	51%	\$2,296,535	21%
Benefits	7,735,987	20%	4,544,922	59%	4,108,989	56%	435,933	11%
Rents	14,000	0%	23,273	166%	26,952	67%	-3,679	-14%
Utilities	1,149,026	3%	732,870	64%	659,330	68%	73,540	11%
Goods and Services	2,749,448	7%	2,035,305	74%	1,795,067	50%	240,238	13%
Travel	203,616	1%	119,301	59%	52,952	52%	66,349	125%
Equipment	682,964	2%	596,092	87%	188,014	24%	408,078	217%
Fin Aid, Debt Service, Transfers	2,112,420	6%	803,308	38%	706,569	34%	96,739	14%
TOTAL EXPENSE	\$37,934,287	100%	\$22,152,475	- 58% -	\$18,538,742	51%	\$3,613,732	19%



### Expenditures, by Function

	2023-2024 Adjusted Budget	% of Total	2023-2024 YTD Actuals	% of Budget	2022-2023 YTD Actuals	% of Budget	Difference over Prior Year	% Change YOY
Instruction	\$14,503,488	38%	\$7,753,932	53%	\$6,037,161	45%	\$1,716,771	28%
Community Service	260,000	1%	232,673	89%	122,891	51%	109,782	89%
Instructional Computing	196,707	1%	142,814	73%	184,774	46%	-41,960	-23%
Ancillary Programs	150,000	0%	58,079	39%	76,056	51%	-17,977	-24%
Academic Administration	3,016,627	8%	1,709,130	57%	1,507,997	52%	201,133	13%
Library Services	644,579	2%	411,826	64%	359,427	59%	52,399	15%
Student Services	5,995,078	16%	3,367,179	56%	3,031,794	57%	335,386	11%
Institutional Support	8,878,225	23%	5,721,609	64%	4,972,173	51%	749,436	15%
Facility Services	4,289,584	11%	2,755,232	64%	2,246,469	64%	508,763	23%
TOTAL EXPENSE	\$37,934,287	100%	\$22,152,475	- 58% -	\$18,538,742	51%	\$3,613,732	19%



### Course/Program Fees

	Academic Transfer	Vocational Programs	Healthcare Education	Facility Use Fees	eLearning Fees	Technology Fee	Intl Student Fees	Total
Student Fee Revenue, Year-to-date	\$66,497	\$569,356	\$209,157	\$266,930	\$402,577	\$152,251	\$13,990	\$1,680,758
less: Program costs	29,733	353,075	143,177	259,988	169,461	177,483	5,784	1,138,701
Net Profit/(Loss), Year-to-date	\$36,764	\$216,281	\$65,981	\$6,941	\$233,115	-\$25,232	\$8,206	\$542,056
Opening Fund Balance, 7/1/23	\$93,845	\$530,664	\$241,841	\$1,334,081	\$547,629	\$163,273	\$44,733	\$2,956,066
Fund Balance as of 2/29/2024	\$130,608	\$746,945	\$307,822	\$1,341,023	\$780,744	\$138,041	\$52,939	\$3,498,122



### Self-Support Programs

	Quest	Youth Programs	Continuing Education	Community Education	Resale Programs	2nd Chance Pell	Total
Revenue, Year-to-date	\$64,652	\$1,140	\$4,284	\$26,799	\$54,661	\$103,658	\$255,195
less: Program costs	26,821	63	121,363	13,017	58,079	71,409	290,753
Net Profit/(Loss), Year-to-date	\$37,832	\$1,077	-\$117,079	\$13,782	-\$3,418	\$32,249	-\$35,558
Opening Fund Balance, 7/1/23	-\$7,680	\$19,977	-\$11,505	-\$299	-\$13,662	\$94,104	\$80,935
Fund Balance as of 2/29/2024	\$30,152	\$21,055	-\$128,584	\$13,483	-\$17,080	\$126,353	\$45,377



### **Grants and Contracts**

	Feb 2024 Budget Changes		2023-2024 YTD Budget		Expenditures to Date		YTD % Spent
Corrections Education	\$	-	\$	8,583,651	\$	5,564,418	65%
State Funded Grants		-		2,448,537		1,140,981	47%
Federal Funded Grants		-		1,626,067		689,188	42%
Private Funded Grants		-		164,664		19,806	12%
Fiscal Agent Grants		-		835,574		314,560	38%
TOTAL GRANTS & CONTRACTS	\$	<u>-</u>	\$	13,658,493	\$	7,728,953	57%



### **Enterprise Funds**

	SGA	Bookstore	Culinary	Other Enterprise	Total
Revenue, Year-to-date					
Tuition/Fees	\$699,528	\$0	\$170	\$78,013	\$777,711
Sales	160	147,320	-	24,859	\$172,338
Club/Team Fundraising	134,226	-	-	-	134,226
Other	17,163	3,245	95,489	219,313	335,209
Total YTD Revenue	\$851,077	\$150,564	\$95,659	\$322,185	\$1,419,485
Program Costs, Year-to-date					
Salaries and Benefits	\$211,556	\$114,556	\$71,608	\$59,973	\$457,693
Scholarships	145,470	-	-	-	145,470
Goods and Services	736,365	145,783	64,368	51,050	997,565
Total YTD Program Costs	\$1,093,390	\$260,339	\$135,977	\$111,022	1,600,728
Net Profit/(Loss), Year-to-date	-\$242,313	-\$109,775	-\$40,318	\$211,163	-\$181,243
Opening Fund Balance, 7/1/22	\$359,586	\$485,735	\$55,338	\$492,654	\$1,393,313
Fund Balance as of 2/29/2024	\$117,273	\$375,960	\$15,020	\$703,817	\$1,212,070

### Fund Balance Report

	Balance	Committed	Available	Notes
Grants - 145	-\$6,881,324	-\$6,881,324	\$0	Allowable spending specific to each grant
Contracts - 146	15,743,519	3,221,139	12,522,380	Available includes: Running Start, Grant and Contract indirect, balance of HEERF draws
Local Funds - 148	7,253,106	3,422,528	3,830,578	Committed includes: ctcLink, Self-support and ancillary programs, course, program, and tech fees
Operating Fee (Tuition) -149	2,406,232	0	2,406,232	Tuition and investment interest
Motorpool - 460	81,298	81,298	-	For maintenance of Motorpool fleet
SGA/Athletics - 522	117,273	117,273	-	For SGA/Athletics support
Bookstore - 524	375,960	375,960	_	For Bookstore operation
Culinary Enterprises - 569	15,020	15,020	_	For culinary enterprise activity only (Capstone, catering, café)
Auxilliary - 570	703,817	703,817	_	Reserved balances (PBX and software replace, various pass- throughs and fees, faculty excellence, etc)
Other funds	660,047	660,047	-	Agency funds, local capital, state appropriations, 3.5% FA
Totals	\$20,474,948	\$1,715,758	\$18,759,190	



### **Looking Ahead**

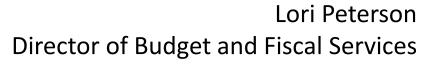
	Amount	Notes
Uncommitted Fund Balance	\$18,759,190	from previous slide
<u>Less</u> :		
IT infrastructure	707,000	Classroom technology upgrades
Lost Revenue spending	293,000	Committed for FY24 operating budget
ctcLink	100,000	Committed for FY24 ongoing costs of implementation/stabilization
Reserve spending	23,333	Committed for FY24 to support Facilities (Custodial salary backfill)
Subtotal	\$17,635,857	
<u>Less Reserves</u> :		Board Policy 1670
Operational Contingency	1,163,220	3% of FY23 budgeted operating expenditures
Operating Reserves	6,591,582	17% of FY23 budgeted operating expenditures
Net Available Fund Balance	\$9,881,055	



### Year-End Forecast

	F	Y21 Budget	ı	FY21 Actual	FY22 Budget	FY22 Actual	F	FY23 Budget	FY23 Actual	FY24 Budget	FY24 Actual (estimated)
Annual State FTE Enrollments		2,157		1,696	1,950	1,699		1,776	1,617	1,550	1,757
Revenue											
State and Local	\$	26,484,213	\$	25,938,228	\$ 25,820,685	\$ 25,477,440	\$	27,584,873	\$ 29,090,512	\$ 30,423,265	\$ 30,423,265
Tuition		6,237,448		5,718,286	6,100,000	6,759,437		6,250,000	5,194,359	6,180,000	6,303,600
Reserves and COVID Relief Funds		-		141,504	1,660,272	879,530		2,610,000	916,376	1,370,000	1,370,000
Total Revenue	\$	32,721,661	\$	31,798,018	\$ 33,580,957	\$ 33,116,407	\$	36,444,873	\$ 35,201,248	\$ 37,973,265	\$ 38,096,865
Expenditures											
Salaries and Wages	\$	18,082,092	\$	16,469,393	\$ 19,928,227	\$ 18,532,462	\$	21,443,113	\$ 19,799,393	\$ 23,286,827	\$ 21,617,640
Benefits		6,312,791		5,848,155	6,795,456	5,968,897		7,297,353	6,687,845	7,735,987	6,735,638
<b>Total Personnel Costs</b>	\$	24,394,883	\$	22,317,548	\$ 26,723,683	\$ 24,501,360	\$	28,740,466	\$ 26,487,238	\$ 31,022,813	\$ 28,353,279
Personnel as a % of Revenue		74.6%		70.2%	79.6%	74.0%		78.9%	75.2%	81.7%	74.4%
Total Non-Personnel Expense	\$	5,978,950	\$	5,302,660	\$ 6,548,430	\$ 5,946,258	\$	7,751,086	\$ 7,455,805	\$ 6,904,694	\$ 8,225,492
Non-Personnel Expense as a % of Revenue		18.3%		16.7%	19.5%	18.0%		21.3%	21.2%	18.2%	21.6%
<b>Total Operating Expense</b>	\$	30,373,833	\$	27,620,208	\$ 33,272,113	\$ 30,447,617	\$	36,491,552	\$ 33,943,043	\$ 37,927,507	\$ 36,578,770
Operating as a % of Revenue		92.8%		86.9%	99.1%	91.9%		100.1%	96.4%	99.9%	96.0%
Net Operating Excess/Deficit	\$	2,347,828	\$	4,177,810	\$ 308,844	\$ 2,668,789	\$	(46,679)	\$ 1,258,204	\$ 45,758	\$ 1,518,095

# Questions







### Walla Walla Community College Office of the President

500 Tausick Way Walla Walla, WA 99362-9267

Phone: (509) 527-4274

#### **MEMORANDUM**

Ch E.7L

**TO:** WWCC Board of Trustees

**DATE:** March 21, 2024

FROM: Chad Hickox, President

**RE:** Sabbatical Recommendations

The Professional Development Committee has recommended two faculty for sabbaticals:

• Wesley Maier – FTF, Criminal Justice:

o Three (3) Quarters – Fall 2024, Winter and Spring 2025 (September 2024 to June 2025)

• Robin Green – FTF, Computer Science

 Two (2) Quarters – Pending further discussion with the Vice President of Instruction to clarify activities and outcomes

After reviewing the applications and recommendations, I recommend that the Board approve the requested sabbatical leave for Wesley Maier and for Robin Green with conditions as noted.



### Walla Walla Community College Professional Development Committee

500 Tausick Way Walla Walla, WA 99362-9267

#### **MEMORANDUM**

TO: Dr. Chad Hickox, President

**DATE:** March 21, 2024

**FROM:** Jeff Adams—Chair, Professional Development Committee

**RE:** Sabbatical Proposal Discussion and Conclusions

The Professional Development Committee reviewed for consideration three sabbatical proposals for the 2024-2025 school year. The committee recommends the following:

- Wesley Maier Recommended for Three (3) Quarters
- Robin Greene Recommended for Two (2) Quarters Pending Further Discussion with VPI

Robin Greene will be contacted by Vice President Dante Leon to clarify what activities and outcomes would be the appropriate product of a two (2)-quarter sabbatical next year.

00:50

### Review: Sabbatical Leave Application (for 24-25)

Respondent

3

Wesley Maier

	Ti	me to comple	te	
1.	Full Name: *		Score	/ 0 pts
	Wesley Bruce Maier			
2.	Date of Request: *		Score	/ 0 pts
	1/15/2024	<b>:::</b>		
3.	Date of first full-time contract at WWCC: *		Score	/ 0 pts
	8/22/2018	:::		
4.	Number of years (full-time) at WWCC: *		Score	/ 0 pts
	Six years at the end of the spring 2024 school year.			
5.	Current teaching assignment: *		Score	/ 0 pts
	Full time tenured faculty member for the criminal justice department.			
	Please complete the sentence with the following answers in the text box below: "I request quarter(s) of leave to begin and to terminate" *	_	Score	/ 0 pts
	I request three quarters of leave to begin fall 2024 and to terminate Spring 2025.			

- 7. Description of Sabbatical Leave Plan
  - a. State reasons for requesting the leave.
  - b. Provide a detailed description of the plan. \*

I am writing to formally request sabbatical leave for the upcoming academic year to undertake a significant research and documentary project focused on the rich historical narrative of the Washington State Penitentiary (WSP). As a criminal justice scholar and Department Lead of the Criminal Justice Department at Walla Walla Community College, I firmly believe that this endeavor seamlessly aligns with my academic goals, holds numerous potential benefits for our institution, and promises a broader impact on both academic and public communities. The following provides a detailed description of my proposed project and timeline, followed by a discussion of the broad array of potential benefits stemming from this project. The documentary will provide a historical overview of the Washington State Penitentiary, divided into three sections: Early Years, Turbulent Era, and Present-Day. The first section, covering the period from 1886 to 1960, will delve into inmate population demographics, culture, daily life, work opportunities, social engagements, disciplinary actions, and employee roles and responsibilities, highlighting effects from policy changes with information sourced from primary materials and archives. The second section, covering 1960 to 1990, will explore changes in inmate demographics, policy, and prison violence. Sources for this section, in addition to primary and archive materials, include first-hand accounts of past employees and inmates as well as recorded interviews with historians. The final section, covering the 1990s to present-day, will showcase improvements to

Timeline:

Month 1: Pre-production and Planning

- Concept Development:
- Preliminary Research: Conduct thorough research on the subject matter, including historical context

practices and the environment through interviews with current employees and scholars.

- Budgeting: Outline a detailed budget
- Financing: Explore funding options, including grants.

Month 2-3: Archival Research and Funding Acquisition

- Archival Research: Gather historical records from Whitman University, Washington State Penitentiary, Washington Prison History Project Archives, and University of Washington, Bothell.
- Write Treatment: document outlining the documentary's concept, structure, and visual style.
- Funding: Submit grant applications or proposals to secure financial support.

Month 4: Script

- Script Outline: Construct a detailed script of the documentary including narratives and interview questions.
- Location Scouting: Identify and visit potential filming locations to assess feasibility.
- Logistics Planning: Plan for travel, accommodations, and transportation.
- Gain Accessibility: Secure necessary permits and permissions for filming in specific locations.

Months 5: Scheduling and Preparing Equipment

- Equipment Acquisition: Gather filming, audio, and lighting equipment.
- $\bullet \ \, \text{Interviewee Selection: Identify and establish contact with potential interviewees or subjects.}$
- $\bullet$  Filming Schedule: Develop a shooting schedule.
- Management System: Develop a system for managing and organizing footage and other production assets.

Months 6: Initial Production

- Finalize Script: visual shots, Narrations, segues, and interview questions.
- Initial Filming: Begin the initial filming process.
- $\bullet$  Pre-Interviews: Conduct pre-interviews with subjects one week before interview.
- Begin Filming Interviews: Start principal photography, focusing on key interviews.

Months 7-9: Production and Interviews

- Ongoing Interviews: Continue shooting additional interviews.
- Review: View all footage and identify any gaps.
- Filming: Complete initial filming.
- Audio Narrative: Record narrative audio.

Months 10-12: Post-Production Planning and Initial Editing

- Catalog Film:
- Initial Editing:
- Obtain Feedback

Months 13-14: Final Editing, Sound Design, and Release

- Finalize Visual Corrections:
- Release: Schedule a premiere or release event.

Score / 0 pts

#### 8. Proposed Benefits

Score / 0 pts

- a. Describe the value of the proposed activity to the enhancement of the instructional program of WWCC.
- b. Describe the value of the proposed activity to your professional growth and development. \*

The sabbatical aims to deepen my engagement with the historical and sociological aspects of the WSP, contributing significantly to the academic understanding of the penitentiary's role in American corrections history and its broader implications for criminal justice, while illuminating the rich history of the Walla Walla region. This interdisciplinary project will foster connections between history, corrections, and film studies, aligning with my commitments to advance the knowledge in these fields and promote a more comprehensive approach to teaching and research. I am confident that the outcomes of this sabbatical will not only advance my academic pursuits but also bring significant prestige and visibility to our institution.

Besides the project's close alignment with my professional and academic goals for making meaningful impact on the academic and public communities, it also provides a broad array of potential benefits to the college. The insights gained from this project will directly inform and enrich my teaching methodologies, allowing me to offer students a more vibrant and experiential understanding of historical and sociological concepts. The completion of a high-quality historical documentary will bring positive recognition to our institution, showcasing faculty commitment to rigorous research and scholarly excellence, enhancing the institutions' academic reputation. Additionally, engaging with experts in documentary film making, history, and criminology will create opportunities for collaboration and potential partnerships, augmenting the institutional network and promoting future joint initiatives. I intend to use the sabbatical period to explore grant opportunities and secure funding for the documentary project, contributing to the institution's financial sustainability and research infrastructure.

Beyond these benefits to the institution, the project will positively impact the academic and public communities. The documentary will serve as a valuable educational resource, fostering public awareness and understanding of the historical context of the Washington State Penitentiary. This aligns with our institution's commitment to community engagement and outreach. By addressing historical and social issues related to the penitentiary, the documentary will contribute to broader discussions relating to criminal justice reform, social responsibility, and cultural heritage, resonating with a diverse audience. Most importantly, the project will play a crucial role in preserving the historical record, capturing the stories, events, and conditions of the Washington State Penitentiary for future generations.

 Description of Past Contributions to WWCC (Include part-time or classified employment, fellowships, WWCC committee work, recognition, etc.) \*

Throughout my seven years of dedicated service at Walla Walla Community College, my contributions have been both extensive and diverse. I have invested substantial efforts in establishing a dynamic academic department renowned for delivering top-notch programming and instruction. This dedication is in harmony with the college's mission, emphasizing student-first education, high standards, and active community engagement.

In 2018, I founded the Criminal Justice Department at Walla Walla Community College, assuming the role of Program Lead. In this capacity, I meticulously shaped all department policies, programs, and procedures with a strategic focus on creating a memorable and interactive learning experience. This approach aimed to enhance students' problem-solving, communication, and critical thinking skills, crucial for career success in the field.

During the same year, I undertook the design of the Associate of Applied Science Degree in Criminal Justice within the Social Science Division. This involved the creation of 8 courses meticulously tailored to provide graduates with practical and applied skills essential for a successful start in their careers. These courses were thoughtfully developed to cater to various learning modalities, including in-class, online, and HyFlex, with accelerated options specifically crafted for students already employed in the criminal justice field.

In 2020, I played a pivotal role in spearheading the development of the Bachelor of Applied Science Degree in Business Management and Criminal Justice Administration. This initiative aimed to provide graduates with competitive credentials to advance their careers or fulfill promotion requirements for students currently employed in the criminal justice field. Collaborating closely with the Business Department within the Workforce Division, I crafted 7 courses tailored for in-class, online, and HyFlex modalities, ensuring a comprehensive educational experience and equal accessibility for full-time working students.

My service to the college are listed below.

2023-Present Member, Institutional Effectiveness Committee

2021-Present Member, Bachelor of Applied Science Steering Committee

2019-Present Guest Speaker for BAS in Criminal Justice, BAS Information Sessions

2018-Present Facilitator, Criminal Justice Advisory Board, Walla Walla Community College.

2018-Present Student Advisor, Criminal Justice Department

2018-Present Member, SEATech Criminal Justice Advisory Board

2022-Present Evaluator, Math Faculty Tenure Committee

2023 Member, Tenure Human and Social Services Search Committee

2022 Member, Interim Dean Search Committee

2021-2022 Member, Tenure Sociology Faculty Search Committee

2019-2021 Organizer/Faculty Representative, Criminal Justice Club

Fall 2021 Member, Educational Assessment Coordinator Selection Committee.

Fall 2021 Member, Tenure Research Librarian Faculty Search Committee

Spring 2020 Guest Speaker, "Become a Warrior" Student Recruitment Event

Fall 2019 Co-Organizer, Criminal Justice and Social Service Showcase and Job Fair

Score / 0 pts



### Office of Vice President of Instruction Walla Walla Community College

500 Tausick Way Walla Walla, WA 99362-9267

Phone: (509) 527-4289 Fax: (509) 527-4249

Date: 01/15/24

To: Professional Development Committee

From: Dante Leon

Ref: Sabbatical request - Wesley Maier

I am extending this letter in support of the three-quarter leave Sabbatical Request submitted by Dr. Wesley Maier, lead instructor of Criminal Justice at Walla Walla Community College.

Dr. Maier has submitted a detailed proposal for a documentary that will cover a historical overview of the Washington State Penitentiary starting from 1886 to present. The supporting work for this documentary includes research of archives, demographics and policies with interviews of stakeholders such as historians, WSP employees, and inmates.

Attached to the proposal, Dr. Maier submitted a timeline laying out the different deliverables and deadlines for the components of the documentary. There are several components that need to be scheduled in advance and also there is time dedicated to securing grants or other funding.

The overall goal of the documentary is to help Dr. Maier deepen his knowledge of the historical and sociological aspects of the penitentiary. Another outcome will be the development of connections with experts in documentary filmmaking, history, and criminology.

The above proposal addresses several of the criteria for award and is presented to the Committee together with this letter of support.

Dante Leon

Vice President of Instruction

Dear Vice President Leon,

I am pleased to provide a letter of support for Dr. Wesley Maier's request for a sabbatical over the course of the 2024-2025 academic year. I have known and worked with Dr. Maier over the past five years and throughout this time his contributions to the college and broader scholarship-as seen with his current work on authoring OER texts for the statewide Criminal Justice curriculum for example have been exemplary.

Dr. Maier is readily described as innovative, thoughtful, and thorough in his approach to improving outcomes for our students and community in direct support of Walla Walla Community College's (WWCC) mission of service towards enhancing the public good. These descriptors also apply to Wesley's capacity to conduct well designed and impactful research as he aspires to do over the course of his sabbatical.

Dr. Maier's intended work centers on capturing soon to be lost voices that speak to an often overlooked component of local history—the Washington State Penitentiary in Walla Walla (WSP). Through conducting research including historical research, archival research, and collecting oral histories, Wesly intends to with create a documentary on the history of the WSP in Walla Walla. Not only will this work advance scholarship and understanding in this area, it will be accessible to a range of audiences. Dr. Maier's work in particular will be useful for academic contexts that span the disciplines, from Criminal Justice, U.S. and Pacific Northwest History, Education, Public Policy, and Sociology. In addition, this documentary will illuminate a unique aspect of the Walla Walla region and WWCC.

Dr. Maier is a disciplined scholar, excellent researcher, who has also demonstrated a capacity to share learning in a profound and accessible manner. These are the hallmarks of public scholarship that illuminate and advance civic discourse. Centering this work regionally allows for a level of relevance that casts a spotlight on local history and has the potential to enhance public engagement with the exceptional work at Walla Walla Community College.

Please do not hesitate to contact me if I can further expand on Dr. Maier's scholarship and contributions to WWCC.

Thank you for your consideration,

Jacquelyn Ray, MLIS, MA Director of Library Services and FYE To: VPI Dante Leon

From: Jim Peitersen – WWCC American Studies Instructor

Date: 9 January 2024

Topic: Recommendation for Dr. Wesley Maier's Sabbatical Request

VPI Leon,

Dr. Maier has been the sole instructor, Department Lead, and de facto Director of the WWCC Criminal Justice program since it's current inception. He has worked tirelessly to create a modern, rigorous, and relevant program while dealing with various budget and administrative restraints. I applaud his efforts and feel that he is the reason that the CJ program is as strong as it is currently. These efforts, and his vision for what the CJ program can become, should be recognized by granting him his request for sabbatical in the 2024-25 academic year.

His plan for using this sabbatical to create a video documentary of the history of the Washington State Penitentiary sounds fascinating (speaking as an historian). This project will make use of primary documents, photos/footage, and interviews with past and present WSP employees and local historians. Wes has extensive experience with the WSP from his graduate studies, thus giving him a strong background to approach this project. It is my belief that this completed documentary will add significant scholarship to the historical record of both the prison, the county/city of Walla Walla, and our college because of our multi-decade relationship with the Department of Corrections in providing education to the incarcerated. Wes should be able to share his newfound knowledge in his CJ classes and with our sociology, psychology, and history departments. It goes without saying that any notoriety that comes from this project will benefit all the partners mentioned above.

Please accept my unqualified recommendation for Dr. Maier's request for sabbatical in the 2024-25 academic year so that he can complete this documentary that has the potential do benefit so many individuals and groups.

Jim Peitersen

American Studies Instructor - WWCC

### Review: Sabbatical Leave Application (for 24-25)

Respondent

	ROBIN GREENE	6:48 to complete	
1. Full	I Name: *	Score ,	/ 0 pts
Ro	obin Greene		
2. Dat	te of Request: *	Score ,	/ 0 pts
1/	/13/2024	<u>:::</u>	
3. Dat	te of first full-time contract at WWCC: *	Score	/ 0 pts
9/	71/1994	i::	
4. Nur	mber of years (full-time) at WWCC: *	Score ,	/ 0 pts
30			
5. Cur	rrent teaching assignment: *	Score ,	/ 0 pts
ye	urrently, I am the lead instructor for the AAS in Software Design and manage adjunct instructors for this degree. For the I aars I have taught up to 5 courses every quarter in this degree area. I advise all of our Software Design students and transudents in computer science and engineering.		
	ase complete the sentence with the following answers in the text box below: "I request arter(s) of leave to begin and to terminate" *	Score ,	/ 0 pts
l re	equest 3 quarters of leave to begin 9/9/2024 and to terminate 6/20/2025.		

Score

/ 0 pts

- 7. Description of Sabbatical Leave Plan
  - a. State reasons for requesting the leave.
  - b. Provide a detailed description of the plan. \*
  - a. State reasons for requesting the leave.
  - 1. Evaluate viability of computer science degrees and programs at Walla Walla Community College.
  - 2. The possibilities of creating a cyber-security AAS.
  - 3. Partner with CBC and an agreement so our students can smoothly transfer into their applied bachelors' program in cybersecurity
  - 4. Possibilities of Walla Walla Community College qualifying for The CAE Cyber Defense (CAE-CD) designation which is awarded to regionally accredited academic institutions offering cybersecurity-related degrees including majors, minors, and/or certificates at the associates, bachelors and graduate levels.
  - 5. Evaluate information provided by Lightcast which is a labor market analytics firm that provides meaningful data for colleges and their students. Lightcast's job posting analytics give a real-Time look into the needs of employers in today's labor market.
  - 6. Evaluate the 2020 CAE Cyber Defense (CAE-CD) Knowledge Units provided by Vice-President of instruction.
  - 7. Review prerequisites in for all classes to see what barriers are keeping students from completing the AAS Software Design degree.
  - 8. Assess if the Computer Science program content is consistent with recognized fields of study?
  - 9. Work with industry partners, researching what the needs are for our area.
  - 10. Recruit and strengthen the Computer Technology Advisory Committee.
  - 11. Promote more female and minority recruitment into our computer programs.
  - 12. Research whether a BS in Computer Science is beneficial to our area.
  - 13. Address the shortfall of qualified instructors.

#### b. Provide a detailed description of the plan.

After a long discussion with my direct colleagues and supervisors, we are confident arrangements can be made for a smooth transition of duties during my proposed sabbatical. My dedication to WWCC and its future is proven daily in how I approach the workday. I have some great ideas that I believe I can implement. There is a great shortfall of qualified instructors in computer science in our area, around the state, and our nation. I would love to focus on this issue and the issue of improving our programs to align with industry and the future.

Starting in the Fall quarter of 2024 I will be working on all of the outcomes and assessment tools for computer science courses. To make sure they Objectives will be aligned with the college's mission and/or institutional priorities and expectations of the computer science program. I will be researching our long-term strategic goals and objectives. I am going to contact the following employers in our area: Jim Edmonds owner Ingeniux; Levi Henley manager at Amazon Data Center; VA hospital IT department; and Cayuse Technologies.; Dan Lonai at Umatilla County; Joel Oertel Manager Hanford Mission Integrated Solutions; and Tim Russell Snoffleware Studios LLC. Other employers like agri-business (like Tyson), manufacturing (including Clarkston where there is a strong manufacturing base), and the FIRE sector (Finance, Insurance and Real Estate). We will be looking at programming language and soft skill needs of employees. The average company in our service area is of medium/small size, so IT people perform multiple jobs. We need a good cross section of businesses to get an idea of what training is needed. I will also look at entry level Certificates and Degrees to get employed for these companies. I will also be researching feasibilities of Walla Walla Community College having an AAS in Cybersecurity or BA in Business with a cybersecurity emphasis.

Winter of 2025 will be spent creating either creating AAS in Cyber Security or an emphasis in Cyber Security onto our Applied Bachelors. I will also be working with Valerie Sundby from SBCTC. She is in charge of the \$2 million grant given by Microsoft and Amazon to create a BS degree in Computer Science that can be offered at community colleges.

not complete ... See attachment - No more space to attach the other files mentioned either!!

#### 8. Proposed Benefits

- Score / 0 pts
- a. Describe the value of the proposed activity to the enhancement of the instructional program of WWCC.
- b. Describe the value of the proposed activity to your professional growth and development. \*
- a. Describe the value of the proposed activity to the enhancement of the instructional program of WWCC.

  Both Jerry Sampson and I are at the end of our careers. It is imperative that we find new instructors in our area. We need good people, but a person with a Master's in Computer Science is not likely to teach at community college on adjunct salary or even at a starting salary of \$50,000 year when they can make well over 6 figures. I want to find a way to locate instructors that have an altruistic outlook on life and are willing to teach and to change people's lives or to give back, beyond the allure of the big salary. Both the Software Degree and the AAS in Networking Degree need a facelift. With over 65,000 job openings in cybersecurity over the next 3 years, it would be a great time to pivot to a new degree. We have jobs in the Software feed, we need students.
- b. Describe the value of the proposed activity to your professional growth and development.

The main reason is that I believe in the educational opportunities at WWCC. We serve a demographic that has produced talented individuals, and they are employed in our community or heading their own companies. We can make the programs at WWCC stronger to face the needs of tomorrow. That is worth in my efforts. In my 30 years as a Walla Walla Community College employee, I have contributed an ample number of accomplishments with extremely positive outcomes, such as: creating 3 different programs and over 25 new courses, started the softball program and worked with others in many different ways to get kids on campus so they feel comfortable and strive to get a higher education.

I would like to allocate more time to reviewing our situation with our degrees and find ways to move into the future with our ever-changing industry. There is a lot of work to be done, but I am optimistic in the road ahead and view this as a challenging adventure. I have been a loyal employee and my accomplishments, proven positive feedback from students, co-workers, and supervisors is evidence that I truly believe this work and that it will be beneficial for our programs, the WWCC family, and myself.

 Description of Past Contributions to WWCC (Include part-time or classified employment, fellowships, WWCC committee work, recognition, etc.) \* Score / 0 pts

#### Committees:

Many hiring committees

Recruitment and retainment committee

Website committee

Safety Committee

Distance Learning committee

E-Learning committee

Enrollment committee

Campus Well-Being Committee

Data Council committee

Technology committee

And some I can't remember.

A big part of kid's college, set up and instruction.

Computer Science Coalition

NISOG Excellence Award - Instruction and Presentation

Back to Industry with Boeing

Women in STEM

Whitman connection

#### Athletics:

I started the softball program in 1994, while working in the Financial Aid office, and teaching Math classes. I was awarded NWACC softball coach of the year in 1996. I also coached the women's basketball team.

Working in the Computer Science department for over 20 years, I assisted Mike Rostollan with the golf team for most of those years, where we were fortunate enough to win several NWACC golf championships. The connections to all these students with their different goals and strengths are a gift of a lifetime.

I have been invested in the lives of our students and the wonderful people who are a part of the WWCC family my entire career.

### SABBATICAL LEAVE REQUEST

- 5.) I am lead instructor for the AAS in Software Design and manage adjunct instructors for this degree. I teach up to 5 courses every quarter in this degree area. I advise all of our Software Design students and transfer students in computer science and engineering.
- 6.) Please complete the sentence with the following answers in the text box below: "I request 3 quarter(s) of leave to begin 9/3/2024 and to terminate 6/20/2025
- 7.) Description of Sabbatical Leave Plan
- a. State reasons for requesting the leave.
  - 1. Evaluate viability of computer science degrees and programs at Walla Walla Community College.
  - 2. The possibilities of creating a cyber-security AAS.
  - 3. Partner with CBC and an agreement so our students can smoothly transfer into their applied bachelors' program in cybersecurity
  - 4. Possibilities of Walla Walla Community College qualifying for **The CAE Cyber Defense (CAE-CD)** designation which is awarded to regionally accredited academic institutions offering cybersecurity-related degrees including majors, minors, and/or certificates at the Associates, Bachelors and graduate levels.
  - 5. Evaluate information provided by Lightcast which is a labor market analytics firm that provides meaningful data for colleges and their students. Lightcast's job posting analytics give a real-Time look into the needs of employers in today's labor market.
  - 6. Evaluate the 2020 CAE Cyber Defense (CAE-CD) Knowledge Units provided by Vice-President of instruction.
  - 7. Review prerequisites in for all classes to see what barriers are keeping students from completing the AAS Software Design degree.
  - 8. Assess if the Computer Science program content is consistent with recognized fields of study?
  - 9. Work with industry partners, researching what the needs are for our area.
  - 10. Recruit and strengthen the Computer Technology Advisory Committee.
  - 11. Promote more female and minority recruitment into our computer programs.
  - 12. Research whether a BS in Computer Science is beneficial to our area.
  - 13. Address the shortfall of qualified instructors.
- b. Provide a detailed description of the plan.

After a long discussion with my direct colleagues and supervisors, we are confident arrangements can be made for a smooth transition of duties during my proposed sabbatical. My dedication to WWCC and its future is proven daily in how I approach the work day. I have some great ideas that I believe I can implement. There is a great shortfall of qualified instructors in computer science in our area, around the state, and our nation. I would love to focus on this issue and the issue of improving our programs to align with industry and the future.

Starting in the Fall quarter of 2024 I will be working on all of the outcomes and assessment tools for computer science courses. To make sure they Objectives will be aligned with the college's mission

and/or institutional priorities and expectations of the computer science program. I will be researching our long-term strategic goals and objectives. I am going to contact the following employers in our area: Jim Edmonds owner Ingeniux; Levi Henley manager at Amazon Data Center; VA hospital IT department; and Cayuse Technologies.; Dan Lonai at Umatilla County; Joel Oertel Manager Hanford Mission Integrated Solutions; and Tim Russell Snoffleware Studios LLC. Other employers like agri-business (like Tyson), manufacturing (including Clarkston where there is a strong manufacturing base), and the FIRE sector (Finance, Insurance and Real Estate). We will be looking at programming language and soft skill needs of employees. The average company in our service area is of medium/small size, so IT people perform multiple jobs. We need a good cross section of businesses to get an idea of what training is needed. I will also look at entry level Certificates and Degrees to get employed for these companies. I will also be researching feasibilities of Walla Walla Community College having an AAS in Cybersecurity or BA in Business with a cybersecurity emphasis.

Winter of 2025 will be spent creating either creating AAS in Cyber Security or an emphasis in Cyber Security onto our Applied Bachelors. I will also be working with Valerie Sundby from SBCTC. She is in charge of the \$2 million grant given by Microsoft and Amazon to create a BS degree in Computer Science that can be offered at community colleges. The legislature approved the degree and now SBCTC is asking for \$9 million dollars to get the pilot degree started at 2 community colleges. We are the lead college for east side of Washington. This includes Big Bend, Lower Columbia, Columbia Basin, Wenatchee, and Yakima community colleges.

This will involve Working on the new courses and curriculum revisions for approval by the curriculum committee (and SBCTC if needed).

If we decide to offer an AAS in Cybersecurity, then it has to be a program that meets the standards for NSA CAE (Center of Academic Excellence) CD (Cyber Defense). Otherwise, it will not be competitive and attract enough students.

The main components of NSA CAE CD are as follows.

Work with the NCyTE Center at Whatcom (https://www.ncyte.net/institutions/centers-of-academic-excellence/cae-cd-resources) to align the curriculum with the CAE CD requirements. Special attention should be given to the CAE CD Knowledge Units (KU). For more details, review their website and also the attachments "unclass-cae-cd\_designation\_requirements.pdf" and "unclass-cae-cd\_ku.pdf".

Work with Purchasing to secure a vendor for a cyber range. The cyber range is central to the delivery of cybersecurity content. The field is too dynamic and it is too hard for faculty to keep assignments and labs up to date. The cyber range provides hands-on labs and related content that is constantly refreshed. The attached Excel file "Cyber Range Vendors.xlsx" has a list of current providers, the yellow highlight has the best cost/benefit offering.

Contact IT to help you set the specs for a cyber security lab to be located in Bldg J. This lab will include video wall with high-end computers and AV to run cyber range labs and, more importantly, to host student competitions. As a reference, you can look at the attached PDF file "SOC\_206\_207\_Binder1.pdf".

For example, of NSA CAE programs in WA, you can look at Columbia Basin, Whatcom, Green River, Highline, South Puget Sound, and Spokane Falls.

Spring 2025 will be spent finishing up new program offerings and addressing the shortfall of qualified instructors.

The west side of the state has a large concentration of qualified IT professionals that may be open to teaching one class online. One viable option for us is to build a team of qualified adjuncts teaching

online with the students supported on the ground by recent grads/advanced students working as lab techs.

Adjunct recruitment has been done by creating an employer account in WA WorkSource https://worksourcewa.com/ and searching resumes by specific skills. This is followed by sending unsolicited emails about the adjunct opportunity. The approach works, we have found BAS in Software Applications and a BAS in Information Technology/Networking in this way.

IT professionals are open to new opportunities, especially if we point out the advantages of working as an adjunct.

One course is a possible addition to a busy day. We can help with, acquiring desk copies from publishers and we have professional development funds available for adjuncts. We could cover their certification exams. We can give them access to the cyber range so they improve/certify their skills and also relieve some of the prep time with labs.

#### 8.) Proposed Benefits

a. Describe the value of the proposed activity to the enhancement of the instructional program of WWCC.

Both Jerry Sampson and I are at the end of our careers. It is imperative that we find new instructors in our area. We need good people, but a person with a Masters in Computer Science is not likely to teach at community college on adjunct salary or even at a starting salary of \$50,000 year when they can make well over 6 figures. I want to find a way to locate instructors that have an altruistic outlook on life and are willing to teach and to change people's lives or to give back, beyond the allure of the big salary. Both the Software Degree and the AAS in Networking Degree need a facelift. With over 65,000 job openings in cybersecurity over the next 3 years, it would be a great time to pivot to a new degree. We have jobs in the Software feed, we need students.

b. Describe the value of the proposed activity to your professional growth and development

The main reason is that I believe in the educational opportunities at WWCC. We serve a demographic that has produced talented individuals and they are employed in our community or heading their own companies. We can make the programs at WWCC stronger to face the needs of tomorrow. That is worth in my efforts. In my 30 years as a Walla Walla Community College employee, I have contributed an ample number of accomplishments with extremely positive outcomes, such as: creating 3 different programs and over 25 new courses, started the softball program and worked with others in many different ways to get kids on campus so they feel comfortable and strive to get a higher education.

I would like to allocate more time to reviewing our situation with our degrees and find ways to move into the future with our ever-changing industry. I have been a loyal employee and my accomplishments, proven positive feedback from students, co-workers, and supervisors is evidence that I truly believe this work will be beneficial for myself and the WWCC family.



# Office of Vice President of Instruction Walla Walla Community College

500 Tausick Way Walla Walla, WA 99362-9267

Phone: (509) 527-4289 Fax: (509) 527-4249

Date: 01/15/24

To: Professional Development Committee

From: Dante Leon

Ref: Sabbatical request - Robin Greene

In this letter I am stating my strong support of the three-quarter Sabbatical Request submitted by Ms. Robin Greene, instructor of Computer Technology in the Workforce division at Walla Walla Community College.

The Computer Technology offerings at WWCC are in need of a thorough curriculum revision to better align them with our local area needs and also to address high growth areas.

The proposal submitted by Ms. Green includes major components such as a comprehensive survey of local employers and labor market information, researching curriculum in cybersecurity (that eventually lead to a national accreditation), determining upgrades to educational hardware/software, and developing a pool of qualified adjuncts.

By implementing Ms. Greene's sabbatical deliverables, WWCC will be more competitive in the Computer and Information Technology area and will offer degrees and certificates that meet current and future demand.

Based on the above, I recommend approval of Ms. Greene's as she is addressing a critical need.

Dante Leon

Vice President of Instruction

12/11/2023

**Gerald Sampson** 

Sabbatical Application for Robin Greene

Dear Sabbatical reviewer:

I have worked with Robin Greene for over 25 years here at WWCC. I highly recommend Robin's application for sabbatical leave.

I am very excited about Robin researching what direction our computer science programs needs to go in. Whether it is creating a BS in Computer science in partnership with SBCTC or just creating an AAS in Cybersecurity to align with CBC bachelors' program. I feel either will definitely help our enrollment going forward. Robin's idea of contacting industry partners, to find out their needs going forward, will really help our students. We need to find more ways to align with industry partners.

This activity/project will allow Robin to improve here instruction. It is also a great way for Robin to recharge her batteries. She is one of the greatest instructors the college ever had. I am hoping through this project we will be able to find qualified adjunct instructors from industry.

Robin has never taken a leave of absence from WWCC, even when she had a very serious accident she continued to teach her classes online from the hospital. I will be honest that her absence will have a great effect on our program. She has spoken with me, and we are able to make some arrangements, so our students and classes will not feel the difference.

Sincerely,

Gerald Sampson
Chair of Human Services

Dr. Dante Leon
Vice President of Instruction
Walla Walla Community College

Subject: Letter of Recommendation for Robin Green's Sabbatical Leave

Dear Dr. Leon,

I am writing this letter to wholeheartedly recommend Robin Greene, our esteemed Computer Science Instructor at Walla Walla Community College, for a hard-earned and well-deserved Sabbatical Leave. Having known and worked closely with Robin for nearly 25 years, I can attest to her unwavering commitment to excellence in teaching and her outstanding contributions to our institution.

Robin and I have not only been colleagues in the instruction department but also worked together in Athletics, where she served as my Assistant Women's Golf Coach. Over the years, I have had the privilege of witnessing Robin's dedication to her work, both inside and outside the classroom. Her exemplary work ethic is evident as she consistently arrives early, stays late, and goes the extra mile to insure the success of her students.

Our offices and classrooms are conveniently located across the hall from each other, allowing me opportunities to observe her teaching methods and interactions with students. I have been particularly impressed with her willingness to engage with students on an individual basis, providing valuable one-on-one support. This personalized approach has undoubtedly contributed to the positive learning experiences of countless students.

Robin Greene possesses not only the technical expertise required for her role, but also a deep commitment to fostering a supportive and inclusive learning environment. Her passion for Computer Science is contagious, and she has a remarkable ability to inspire and motivate her students. Given Robin's exceptional dedication to student success and the positive impact she has had on our institution, I unconditionally endorse her application for Sabbatical Leave.

Her commitment to professional development, combined with her exemplary character and integrity as an instructor, make her a highly deserving candidate. I am confident that granting Robin Greene a Sabbatical Leave will not only allow her to recharge and rejuvenate but will also result in enhanced skills and knowledge that will benefit Walla Walla Community College.

Sincerely,

Mike Rostollan

**Business Department Chair** 

mike.rostollan@wwcc.edu

(509) 520-3377



# Walla Walla Community College Office of the President

500 Tausick Way Walla Walla, WA 99362-9267

Phone: (509) 527-4274

#### **MEMORANDUM**

Chr E. 7L

**TO:** WWCC Board of Trustees

**DATE:** March 20, 2024

FROM: Chad Hickox, President

**RE:** Tenure Recommendations

I support the Tenure Review Committee's recommendation that the Board of Trustees grant tenure to the following faculty members:

- Alan Raeder Agricultural Systems Instructor, Walla Walla
- Kris Margart Welding Instructor, Walla Walla
- Carolyn Allen Nursing Instructor, Walla Walla

I further support the continuation of the following probationary faculty in the tenure process as recommended by the Tenure Review Committee:

- Jasmine Averill Business Instructor, Clarkston Tenure Review Year 1
- James Bower Communications Instructor, Clarkston Tenure Review Year 1
- Ricardo Escareno Welding Instructor, Walla Walla Tenure Review Year 1
- Nicole Griggs Mathematics Instructor, Walla Walla Tenure Review Year 2
- Elizabeth Guerra Human & Social Services Instructor, Walla Walla Tenure Review Year 1
- Shauna Hammond Basic Skills/HS+ Instructor, Walla Walla (WSP) Tenure Review Year 1
- Aiden Hinshaw Communications Instructor, Walla Walla Tenure Review Year 1
- Dustin Hyde CDL Instructor, Walla Walla Tenure Review Year 1
- Chris Kasanke Microbiology Instructor, Walla Walla Tenure Review Year 1
- John Kodet Chemistry Instructor, Walla Walla Tenure Review Year 1
- Hector Lujan Faculty Librarian, Walla Walla Tenure Review Year 2
- Amber Maurer Nursing Instructor, Clarkston Tenure Review Year 1
- Halley McCormick Mathematics Instructor, Walla Walla Tenure Review Year 2
- Chris Michels Basic Skills/HS+ Instructor, Walla Walla (WSP) Tenure Review Year 1
- Matthew Nerdin CTAP Instructor, Walla Walla (WSP) Tenure Review Year 1
- Marley Olson Sociology Instructor, Walla Walla Tenure Review Year 2
- Karlee Pruitt Agriculture Instructor, Walla Walla Tenure Review Year 1
- Grayson Wallis Agriculture Instructor, Walla Walla Tenure Review Year 1
- Tracy Sereda Business Instructor, Walla Walla Tenure Review Year 2

Additionally, I join the Tenure Review Committee and the Vice President of Instruction in endorsing the recommendation to extend the probationary period through Spring 2024 for the following faculty:

- Eunice Muriu Nursing Faculty, Walla Walla Tenure Review Year 3
  - o Continue process through Spring 2024 due to Fall 2023 leave of absence



# Walla Walla Community College Office of Instruction

500 Tausick Way Walla Walla, WA 99362-9267

#### **MEMORANDUM**

Donteston

TO: Dr. Chad Hickox, President

**DATE:** March 20, 2024

**FROM:** Dante Leon, Vice President of Instruction

**RE:** Tenure-Track Faculty Recommendations

The Tenure Review Committee met on March 7 and 15, 2024 to review and evaluate the progress of our tenure-track faculty. The administrative, student, peer, and self-evaluations for each faculty member were reviewed and discussed. Upon reviewing the material and the Tenure Review Committee's recommendation, I agree and support the recommendation to grant tenure to the following faculty who have completed three years of successful employment at Walla Walla Community College:

- Carolyn Allen Nursing Instructor, Walla Walla
- Kris Margart Welding Instructor, Walla Walla
- Alan Raeder Agricultural Systems Instructor, Walla Walla

I also concur with the assessment and support the following recommendations for a continuance of the tenure-track status for the following faculty:

- Jasmine Averill Business Instructor, Clarkston Tenure Review Year 1
- James Bower Communications Instructor, Clarkston Tenure Review Year 1
- Ricardo Escareno Welding Instructor, Walla Walla Tenure Review Year 1
- Nicole Griggs Mathematics Instructor, Walla Walla Tenure Review Year 2
- Elizabeth Guerra Human & Social Services Instructor, Walla Walla Tenure Review Year 1
- Shauna Hammond Basic Skills/HS+ Instructor, Walla Walla (WSP) Tenure Review Year 1
- Aiden Hinshaw Communications Instructor, Walla Walla Tenure Review Year 1
- Dustin Hyde CDL Instructor, Walla Walla Tenure Review Year 1
- Chris Kasanke Microbiology Instructor, Walla Walla Tenure Review Year 1
- John Kodet Chemistry Instructor, Walla Walla Tenure Review Year 1
- Hector Lujan Faculty Librarian, Walla Walla Tenure Review Year 2
- Amber Maurer Nursing Instructor, Clarkston Tenure Review Year 1
- Halley McCormick Mathematics Instructor, Walla Walla Tenure Review Year 2
- Chris Michels Basic Skills/HS+ Instructor, Walla Walla (WSP) Tenure Review Year 1
- Matthew Nerdin CTAP Instructor, Walla Walla (WSP) Tenure Review Year 1
- Marley Olson Sociology Instructor, Walla Walla Tenure Review Year 2
- Karlee Pruitt Agriculture Instructor, Walla Walla Tenure Review Year 1
- Grayson Wallis Agriculture Instructor, Walla Walla Tenure Review Year 1
- Tracy Sereda Business Instructor, Walla Walla Tenure Review Year

Additionally, I agree with the committee's recommendation to extend the probationary period through Spring 2024 for the following faculty:

- Eunice Muriu Nursing Faculty, Walla Walla Tenure Review Year 3
  - o Continue process through Spring 2024 due to Fall 2023 leave of absence

cc: Doreen Kennedy, Executive Assistant to the President Brooke Marshall, Vice President of Human Resources



## Walla Walla Community College Tenure Review Committee 500 Tausick Way

Walla Walla, WA 99362-9267

#### MEMORANDUM

TO:

Dr. Chad Hickox, President

DATE:

March 20, 2024

FROM:

Devon Gustafson, Tenure Review Committee Chair

RE:

Tenure-Track Faculty Evaluations and Recommendations

The Tenure Review Committee met on March 7 and 15, 2024 to review and evaluate the progress of our tenure-track faculty. The administrative, student, peer, and self-evaluations for each faculty member were reviewed and discussed.

The committee voted to recommend that the Board of Trustees grant tenure to the following faculty who have completed three years of successful employment at Walla Walla Community College:

- Carolyn Allen Nursing Instructor, Walla Walla
- Kris Margart Welding Instructor, Walla Walla
- Alan Raeder Agricultural Systems Instructor, Walla Walla

The committee voted to recommend that the following probationary faculty be continued in full-time probationary employment:

- Jasmine Averill Business Instructor, Clarkston Tenure Review Year 1
- James Bower Communications Instructor, Clarkston Tenure Review Year 1
- Ricardo Escareno Welding Instructor, Walla Walla Tenure Review Year 1
- Nicole Griggs Mathematics Instructor, Walla Walla Tenure Review Year 2
- Elizabeth Guerra Human & Social Services Instructor, Walla Walla Tenure Review Year 1
- Shauna Hammond Basic Skills/HS+ Instructor, Walla Walla (WSP) Tenure Review Year 1
- Aiden Hinshaw Communications Instructor, Walla Walla Tenure Review Year 1
- Dustin Hyde CDL Instructor, Walla Walla Tenure Review Year 1
- Chris Kasanke Microbiology Instructor, Walla Walla Tenure Review Year 1
- John Kodet Chemistry Instructor, Walla Walla Tenure Review Year 1
- Hector Lujan Faculty Librarian, Walla Walla Tenure Review Year 2
- Amber Maurer Nursing Instructor, Clarkston Tenure Review Year 1
- Halley McCormick Mathematics Instructor, Walla Walla Tenure Review Year 2
- Chris Michels Basic Skills/HS+ Instructor, Walla Walla (WSP) Tenure Review Year 1
- Matthew Nerdin CTAP Instructor, Walla Walla (WSP) Tenure Review Year 1
- Marley Olson Sociology Instructor, Walla Walla Tenure Review Year 2

Denor

- Karlee Pruitt Agriculture Instructor, Walla Walla Tenure Review Year 1
- Grayson Wallis Agriculture Instructor, Walla Walla Tenure Review Year 1
- Tracy Sereda Business Instructor, Walla Walla Tenure Review Year 2

The committee voted to recommend to extend the probationary period through Spring 2024 for the following faculty:

- Eunice Muriu Nursing Faculty, Walla Walla Tenure Review Year 3
  - o Continue process through Spring 2024 due to Fall 2023 leave of absence

Feel free to contact me if you have any questions.

cc: Dante Leon, Vice President of Instruction
Brooke Marshall, Vice President of Human Resources



# WALLA WALLA COMMUNITY COLLEGE

Contract Between The
Board of Trustees of Community College
District No. 20
And The
American Federation of Teachers - Walla Walla
Professional Staff
2024-2027

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#### **PREAMBLE**

This Agreement is by and between the Board of Trustees of Walla Walla Community College District 20 and American Federation of Teachers Walla Walla Professional Staff, AFT/AFT WA/AFL-CIO. The term "WWCC" or "Employer" or "the College" used herein after shall mean the Walla Walla Community College District 20 or its lawfully delegated representative. The term "AFT-WWPS" shall mean American Federation of Teachers - Walla Walla Professional Staff.

# **Article 1** Recognition of Bargaining Agent

#### 1.1 Recognition

The College recognizes AFT-WWPS as the sole and exclusive bargaining agent for professional staff employees, part-time and full-time, of Walla Walla Community College District 20 (as referenced by RCW 41.56.021).

# **Article 2** Union Rights and Activities

## 2.1 Monthly Member Roster

WWCC shall provide the Union President with information for Professional Staff within the bargaining unit consistent with the requirements of RCW 41.56.035.

## 2.2 Union Access to New Employees

Within thirty (30) days of a new Employee's start in a position represented by the Union, WWCC shall provide a designated Union Representative access to the Employee. The Union shall provide WWCC the contact information for the Union Representative. Upon notification to the Representative of the new hire, the designated Union Representative will contact the new Employee to schedule a thirty (30) minute orientation, which is optional for the Employee. The Union representative shall receive release time to conduct this orientation. The Employer and Union Representative may agree to hold this orientation during a College New Employee Orientation.

#### 2.3 Union Dues

## A. Voluntary Dues Payments

- All Professional Staff, full-time and part-time, may become members of AFT-WWPS and pay membership dues as set by AFT-WWPS. Professional Staff have the right of automatic payroll deduction of Association membership dues and fees.
- 2. All dues shall be collected through payroll deduction. The authorization for payroll deduction will be delivered to the Payroll Office by a designated Union representative.

- 3. It is the Union's responsibility to provide an automatic payroll authorization form to Professional Staff Employees. Once a Professional Staff Employee has signed the automatic payroll authorization, dues deduction shall be effective on the pay period following the pay period in which the form is received by the Payroll Office, unless the form is received three (3) working days before the end of the pay period, in which case, the deduction will be effective the following pay period. Thereafter, the deduction will be continuous from year to year unless revoked in accordance with Section 2.3(6) below.
- 4. The Employer shall, upon receipt of written authorization from an Employee, deduct from the Employee's salary and make appropriate remittance for the Committee on Political Education (COPE) fund contributions.
- 5. On or before September tenth (10th) of each year, the Union shall provide a table of prorated annual dues, assessments, and fees to the Payroll Office.
- 6. Revocation of membership shall be made by a Professional Staff Employee, in writing, to the Union, with a copy to the Payroll Office and shall become effective on the first pay period following the pay period in which the form is received by the Payroll Office, unless the form is received three (3) working days before the end of the pay period, in which case the deduction will be effective the following pay period.

#### 2.4 Hold Harmless

The Union will indemnify, defend, and hold the WWCC harmless against any claims and any suits instituted against the WWCC on account of any deductions of Union dues. The Union agrees to refund to WWCC any dues paid to it in error.

## 2.5 Requests For Information

The Employer shall furnish the Union, upon request, information required to perform its representation functions. Requests For Information (RFI) shall be made in writing and directed to the Vice President of Human Resources. The Vice President of Human Resources or designee shall fulfill requests in a timely manner. If it is anticipated that the RFI cannot be fulfilled in a timely manner, the Vice President of Human Resources or designee and a designated Union Representative will promptly discuss and agree upon a reasonable timeline to fulfill the RFI.

#### 2.6 Union Representatives

#### A. List of Representatives

The Union will provide the Employer with a written list of the names of each current Union Representative. The Union will maintain the list. The Employer will not recognize an Employee as a Union Representative if their name does not appear on the list.

#### B. Paid Release Time

Union Representatives will be granted a reasonable amount of time during their normal working hours to address contractual issues, including the handling of

grievances, without loss of pay.

#### 2.7 Use of Facilities

- A. Professional Staff Employees and Union Representatives shall have the right to use the Employer's buildings and equipment for meetings related to the representation of the bargaining unit.
- B. No charge shall be made for the AFT-WWPS's use of campus facilities and equipment. Union meetings, when scheduled, shall not interrupt the regular operations of the College. 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.
- C. Professional Staff Employees shall pay for the actual costs of photocopies, long-distance telephone calls, mailing costs, supplies, and materials used, if not utilized for purposes of negotiating and administering the Collective Bargaining Agreement.

#### 2.8 Bulletin Boards

Professional Staff Employees and their affiliates shall have the right to post notices of Union activities and on matters of represented Professional Staff Employees concern on the Employer's bulletin boards and their virtual equivalents. Professional Staff Employees may use mailboxes, telephones and electronic mail for communications related to the representation of the bargaining unit.

## 2.9 Union Meetings

Employees shall be released to attend Union meetings so long as such meetings do not interfere with the Employees' regular work responsibilities, and/or the College's normal operations. In the case of hourly staff, work time shall be made up during the same week of the Union meeting. Employees from across WWCC shall be allowed to participate in person or via online technologies, if available, and at no additional cost to the College.

## 2.10 Release Time for Negotiations

Employee(s) on the Union bargaining team shall be given reasonable time during work hours to participate in negotiations, without loss of pay or other benefits, provided this release time does not interfere with the day-to-day operations of the institution.

## 2.11 Distribution of Agreement

An electronic copy of the Agreement shall be posted to the WWCC web site. Newly hired Employees shall be provided with the link to this Agreement.

## 2.12 Notification to Employees

The Employer shall inform, in writing, new, transferred, promoted, or demoted Employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will inform Employees, in writing, when the

Employees are leaving a position included in a bargaining unit.

# **Article 3** Management Rights

Neither this Agreement, nor the act of meeting and negotiating will be construed as a delegation to others of the Board's policy making authority, which authority the Board specifically reserves unto itself. At its sole discretion, subject to the terms and conditions of this Agreement, WWCC retains all rights and duties of management which will include, but not be limited to: the right to hire, assign work and job responsibilities, evaluate, correct and/or discipline work performance of all its employees; to evaluate the performance of its programs and operations; and to determine when and where facilities and operational resources will be located and maintained in part or in whole, including the size and structure of its workforce and all operations in support of its mission.

# **Article 4** Labor Management Committee

#### 4.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, the Labor Management Committee (LMC) will be established. The purpose of the LMC is to provide communication between the parties and to share information, concerns, and potential solutions.

#### 4.2 Committee Structure

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.

## A. Composition

The LMC will consist of up to four (4) Employer representatives. The Union may have a staff representative and up to four (4) Employee representatives. Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional representatives may be added.

#### B. Participation

The Union will provide the Employer with the names of its Committee members at least seven (7) calendar days in advance of the date of the meeting in order to facilitate the release of employees.

Employees attending Committee meetings during their work time will have no loss in pay. Attendance at meetings during Employee's non-work time will not be

compensated nor considered as time worked. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting. Attendance at pre-meetings during the Employee's non-work time will not be compensated nor considered as time worked. The Union is responsible for paying any travel or per diem expenses of Employee representatives.

#### C. Meetings

The LMC will meet quarterly. Additional 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. Late agenda items may result in delaying those specific items to the next meeting, at the request of either party. Each party may keep written records.

### Article 5 Grievance Procedure

## 5.1 Purpose

The parties support the resolution of problems at the lowest possible level and to that end encourage informal discussions to resolve problems without the Grievance Procedure. Prior to initiating a grievance, the aggrieved party is encouraged to discuss the matter with their immediate supervisor. If requested, a Union representative will be involved in the discussion. Resolutions from pre-grievance discussions, although final, shall not be precedential. However, for situations when disputes have not been resolved informally, this Grievance Procedure is available.

#### 5.2 Definition

A grievance under this Article is a claim by the Union or an Employee that an action or inaction by the Employer has violated this Agreement.

## 5.3 Who May File and Contents

A Union Representative or bargaining unit member(s) may file a grievance. In order to be processed, the grievance must state for each alleged violation:

- A. The name(s) of the Employee(s) adversely affected;
- B. The date(s) of the violation(s), and the earliest date(s) on which: (1) the affected Employee(s); and, (2) any representative of the Union knew of the action or inaction which constituted the alleged violation;
- C. The facts relevant to the alleged violation(s);
- D. The specific Article(s) and section(s) of this Agreement alleged to have been violated;

- E. The specific remedy requested;
- F. The steps taken to resolve the claim informally; and,
- G. The name and signature of the Employee(s) filing the grievance.

#### 5.4 Form and Where to File

Each item under this Article shall be in writing, and may be submitted via email. A grievance shall be filed with Employer's Human Resources Office.

## 5.5 Time Computations

- A. Days are calendar days. Timelines will be counted by excluding the first day and including the last day, except when the last day falls on a Saturday, Sunday, or holiday, the last day will be the next calendar day which is not a Saturday, Sunday, or holiday. Timelines will apply to the date of receipt. Documents filed after 5:00 pm on a scheduled business day, or on a Saturday, Sunday, or holiday will be considered received on the next business day.
- B. All grievance meetings shall be held during the Employee's working hours. Following the initial filing of a grievance, the timelines herein may be extended in writing by mutual agreement.

#### 5.6 Timeline for Filing

A grievance must be filed within thirty (30) days of the earliest date(s) on which either an affected Employee or a representative of the Union knew of the action or inaction which constituted the alleged violation of the Agreement.

## 5.7 Failure to Meet Timelines

Failure by the Union or a member to comply with a timeline shall constitute a withdrawal of the grievance. Failure by the Employer to comply with a timeline shall entitle the Union to move the grievance to the next step of the procedure.

### 5.8 Actions After Filing

#### A. New Allegations

After its initial filing, the Union or an Employee may not allege, based on the same facts, any additional violation of any Article or section that is not specified in the initial grievance, except with the Employer's written agreement.

#### B. Withdrawal

The Union may withdraw a grievance at any time.

#### C. Resolution

If the Employer provides either the requested remedy or an agreed-upon alternative remedy, the grievance shall be considered resolved and will not be moved to the next step.

#### D. Effect of Withdrawal or Resolution

If a grievance is withdrawn under Section 5.8(B), or resolved under Section 5.9, it is terminated and cannot be resubmitted based on the same factual situation.

#### E. Consolidation of Grievances

Any procedure prescribed by this Article may be modified or bypassed for a specific grievance by written agreement of the parties. Separate grievances which arise out of the same or similar facts may be consolidated.

## 5.9 Steps in Internal Processing of Grievance

#### A. Step One

The Vice President of Human Resources (VPHR) or the Human Resources representative designated by the VPHR will be the recipient of the Step One grievance. The VPHR or designee shall seek to confer with the Union representative or Employee who filed the grievance (or other representative designated by the Union President) within twenty-one (21) days of receipt of the grievance. Both persons shall try in good faith to resolve the matter.

#### B. Step Two

The College President or designee will meet in person, confer by video conferencing or telephone with a Union Representative or AFT Staff Representative and the grievant within twenty-one (21) days of receipt of the appeal, and will respond in writing to the Union within twenty-one (21) days after the meeting. If a Human Resources designee is selected it will not be the same designee who heard the grievance at Step 1. The Employer will arrange the Step 2 grievance meeting. In the event that the grievant does not attend the meeting, the Union will present the grievance on the grievant's behalf.

The Step Two Hearing Official will schedule a meeting with a person identified by the Union President (or the Union Representative at Step One) within ten (10) days of receipt of the Step Two notice. Both persons shall try in good faith to resolve the matter. If not resolved, the College President or Hearing Official shall provide a written response to the Union President within twenty-one (21) days after the Step Two notice was received, with a copy to the Vice President of Human Resources. This response will constitute the College's final internal decision.

## C. Step Three Alternative Resolution Methods

1. If the grievance is not resolved at Step Two, the Union may request, in

writing, after notice to the Vice President of Human Resources, and within twenty-one (21) days of receipt of the Step Two response, appointment of a grievance mediator by the Public Employment Relations Commission (PERC), under <u>WAC 391-55-020</u> and/or another applicable rule. Simultaneously, the Union shall provide a copy of this request to the Vice President of Human Resources and the College President.

- 2. At any time during or after the grievance process, the parties may use alternative methods to attempt to resolve the dispute, and for that purpose may agree to suspend any timeline under this Article. If no resolution has been reached, either party may resume the grievance process from where it was suspended through notice to the other party.
- 3. Any expenses and fees of alternative resolution methods will be shared equally by the parties, except each party's own expenses.

#### D. Step Four Arbitration

#### 1. Demand

If the grievance is not resolved at Step Two or Step Three, the Union may file a demand for arbitration. This demand must be filed with the Public Employment Relations Commission (PERC), or with the American Arbitration Association (AAA) if PERC is unavailable, within thirty (30) days of the Step Two decision. Simultaneously, a copy of the demand must be provided to the Employer's Human Resources Office.

#### 2. Rules and Selection of Arbitrator

The Parties shall follow the applicable arbitration rules. They will select an arbitrator with the applicable process.

#### 3. Authority of Arbitrator

The arbitrator shall:

- a. Have no authority to add to, subtract from, modify, or rule contrary to any provision in this Agreement;
- b. Be limited in their decision to the specific claim of violation and specific article and section of this Agreement stated in the initial grievance;
- c. Not make any award which provides an Employee with compensation greater than would have resulted in the absence of a violation; and,
- d. Not direct the Employer to modify staffing levels or cause an Employee to work overtime.

#### 4. Arbitrability

If the issue of arbitrability is raised before the start of the arbitration hearing

and either party requests that the matter be resolved prior to the full hearing, the arbitrator shall make a good faith effort to do so.

#### Effect of Decision

The arbitrator's decision will be final and binding upon the Employer, the Union, and all affected employees.

#### 6. Costs

The expenses and fees of the arbitrator, and the cost (if any) of the hearing room(s), will be shared equally by the parties. The costs of any postponements or cancellations will be: (1) shared equally, if mutually agreed upon; or (2) if caused by one party, borne by that party. A party who requests a court reporter shall pay that reporter's fee. A party who orders a transcript shall provide a free copy to the arbitrator. If the other party then desires a copy, it will pay for half of the court reporter fee, half of the transcript, and its own copy. Otherwise, each party is responsible for all of its own costs, including attorneys, witnesses, and travel.

#### 7. Maintenance of Files

Documents and records relating to any grievance and/or arbitration will be maintained separately from Employee personnel files.

# Article 6 Holidays/College Sustainability Days

- 6.1 Holidays/College Sustainability Days
  - A. The College is closed on the following legal holidays, established by <a href="RCW">RCW</a>
    <a href="1.16.050">1.16.050</a> or as otherwise adjusted by the Board of Trustees:
    - 1. The first day of January (New Year's Day);
    - 2. The third Monday of January (Martin Luther King Jr.'s birthday);
    - 3. The third Monday of February (Presidents' Day);
    - 4. The last Monday of May (Memorial Day);
    - 5. The third Monday in June (Juneteenth);
    - 6. The fourth day of July (Independence Day);
    - 7. The first Monday in September (Labor Day);
    - 8. The eleventh day of November (Veterans Day);

- 9. The fourth Thursday of November (Thanksgiving Day):
- 10. The day immediately following Thanksgiving Day; and,
- 11. The twenty-fifth day of December (Christmas Day).
- B. The College may be closed on other designated days. The Employer may require Employees to take Vacation Leave, Personal Leave, Personal Holiday, or Leave Without Pay on those days, by agreement with the Union.
- C. Whenever a holiday falls on Sunday, the holiday shall be observed on the following Monday. When a holiday falls on Saturday, the holiday shall be observed on the preceding Friday. The Employer may designate an alternate day in observance of a holiday in order to provide employees with three (3) consecutive days off.
- D. If a holiday falls during summer work schedule, and the Employee works ten (10) hour days, Holiday Leave will be paid out for an entire work day.

## 6.2 Personal Holidays/Personal Leave Days

- A. Upon employment, full-time Employees shall be granted one (1) Personal Holiday and three (3) Personal Leave days each calendar year. The day is equal to the Employee's work shift on the day that the Personal Holiday or Personal Leave is taken.
- B. Personal Holiday and Personal Leave days must be used within the calendar year; days may not be carried over from year to year; days have no cash value upon separation from employment; and they may be donated to another Employee approved for Shared Leave.
- C. Personal Holiday and Personal Leave for Employees with less than full-time appointments will be pro-rated.
- D. Personal Leave or Personal Holidays must be requested and reported through the appropriate processes as determined by the supervisor and/or by the Employer.
- E. If a Personal Holiday falls during summer work schedule, and the Employee works ten (10) hour days, Personal Leave or Personal Holiday Leave will be paid out for an entire work day.

#### 6.3 Holiday Pay Eligibility

An Employee will receive pay equivalent to the Employee's work shift on the holiday. When a holiday falls on an Employee's regularly scheduled day off, the Employee shall receive an alternate day off.

## **Article 7 Vacation Leave**

#### 7.1 Vacation Leave Accrual

- A. Employees appointed on an annualized base of two hundred fifty (250) days, working full-time, shall earn Vacation Leave at the rate of 16.67 hours per month. To be eligible for a leave accrual, Employees must be employed for a minimum of one pay period.
- B. Employees working less than full-time, shall accrue Vacation Leave on a prorated basis.

## 7.2 Vacation Leave Approval and Reporting

- A. The use of Vacation Leave requires advanced approval from the Employee's supervisor. The Employer reserves the right to require Employees to take vacation on days convenient to the WWCC.
- B. Vacation Leave must be reported through the appropriate processes as determined by the supervisor and/or by WWCC practices.

#### 7.3 Vacation Leave Maximum Accrual

- A. Vacation Leave may accumulate, but such accumulation may not exceed two hundred forty (240) hours on January 1st of each year unless an extension has been approved. If operational necessity requires, a written request for extension may be approved at the discretion of the Vice President of Human Resources.
- B. In accordance with <u>RCW 43.01.040</u>, Employees may accumulate maximum Vacation Leave balances not to exceed two hundred forty (240) hours.

#### 7.4 Change in Classification

Bargaining unit members who change classifications to a Faculty or Classified position shall have their accumulated Vacation Leave cashed out.

## 7.5 Vacation Leave Transferability

- A. Vacation Leave earned while working for a Washington State agency or institution of higher education may be transferred to WWCC in accordance with Washington statute.
- B. Likewise, an Employee transferring from WWCC to another Washington State agency or institution of higher education may have their Vacation Leave balance transferred to their new employer, up to a maximum of two hundred forty (240) hours, per RCW 43.01.040.

## 7.6 Separation/Retirement and Buyout

- A. Employees who separate from employment for any reason shall receive payment for accumulated Vacation Leave in accordance with Office of Financial Management (OFM) regulations.
- B. Upon retirement, Employees shall have accumulated Vacation Leave transferred to a Voluntary Employee Benefits Association (VEBA), as specified by the VEBA Medical Benefits Plan Administrative Procedure. If there is no VEBA requirement in place, remuneration for accumulated Vacation Leave shall be the same as for other separation reasons.

## Article 8 Miscellaneous Leaves

## 8.1 Military Leave

- A. Employees shall be entitled to Military Leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty when called, or to take part in active training duty in such manner, and at such time as they may be ordered to active duty or active training duty in the: Washington National Guard, Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States or of any organized reserve or armed forces of the United States. Such Military Leave shall be in addition to any Vacation Leave and Sick Leave to which an Employee is entitled and shall not result in any reduction of benefits, performance ratings, privileges or pay.
  - 1. During Military Leave, the Employee shall receive normal base pay. Employees required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.
  - 2. In accordance with the Military Family Leave Act, RCW 49.77, Leave Without Pay shall be granted to an Employee whose spouse or state-registered domestic partner as defined by RCW 26.60.020 and 26.60.030 is on leave from deployment, or before and up to deployment, during a period of military conflict. Use of Leave Without Pay, Compensatory Time, Vacation Leave, Sick Leave, Personal Leave, and all or part of a Personal Holiday is limited to a combined maximum of fifteen (15) working days per deployment. Employees must provide the Employer with five (5) business days' notice after receipt of official notice that the Employee's spouse or state-registered domestic partner as defined by RCW 26.60.020 and 26.60.030 will be on leave or of an impending call to active duty.

#### 8.2 Civil Duty Leave

Leave of absence with pay shall be granted to an Employee to serve on Jury Duty, to serve as a Trial Witness, or to exercise other subpoenaed civil duties. An Employee will be allowed to retain any compensation paid for Jury Duty or Trial Witness Service. An Employee shall inform the Employer when notified of a jury summons or subpoenaed civil duties and shall cooperate in requesting a postponement of Jury Duty Service if warranted

by business demands.

## 8.3 Volunteer Firefighting Leave

Leave Without Pay shall be granted when an Employee who is a Volunteer Firefighter is called to duty to respond to a fire, natural disaster or medical emergency.

#### 8.4 Domestic Violence Leave

- A. In accordance with the Domestic Violence Leave Act, <u>RCW 49.76</u>, Leave Without Pay, including intermittent leave, will be granted to an Employee who is a victim of domestic violence, sexual assault, or stalking. Family members of a victim of domestic violence, sexual assault or stalking shall be granted Leave Without Pay to assist the Victim in obtaining treatment or seeking help.
  - 1. Family member for the purpose of Domestic Violence Leave includes child, spouse, parent, parent-in-law, grandparent or a person with whom the Employee has a dating relationship. The Employer may require verification from the Employee requesting leave.

## 8.5 Educational/Professional Development Leave and Release Time

- A. Employees seeking to further their education may be eligible for an unpaid educational Leave of Absence and/or paid release time from a portion of their workday or workweek to attend class(es).
- B. This includes paid time to attend conferences or seminars. See also, Article 23 Professional Development.

#### 8.6 Family Care Emergency Leave

- A. Family Care Emergency Leave is provided for the following emergency situations:
  - 1. Minor/dependent child care emergencies such as unexpected absence of regular care provider, unexpected closure of child(ren)'s school, or unexpected need to pick up child(ren) at school earlier than normal.
  - 2. Elder care emergencies such as unexpected absence of regular care provider or unexpected closure of an assisted living facility.
- B. Other emergency family situations/circumstances may be approved. Employees may choose any of the following types of Leave to use to account for time away from work for family care emergency, contingent upon eligibility to use that leave:
  - 1. Vacation;
  - 2. Personal Leave/Holiday;
  - 3. Sick Leave; and/or,
  - 4. Leave Without Pay.

#### 8.7 Shared Leave

- A. The purpose of the Washington Shared Leave program (RCW 41.04.665) is to permit WWCC employees to come to the aid of another WWCC Employee who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, physical or mental condition which has caused or is likely to cause the Employee to take Leave Without Pay or terminate their employment, and the Employee has depleted, or will shortly deplete, their Leave reserves.
- B. The Employee in need of Leave shall submit to the College Human Resources Office prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the Employee's required absence, and the expected date of return to work. The Employer shall determine the amount of Leave, if any, which an Employee may receive under these rules, not to exceed five hundred and twenty-two (522) days.
- C. The Employer agrees to consider other methods of accommodating the Employee's needs, such as modified duties, modified hours, flextime, remote work (per <u>HR Policy 5600</u>), or special assignments, in lieu of Shared Leave usage.

#### 8.8 Leave Without Pay

- A. Reasons for Leave Without Pay (LWOP) may be allowed for reasons such as:
  - 1. Disability;
  - 2. Leave for government service in the public interest;
  - 3. Parental Leave;
  - 4. Family or household care emergencies;
  - 5. Serious health condition of an eligible Employee's child, spouse, or parent; or,
  - 6. To mitigate the consequences of victims of domestic violence, sexual assault or stalking.

#### B. Requests in Writing

Requests for planned Leave Without Pay must be submitted in writing and approved by the appropriate supervisor and the Human Resources Office.

#### C. Duration of LWOP

Leave Without Pay extends from the time an Employee's Leave commences until the Employee is scheduled to return to continuous service, unless at the Employee's request, the appropriate administrator agrees to an earlier date. Leave Without Pay shall not exceed twelve (12) months. In exceptional circumstances, Leave Without Pay may be extended beyond twelve (12) months upon signed approval of the appropriate Vice President and the Vice President of Human Resources.

#### D. Return to Work

An Employee shall return to work at the same rate of pay in the same or comparable position and in the same geographical area.

## Article 9 Sick Leave

#### 9.1 Sick Leave

- A. All full-time Employees accrue eight (8) hours of Sick Leave for each month of employment.
- B. To be eligible for Sick Leave accrual, Employees must be employed for at least half of a month.
- C. Employees working less than full-time shall accrue Sick Leave on a pro-rated basis. The use of Sick Leave shall be allowed under the following conditions:
  - 1. For personal illness, temporary disability or injury, including illness or disability resulting from pregnancy and/or childbirth;
  - 2. For personal health care appointments or for family members' appointments when the presence of the Employee is required;
  - Because of illness or injury of a family member that requires the Employee's
    presence to provide short-term care or to make arrangements for extended
    care; or,
  - 4. For condolence or bereavement of family members.
- D. The College may require an Employee to provide a medical release prior to returning to work for any health condition (including treatment or recovery) lasting more than three (3) consecutive work days.
- E. Sick Leave exceeding five (5) consecutive work days shall run concurrently with Family Medical Leave as specified in the Family Medical Leave Act (FMLA) Administrative Procedure. See Article 10, Family and Medical Leave.
- F. Non-compensable Sick Leave accrued while working as Faculty is not available for use while employed as Professional Staff but shall be reinstated in the event the Employee returns to Faculty status.

#### 9.2 Bereavement Leave

A. Up to five (5) days of paid Bereavement Leave shall be granted for the death of

any family or household member that requires the Employee's absence from work.

- 1. "Family members" are defined as parent, stepparent, sibling, parent-in-law, domestic partner's parent, spouse, domestic partner, grandparent, great-grandparent, grandchild, great-grandchild, child, stepchild, and a child in the custody of, and residing in the home of an Employee.
- 2. "Household members" is defined as persons who reside in the same home who have reciprocal duties to, or do, provide financial support for one another. This term shall include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
- B. If additional Leave is necessary, Sick Leave may be taken.

#### 9.3 Parental Leave

#### A. Parental Leave

A qualifying Employee may take Parental Leave of up to twelve (12) consecutive calendar weeks under the Family and Medical Leave Act (FMLA), and up to an additional eighteen (18) calendar weeks under the Washington Paid Family and Medical Leave (PFML). See also, Article 10, Family and Medical Leave and Article 8.7, Shared Leave.

This Leave is available to qualified employees for:

- a. The birth of a child of the Employee;
- b. To provide care for a newborn of the Employee: or.
- c. The placement of a child with the Employee for adoption or foster care.

#### B. Remuneration

- 1. During approved Parental Leave, the Employee may use any combination of Vacation Leave, Personal Leave/Holiday, or Leave Without Pay.
- 2. Sick Leave may only be used in circumstances identified in Sections 9.1 and 9.2 where the Employee or spouse/domestic partner is disabled due to child birth. Use of Sick Leave may require medical certification.
- C. Parental Leave runs concurrently with Family Medical Leave.

#### 9.4 On the Job Injuries/Illness

- A. Employees sustaining on the job injuries or illnesses may be eligible for time-loss payments in accordance with <a href="RCW 51.32.090">RCW 51.32.090</a>.
- B. Employees receiving time-loss payments may select from the following options:
  - 1. Receive time-loss payments exclusively;

- 2. Use accrued paid Leave exclusively; or,
- 3. Receive a combination of time-loss compensation and accrued paid Leave.

## 9.5 Temporary Disability Leave

- A. Leave shall be granted for a reasonable period of time to an Employee who is precluded from performing their regular job duties due to a temporary disability (including those related to pregnancy/childbirth or work-related injury/illness). Temporary Disability Leave includes a serious health condition of the Employee as provided in the Family and Medical Leave Act (FMLA). See Article, 10 Family and Medical Leave.
- B. Employees must notify the Human Resources Office of the need for Temporary Disability Leave when they are (or plan to be) absent for medical reasons for more than five (5) days and/or will require a series of intermittent absences for treatment.
- C. The temporary disability and recovery period shall be defined and certified by the Employee's licensed health care provider. The Employee shall provide, in a timely manner, a copy of such certification to the Human Resources Office.
- D. Temporary Disability Leave, including leave due to a serious health condition per FMLA, may be a combination of Sick Leave, Vacation Leave, Personal Leave/Personal Holiday, and Leave Without Pay. The College may require Employees to exhaust all paid leave prior to using any Leave Without Pay, except the Employee may be allowed (at the College's discretion) to use eight (8) hours of accrued paid leave per month to provide for the continuation of benefits as provided by the Public Employees' Benefits Board (PEBB). The Payroll Office may designate on which day of each month the eight (8) hours of paid leave will be used.
- E. If the anticipated absence will exceed the waiting period for Long Term Disability insurance, the Employee should contact the Human Resources Office for information regarding filing a claim. The College may file a claim on the Employee's behalf.
- F. If the Employee is unavailable to complete Leave reporting processes, the supervisor is responsible for providing necessary information to the Payroll Office.

## 9.6 Leave Transferability

Sick Leave earned while working for a Washington State agency or institution of higher education may be transferred to WWCC in accordance with Washington statute. Upon request, the Payroll Office will request a transfer of the Sick Leave balance from the previous employer. Likewise, an Employee transferring from WWCC to another Washington State agency or institution of higher education may have their leave balances transferred to their new employer.

## 9.7 Separation/Retirement

- A. Accumulated Sick Leave has no cash value upon separation. Employees who return to eligible service within five (5) years of separation will have their Sick Leave balance restored or transferred to another eligible employer.
- B. Contingent upon a vote by all Professional Staff to authorize continuation of the VEBA Program, upon retirement, accumulated Sick Leave shall be transferred to a VEBA at a rate of twenty-five percent (25%) as specified by the VEBA Medical Benefits Plan Administrative Procedure. If there is no VEBA requirement in place, Employees shall receive payment for their accumulated Sick Leave at a rate of twenty-five percent (25%) as specified by OFM.

## 9.8 Attendance Incentive Program

In January of the year following a year in which a minimum of sixty (60) days of Sick Leave is accrued, and each following January, an eligible Employee may exercise an option to receive remuneration for unused Sick Leave accumulated in the previous year at a rate equal to one day's monetary compensation of the Employee for each four (4) full days of accrued Sick Leave in excess of sixty (60) days. Sick Leave for which compensation has been received shall be deducted from accrued Sick Leave at the rate of four (4) days for every one day's monetary compensation.

#### 9.9 Restoration of Vacation Leave

In the event an Employee is injured or becomes ill while on Vacation Leave, the Employee may submit a written request to use Sick Leave and have the equivalent amount of Vacation Leave restored. The Employer may require written medical certification.

# Article 10 Family and Medical Leave

## 10.1 Family Medical Leave Act (FMLA)

All requests for Family/Medical Leave shall be administered under the guidelines of the federal Family Medical Leave Act of 1993 (FMLA). Eligible Employees shall be entitled to a total of twelve (12) work weeks of absence during a twelve (12) month period for one or more of the events cited below:

- A. The birth of a child and to care for the newborn child within one year of birth;
- B. The placement with the Employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- C. To care for the Employee's spouse, child, or parent who has a serious health condition;
- D. A serious health condition that makes the Employee unable to perform the essential functions of the Employee's job;
- E. Any qualifying exigency arising out of the fact that the Employee's spouse, child,

or parent is a covered military member on "covered active duty;" or

F. Twenty-six (26) work weeks of Leave during a single twelve (12) month period to care for a covered service member with a serious injury or illness if the eligible Employee is the service member's spouse, child, parent, or next of kin (Military Caregiver Leave).

#### 10.2 Eligibility

An eligible Employee is one who has worked for WWCC for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period.

#### 10.3 Other Provisions

When it is determined that an Employee's leave meets the eligibility requirements under FMLA, Employer shall notify the Employee that part or all of the requested Leave falls under FMLA requirements. An eligible Employee may take up to twelve (12) weeks of Leave during a twelve (12) month period. The Employer will measure the twelve (12) month period forward from the date the requesting Employee's first FMLA Leave begins. The Employee's next FMLA Leave year will begin the first time FMLA Leave is taken after completion of the previous twelve (12) month period.

The Employer shall require medical certification for Leave under FMLA. Employees may use any combination of paid or unpaid leave to which they are entitled toward the FMLA entitlement. Employee absences shall be granted on an intermittent or reduced schedule at the Employee's request, when medically documented. Employees granted FMLA leave are required to give timely notice of intent to return. Upon returning to work after the Employee's own FMLA-qualifying illness, the Employee is required to provide a fitness for duty certificate from a health care provider. The Employer shall maintain its portion of paid medical benefits during the FMLA period, even if the Leave is unpaid. When the Employee returns to work from FMLA, the Employee has the right to return to the same position or a position equivalent to the one the Employee held when Leave commenced.

#### 10.4 Paid Family and Medical Leave

A qualifying Employee may take family leave in accordance with the Washington Paid Family and Medical Leave Act, <u>RCW 50A.</u> Leave generally will coincide and run concurrently with FMLA Leave. For bargaining unit members, this program and its eligibility criteria are managed by Washington's Employment Security Department (ESD).

# **Article 11 Closures and Suspended Operations**

#### 11.1 Notification

A. The President or designee will determine when health, property, or safety is jeopardized due to emergency conditions and whether to suspend the operation of all or any site of the College, with the exception of programming at the Corrections Education sites (Washington State Penitentiary [WSP] or Coyote Ridge Correctional Center [CRCC]). Staffing during the closure will be at the

discretion of the President or designee. The decision to suspend operations of the educational program at WSP or CRCC will be made by the Department of Corrections (DOC) and will be communicated to WWCC Employees by the Dean for Corrections Education or designee.

- B. When the College determines that operations of all or part of the institution shall be suspended or closed, the following shall be applicable to employees:
  - 1. Suspension occurring prior to the start of the workday will be broadcast to Employees by media serving the communities, and by WWCC through campus internal channels and the campus alert system.
  - 2. For suspensions occurring during the workday, Employees will be notified via the College site's internal channels and the campus alert system.

#### 11.2 Partial-Day Emergency or Designated Closure

In the event of a partial-day closure or late start, Employees may be required to return to work.

### 11.3 Suspended Operations

Employees relieved from their regular work assignment due to suspended operations will not be required to make up time missed as a result of closures in those instances where classes are cancelled or all operations are suspended.

#### 11.4 Essential Employees

The Employer may designate essential Employees who may be required to work remotely or on site during a period of suspended operations. Other Employees may be notified of their need to work during suspended operations, dependent on operational needs. Any Employee designated essential and required to work during a period of suspended operation shall be paid for all hours worked during the period of suspended operations, plus an additional eight (8) hours at their regular pay rate. The additional eight (8) hours of pay shall not be counted as hours worked for purposes of calculating overtime or leave accrual.

## **Article 12 Non-Discrimination**

There shall be no discrimination with respect to the employment of 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.

# **Article 13 Disciplinary Procedures**

#### 13.1 Representation/Weingarten Rights

- A. Upon request, Employees have the right to have a designated Union Representative present at an investigatory interview called by the Employer, if the Employee reasonably believes discipline could result, per an Employee's Weingarten Rights.
- B. When an Employee requests a designated Union Representative, if the requested Representative is not reasonably available, the Employee will select another designated Union representative who is available. It shall be the Employee's responsibility to contact a Representative.
- C. The role of the Representative will be to assist and counsel the Employee. The Representative shall not interfere with the Employer's ability to conduct an investigation. Nothing herein shall be construed to preclude the supervisor or administrator from formally meeting, counseling, and consulting with an Employee.

## 13.2 Investigation

- A. The Employer and the Union agree that timely resolution of investigations related to alleged Employee misconduct is critical to maintaining a positive and productive work environment.
- B. Investigatory meetings shall be held on paid time and the Employee shall be given an opportunity to retain a designated Union Representative prior to the meeting being held. Employees are required to fully and truthfully answer all questions during an investigation.
- C. Employees shall not be prohibited from contacting their Union Representative.
- D. The Employer may place an Employee on paid Administrative Leave pending the outcome of an investigation. Such status shall not be considered disciplinary in nature.
- E. If requested, the Employer will provide the Employee under investigation with a status update of the investigation progress every thirty (30) days until the investigation is complete.

#### 13.3 Corrective Measures

A. Corrective measures and formal disciplinary actions will generally be administered in a progressive manner (i.e., verbal warning, written warning, written reprimand, etc.). In extraordinary circumstances, progressive discipline may be waived entirely. A corrective measure is defined as counsel or guidance, provided by the supervisor to the Employee in an effort to avoid disciplinary action. A "verbal warning" and a "written warning" are considered a corrective measure, not a disciplinary measure. Corrective measures are not grievable and will be documented in the supervisor's file until the next evaluation is performed, at which

time it may become a benchmark in the evaluation and removed from the supervisory file.

# 13.4 Discipline

- A. The Employer shall not discipline any regular or project Employee without just cause.
- B. Discipline includes written reprimands, reductions in pay, suspensions, demotions, and discharges. When disciplining an Employee, the Employer shall protect the privacy of the Employee to the extent possible.
- C. Federal laws and/or regulations related to Title IX shall be followed by the College, even if those laws and regulations conflict with this Agreement.
- D. The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 5, Grievance Procedure, except where precluded by federal laws and/or regulations related to Title IX.

# 13.5 Off-Duty Conduct

- A. The off-duty activities of an Employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in <a href="RCW 42.52">RCW 42.52</a>, are detrimental to the Employee's work performance or the program of the Employer, or otherwise constitute just cause.
- B. Employees shall report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to the Employer within forty-eight (48) hours or prior to their scheduled work shift, whichever occurs first.

## 13.6 Notice to Employees

When the Employer is contemplating economic disciplinary action (reduction in pay, suspension, demotion, and/or discharge) against an employee, the Employer shall notify the Employee and the Union on the same day. Such notice shall include the charges against the Employee, an explanation of the evidence which forms the basis for the charge, and the action contemplated. The Employee shall be given a reasonable opportunity to respond, either at a pre-disciplinary meeting scheduled by the Employer or in writing if the Employee prefers. A pre-disciplinary meeting with the Employer shall be considered time worked, and the Employee may be accompanied at the meeting by a Union Representative.

# 13.7 Confidentiality

When disciplining an employee, both the Employer and the Union shall make reasonable efforts, as appropriate under the circumstances, to maintain confidentiality.

# 13.8 Probationary Employees

Nothing in this Article limits the Employer's right to separate a probationary employee during their probationary review period.

# **Article 14 Health and Safety**

## 14.1 Responsibility

The College, the Employee and the Union have a significant shared responsibility for workplace safety and health.

- A. The Employer shall abide by safety and health standards in accordance with applicable state and federal law.
- B. All Employees shall comply with applicable safety and health practices and standards established by the Employer and the Washington Industrial Safety and Health Act (WISHA).
- C. All Employees of the College shall contribute to a healthy workplace including, not knowingly exposing co-workers, students and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees not to be in the workplace when Employees self-report contagious health conditions. When an Employee has been directed not to be in the workplace, an Employee may use Leave or work remotely if the duties of their role allow.
- D. The Union shall work cooperatively with the Employer on safety and health related matters and encourage Employees to work in a safe manner.

#### 14.2 Employer's Role

- A. The Employer shall immediately notify Employees of any unsafe or hazardous workplace condition that it knows about and take appropriate action. The Employer shall provide necessary: (a) personal safety devices, protective apparel and equipment for Employee use, and, (b) training on the proper operation of safety devices and equipment.
- B. In partnering with the Union to provide a safe environment, WWCC will take appropriate steps to mitigate the danger and provide a threatened Employee with information regarding what response(s) are planned or have been taken. In the cases of airborne or waterborne contamination, WWCC shall use third party certification to verify that the danger has been resolved. The Union and the affected employees will have access to all relevant reports.
- C. The College shall conduct a comprehensive safety and security audit every three (3) years, and results will be reported to Union leadership and the campus community.

# 14.3 Employee's Role and Reporting

- A. In partnering with WWCC, Employees shall endeavor to avoid unsafe work practices and agree to aid the College wherever possible in promoting a healthy and safe environment in the workplace.
- B. Hazardous or unsafe work conditions shall be reported to a supervisor or another administrator. The affected Employee shall not be required to resume work in the area or perform the hazardous task until the hazard or condition is corrected. A request to leave or move to a temporary alternate worksite may be granted by the Employee's immediate supervisor.

# 14.4 Safety Committee

Washington Industrial and Safety Health Act (WISHA) standards and procedures shall be conspicuously posted and adhered to at WWCC. The Professional Staff representative(s) recommended by the Union shall serve on the College Safety Committee.

# 14.5 Workplace Violence

The College is committed to its Employees safety and health. As such, workplace violence will not be tolerated.

The College defines workplace violence to include verbal and electronic threats, threatening behavior, bullying, or physical assaults occurring in the workplace or virtually by a stranger, customer, client, co-worker, or supervisor. The Employer shall ensure that all Employees adhere to practices that are designed to make the workplace safe and secure.

Employees are encouraged to come forward with their concerns or complaints about workplace violence and report them to the Human Resources Office and through the College's reporting system. The College shall investigate and resolve all complaints in alignment with Title IX regulations and other state and federal laws. Retaliation against any individual for making a complaint or cooperating in an investigation shall not be tolerated.

# **Article 15 Position Types, Descriptions and Vacancies**

#### 15.1 Categories of Bargaining Unit Work

Bargaining unit work is performed by Employees who occupy (A) Regular Positions, (B) Temporary Positions, (C) Project Positions, and (D) Interim Assignments.

#### 15.2 Types of Positions

A. Regular Positions: A Regular Position is an employment position which the College expects to have funding for the foreseeable future, without any currently known or currently anticipated termination. Ordinarily, an appointment to a Regular Position is made through an external competitive process.

- B. Temporary Positions: Temporary Positions are either Full-Time or Part-Time positions with a normal employment period of up to one year, with the possibility of extending beyond a year based on business needs. Temporary Position appointments are not expected to become regular "continuing" positions.
- C. Project Positions: Project Positions are positions that are Full-Time or Part-Time positions supported on a short-term basis with grant, contract and/or College's reserve funds for the completion of a specific project. Project Positions normally last only for as long as the funding is available, but not beyond the duration of the project, and not to exceed twelve (12) months. Ordinarily, an appointment to a Project Position is made through an external competitive process. Project Positions and/or appointments may become regular appointments through an internal process or an external competitive recruitment process, at the determination of the appointing authority and/or designee.
- D. Interim Assignments: Temporarily filling a vacant position for up to twelve (12) months unless otherwise agreed. Upon completion of a temporary or Interim Assignment, the Employee has the right to return to their previous position and salary.
- E. Exclusion of Temporary Employees: The following Articles and other provisions of this Agreement do not apply to a Temporary Employee: Article 13, Disciplinary Procedures; Article 18, Probation; Article 20, Performance Evaluation; and Article 23, Professional Development.

# 15.3 Position Descriptions

- A. Each position shall have a position description, which will be available to the Employee and the Union upon request, and shall be maintained in the Human Resources Office.
- B. Modifications to existing positions shall be collaboratively developed with the Employer and the Employee affected by the modification.
- C. The supervisor shall discuss the position description and evaluation criteria with an Employee who is newly hired into a position, within twenty (20) days of beginning work in the new position.

#### 15.4 Reassignments

If an existing Employee who has already passed probation in this Unit transfers into a position represented by this bargaining Unit, the Employee shall serve a three (3) month probationary period. During the probationary period, the Employee may revert to their former position, if the vacated position is open.

The probationary period does not apply in the event of involuntary transfer to a position within the Unit.

#### 15.5 Notice of Vacancies

WWCC will post regular professional positions for a minimum of seven (7) calendar days. Priority consideration shall be given to current College Employees.

#### 15.6 Unit Work

WWCC shall notify the Union in the event that a Union position/work is being considered for removal from the bargaining unit.

# Article 16 Reduced Schedules and Reduction in Force

#### 16.1 Reduced Schedule

The Employer may temporarily or permanently reduce the work schedule (work hours and/or work days) of an Employee due to lack of funding, lack of work, and/or reorganization. The Employer shall give at least ten (10) work days' advance written notice of any such reduction to both the Employee and the Union. Upon request, the Employer will meet promptly (within five (5) work days of the request) with both the Employee and the Union to discuss this.

## 16.2 Reduction in Force (Layoff)

- A. Declared Financial Emergencies: If the Board of Trustees declares a financial emergency, or if the State Board for Community and Technical Colleges (SBCTC) declares a financial emergency, Reduction in Force (RIF) procedures may be applied to Professional Staff positions. In such instances, Professional Staff Employees whose positions are being reduced or eliminated shall be given written notice at least sixty (60) calendar days prior to the change, with a copy to AFT-WWPS.
- B. In the case of a RIF, the Employer reserves the right to laterally transfer Employees who meet the minimum qualifications for any vacant position within the bargaining unit to avoid layoff, with salary set at the rate for the position the Employee has been performing.

#### C. Seniority and Order of Layoff:

 Seniority defined: Seniority means the earliest or earlier hire date in continuous service at the College, excluding any temporary employment, student workers, and any unpaid leave time that is not specifically protected by law.

#### 2. Order of Layoff:

- a. Probationary Employees shall be laid off in order of least seniority (most recent hire date of continuous College service) to most seniority, before an Employee who has completed a probationary period.
  - i. Employees serving a three (3) month probationary period as a result of being hired into a new position, are not considered Probationary Employees, for these purposes.
- b. Non-probationary/Permanent Employees shall be laid off in order of

#### least seniority to most seniority.

- D. RIF notifications to Professional Staff shall be made in a confidential setting and Employees shall be given up to eight (8) hours of additional paid leave following the RIF Notification, at the Employee's discretion.
- E. Upon the Employee's request, the Employer shall provide a written statement that the termination is not due to the fault of the Employee.

## Article 17 Workload and Position Review

#### 17.1 Reasonable Workload

Full-Time Employees exempt from overtime shall generally work forty (40) hours per week.

Employees' assignments shall be consistent with current position descriptions and reasonable workloads. Individual schedules may change from time-to-time as approved by the supervisor in order to accommodate workload.

#### 17.2 Classification Plan Revisions

- A. The Employer shall provide to the Union, in writing, any proposed changes to the classification plan, including descriptions for newly created classifications. Upon request of the Union, the Employer shall bargain the effect(s) of a change to an existing class or newly proposed classification.
- B. The Employer shall allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan. The Employer shall notify the Union when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this Agreement. Upon request of the Union, the Employer shall bargain the effect(s) of a change to an existing class or newly proposed classification.

#### 17.3 Position Review and Appeal

The Employer may initiate a position review for a position it believes is improperly classified, and shall inform the Union in writing when it has initiated a reallocation process for a bargaining unit position.

An individual Employee who believes that their position is improperly classified may request a review according to the following procedure:

- A. The Employee shall complete the <u>State Human Resources' Position Review Request Form</u> Employee Portion and submit it to the Human Resources Office. The Human Resources Office will date stamp and notify the Employee when the Position Review Request Form was received in their Office.
- B. Within sixty (60) calendar days of receipt of the Position Review Request, the Human Resources Office shall review the completed form (including the Supervisor section), and make a decision regarding appropriate classification.

- C. In the event the Employee disagrees with the reallocation decision of the Employer, the Employee may request a review of the decision by the President or designee within thirty (30) calendar days of being provided the results of a position review of the notice of reallocation. The President or designee shall have thirty (30) calendar days to render a written decision which shall be final and binding.
- D. The effective date of a reallocation resulting from an Employee request for a Position Review is the date the request was filed with the Human Resources Office.
- E. For compensation impact, see Article 19, Compensation and Pay Practices.

# **Article 18 Probation**

#### 18.1 Duration

The first six (6) months of employment in a regular position covered by this Agreement shall be a probationary period, except that the Employer may extend an individual's probationary period, upon written notice to the Employee, by any number of days during which the Employee was on Shared leave, Leave Without Pay, or not meeting performance expectations.

- A. Employees who have been employed at the College for six (6) or more months prior to the date of the signing of this Agreement are considered to have passed their probationary period.
- B. Employees who have been employed at the College for fewer than six (6) months prior to the signing of this Agreement shall be considered in a probationary period until six (6) months from their hire date.
- C. The Employer may extend the probationary period for an individual Employee as long as the extension does not cause the total period to exceed twelve (12) months. The Employer agrees to notify the Employee in writing when it intends to extend the probationary period of an Employee beyond six (6) months.

#### 18.2 Feedback During Probation

- A. At least once during the Employee's probationary period, the Employer, or their designee, shall meet to give job performance feedback and provide guidance as necessary.
- B. If the probationary period is extended, a performance evaluation shall be conducted, and a performance improvement plan shall be established.

#### 18.3 Employment Termination

If an Employee is terminated during the probationary period, the reason for termination shall be provided in writing to the Employee and the Union. The termination of a

probationary Employee shall not be grievable under Article 5, Grievance Procedure.

# **Article 19 Compensation and Pay Practices**

## 19.1 Compensation Philosophy

The College's compensation philosophy for Employees covered by this Agreement shall:

- A. Emphasize total compensation (salary and benefits);
- B. Strive to be market competitive;
- C. Recognize that internal market differences exist across College departments and divisions;
- D. Recognize that internal equity within a department/division is important; and,
- E. Emphasize salary administration policies that support College priorities in recruiting and retaining highly qualified staff in a dynamic work environment, within the College's fiscal resources,

## 19.2 State Salary Increases

On an annual basis, the Employer shall increase all salaries by the same percentage as any general compensation increases appropriated by the State Legislature to Non-represented/Exempt and Classified Employees via Cost of Living Adjustments (COLAs) or other methods. Should the State provide for salary increases in some manner other than the same percentage increase for all unit employees, the College and Union shall meet to negotiate these.

# 19.3 Salary Schedule

- A. The Parties adopt the Salary Schedule in Appendix A.
- B. As of the effective date of this Agreement, each Employee shall be placed in a Range/Step on the Salary Schedule (Appendix A) that aligns to their position's class specification band, one step above the Employee's current salary, consistent with Section 19.1.
- C. Employees shall receive a step increase annually, beginning on the pay period that includes their one (1) year anniversary date, until they have reached the maximum step of their range.
- D. An Employee who attains a new credential or degree that is related to a preferred qualification of the Employee's current position, may request a Position Review for a step increase.
- E. When a position has been determined by the College that the regular use of competent skills in more than one (1) language, to include sign language (AMESLAN), and/or Braille, is a part of the required qualifications for the position,

the College shall authorize premium pay of five percent (5%) above the level normally assigned for that position.

# 19.4 Additional Compensation for Temporary Duties

Any compensation for additional Temporary Duties requires recommendation by the College President or appropriate Vice President, and must include clear documentation of the circumstances warranting additional compensation. Employees who are temporarily assigned duties and responsibilities for more than fifteen (15) calendar days of a higher-level classification shall be notified in writing and shall be paid at the step of the range for the new classification, that is nearest to five percent (5%) higher than the amount of the Employee's current step and range.

Additional compensation under this Section shall not factor into Overtime Exempt eligibility, and shall not exceed twelve (12) months.

The Employer shall provide a list of Represented Employees to the Union who are receiving additional compensation for Temporary Duties every six (6) months.

# 19.5 Temporary Employees

The Employer may determine the compensation rate of a Temporary Employee, making a reasonable attempt to be consistent with the hourly rate(s) of the position(s) most closely corresponding to the temporary work, while also reflecting the impermanence and any lack of benefits.

# 19.6 Overtime-Eligible Employees

For Employees eligible for Overtime compensation, as determined by federal and state policy, as stated by the Washington State Department of Labor and Industries, Overtime is defined as time that an Overtime-Eligible Employee works in excess of forty (40) hours per work week.

Employees who have prior approval and work more than forty (40) hours in a work week shall be compensated at the Overtime rate. Overtime shall be paid at the rate of time and one-half for all Overtime-Eligible employees covered by this Agreement.

# **Article 20 Performance Evaluation**

# 20.1 Objective

The performance evaluation process is designed to provide supervisors and Employees an opportunity to discuss and record performance planning, feedback and performance outcomes. Supervisors and Employees shall discuss how the Employee's position aligns with the College's mission and goals and the Employer's job requirements. Performance problems should be brought to the attention of the Employee at the time of the occurrence to provide the Employee an opportunity to address any issue.

#### 20.2 Process

- A. Employee work performance shall be evaluated during probationary periods and at least annually thereafter, at a time that allows for adequate application of the process. Supervisors shall meet with Employees at the start of the Employee's review period to discuss performance expectations. Employees shall receive copies of the position description, performance expectations, and notification of any modifications made during the review period. Written notification will normally be given to a Probationary Employee whose work performance is determined to be unsatisfactory. If the probationary deficiency is substantial, the Employer may separate the Probationary Employee at any time.
- B. A copy of the performance evaluation shall be provided to the Employee at the time of the review. If an Employee disagrees with their performance evaluation, the Employee has the right to attach a rebuttal statement. The original performance evaluation forms, including the Employee's comments, shall be maintained in the Employee's official personnel file.
- C. If a supervisor has had less than ninety (90) calendar days to observe the Employee's performance, the Employee may request a joint review with the Employee's previous supervisor (if still employed with the College). If the previous supervisor is no longer employed with the College, the Employee may request a consultation with other managers with knowledge of the Employee's performance.
- D. The content of a performance evaluation is not subject to the Grievance Procedure in Article 5, Grievance Procedure.
- E. Performance evaluations shall not be used to initiate personnel actions such as transfer, promotion, or discipline.
- F. Annual evaluations for an Employee on Leave for an extended period of time, for example, for Paid Family and Medical Leave, shall be postponed until a calendar year of work has been completed, or at another time as agreed upon by the Employee and supervisor.

# **Article 21 Personnel Files**

#### 21.1 Files Maintained

The Employer shall maintain one (1) official personnel file for each Employee showing a record of employment and such other information required for business and legal purposes. This file shall be maintained in a secure, confidential file in the College's Human Resources Office. This shall not preclude the maintenance of all lawful files and records as needed by the Employer.

# 21.2 Health and Medical Information

Health and medical information shall be kept separate and confidential as required by state and federal law. The Employer shall not require employees to provide information about health or medical conditions of the Employee or the Employee's family, unless such information is related to: a reasonable accommodation request for a Temporary or

Permanent Disability; to assist the Employer with initiation and determination of FMLA or PFML Leave; to determine fitness to hold the Employee's position; relating to performance of employment duties; or regarding provision of employment benefits.

## 21.3 Employee Access to Personnel File

- A. Access to an Employee's official personnel files shall be limited to the Employee, the Employer, personnel who have a business need for access, including Human Resources, Payroll and Benefits, the Employee's appointing authority and/or supervisor, the Employer's President, and other persons with a legal right to access. The Employer's Human Resources Office shall monitor any review of official personnel files to protect against unauthorized alteration or removal of materials.
- B. An Employee and/or their Representative may arrange to examine the Employee's personnel file during regular business hours upon reasonable notice. Written authorization from the Employee is required before any Representative of the Employee shall be granted access to the personnel file or medical file.

#### 21.4 Adverse Material

- A. Employees shall be provided a copy of all adverse material placed in the official personnel file at the time it is placed in the file. The Employee or their Representative may not remove any contents from the file; however, an Employee may provide a written rebuttal or refuting documentation relating to a performance evaluation.
- B. Such information shall be maintained in an administrative file, separate and apart from the personnel file and shall not be released unless required by judicial order or by applicable laws governing disclosure of public documents.

#### 21.5 Favorable Material

The Parties agree that it is a good practice for an Employee to be provided with copies of letters of appreciation and commendation addressed to the Employer.

#### 21.6 Public Disclosure

When documents in an Employee's personnel file and/or administrative file are the subject of a public disclosure request, subpoena or legal discovery, the Employer shall provide the Employee and the Union with a copy of the request at least ten (10) business days in advance of the intended release date, unless otherwise required by law.

# 21.7 Supervisor Working Files

- A. Supervisors may keep working files of documentation relevant to Employee performance. The previous year's job performance documentation will be removed from the supervisor's working file following the completion of a performance evaluation, unless related to issues of an ongoing nature.
- B. Supervisors who keep Employee working files will maintain the files in a manner

that protects against unauthorized access or casual observation and in accordance with other governing laws and rules.

#### 21.8 Retention

Information shall be retained in an Employee's official personnel file for at least as long as required by applicable records retention laws and rules. Upon an Employee's written request, disciplinary actions shall be removed from the official personnel file any time after two (2) years since the action was complete, if the Employee has not been subject to any further discipline and the circumstances do not reasonably justify a longer retention.

# **Article 22 Travel**

22.1 Employees required to travel in order to perform their duties shall be reimbursed within thirty (30) days for any authorized travel expenses after receipt of the properly completed request for reimbursement (e.g., mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management (OFM) and College policies.

Employees are responsible for providing transportation between their home and work site. However, the Employer may authorize an Employee who resides within a reasonable commuting distance of the Employee's work site to take a personally assigned vehicle home, in accordance with the Washington State Department of Enterprise Services (DES) policies. Employees are encouraged to use motor pool vehicles when traveling for College business.

- 22.2 Travel time will be considered time worked when:
  - A. It is required by the Employer during normal work hours from one worksite to another; or,
  - B. The Employee is authorized or required to travel away from home overnight and the travel occurs during normal working hours or during corresponding hours on non-working days.
- 22.3 Travel time will not be considered time worked when:
  - A. The Employee is commuting between the Employee's home and their regular worksite.

# **Article 23 Professional Development**

# 23.1 Purposes

The Employer and Union affirm that continued professional and personal growth of individual staff members and professional and program development are fundamental to improving the total effectiveness of the College. The Employer and the Union recognize the value and benefit of education and training designed to enhance an Employee's ability to perform the Employee's job duties. Training and Employee professional development

opportunities shall be provided to Employees in accordance with current College policies and available resources.

Professional Development under this Article is limited to training and education, including professional conferences, which relate to the duties, tasks, and essential functions in the Employee's position description, unless the Employer determines otherwise.

## 23.2 Prior Approval

All Professional Development must be specifically approved in advance by the Employee's supervisor. The supervisor may decline to approve because of late notification, the potential impact on workload or work schedule, and/or other reasonable causes. If training is denied, the written notice shall include the reason for denying the request.

# 23.3 Funding

## A. Source and Use of Professional Development Funds

The College provides a professional development fund for Employees. This is offered on a first-come, first-served basis beginning each Fiscal Year. Requests for Professional Development shall be submitted to the Employee's supervisor prior to December 31st of that Fiscal Year. The College shall fund the respective amounts each year of the contract, as follows:

Year One (FY24-25): \$750/per member Year Two (FY25-26): \$1000/per member Year Three (FY26-27): \$1200/per member

Funds may be used for Professional Development activities, professional memberships, professional publications, and professional travel-related expenses. These funds shall not be used for technology or equipment purchases. Purchases must be in accordance with the College's policies.

The College shall pay separately, not charged against the individual Employee allotment under this Article, for Professional Development which is (a) specifically required by the supervisor, in writing; or, (b) part of the Employee's job responsibilities, such as training at meetings of State commissions or other organizations of which the Employee is a member or whose meetings the Employee is expected to attend.

#### B. Allowable Expenses

Eligible expenses include, but are not limited to, registration and travel. The individual Professional Development outlined in this Article does not preclude the College from exercising its discretion to provide alternative or additional funding for Professional Development from some other source(s). Employees are also encouraged to seek additional external resources.

#### C. Fund Pooling

Unspent amounts in this fund shall revert to the Employer at the end of the Fiscal Year.

## 23.4 Eligibility

- A. Only Employees who have successfully completed probation are covered by this Article.
- B. Supervisors shall generally allow work time for Professional Development paid for under this Article.

#### 23.5 Documentation

- A. The following aspects of Professional Development under this Article must be documented on the appropriate Employer form(s):
  - 1. The supervisor's prior approval;
  - 2. Any appropriate travel authorization;
  - 3. Any payment or repayment to a provider of training, transportation, etc., or to the Employee; and,
  - 4. Documentation of completion of the training.
- B. The Employee shall provide documentation of completion of the training to both the supervisor and the Human Resources Office.
- C. Employees who participate in Professional Development are encouraged to share materials and resources for the benefit of their department and/or the College.

# **Article 24 Insurance and Pension Benefits**

#### 24.1 Medical Insurance Benefit

The Employer shall contribute an amount as determined by the Public Employees Benefits Board (PEBB) annually for benefits. The Employer shall deduct any Employee contributions necessary to fully fund PEBB coverage. As determined by the PEBB, this insurance may include dental, life and long-term disability insurance coverage.

#### 24.2 Retirement Benefit

Employees may participate in retirement plans in accordance with the rules established by the Washington State Department of Retirement Systems (DRS) and the State Board for Community and Technical Colleges (SBCTC).

# **Article 25 Mandatory Subjects**

#### 25.1 Notice of Change

The College shall provide notice and agrees to bargain over mandatory subjects of

bargaining, as required by law (RCW 41.56.021). The Union shall be provided thirty (30) calendar days' advance notice. Less than thirty (30) calendar days, but as many as practical, may be given in emergency situations.

# **Article 26 Remote Work**

26.1 The Employer defines remote work as: working at an alternate work site such as a private residence or other location that is not the represented Employee's official working location, for one or more days per week, month, or for an approved time period.

Remote work is a workplace alternative available through a mutually agreed-upon arrangement between the Employer and Professional Staff member. The arrangement shall meet the business needs of the College. It may be terminated by the Employee or the College at any time. Remote work shall not negatively impact the College's service to students, adversely impact other faculty and staff, interfere with the efficient conduct of daily College business, or the Employee's ability to perform the functions of their job. Employees shall request remote work in accordance with College policies and procedures.

# Article 27 No Strike or Lockout

- 27.1 The College and the Union understand that the right to strike is not granted to public Employees per RCW 41.56.120.
  - A. The Employer and the Union acknowledge that this Agreement provides, through the Grievance Procedure and through other administrative remedies, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the Parties agree that the public interest requires the uninterrupted performance of all College services and to this end, pledge to prevent or eliminate any conduct contrary to that objective.

# **Article 28 Savings Clause**

#### 28.1 Partial Invalidity

If any provisions of this Agreement shall be found in violation of the law or invalid by any court or administrative agency of competent jurisdiction, such provision(s) shall be deemed invalid. The remainder of the Agreement shall remain in full force and effect. The Union and the College shall meet for the purpose of re-negotiation of any Article or portion of this Agreement found to be in violation of the law or invalid. Such request by either party shall be in writing, within sixty (60) calendar days of an Article or Section being found in violation of the law.

# 28.2 Term of Agreement

Signed \_\_\_\_\_\_\_, 2024 at Walla Walla, Washington

Union Organizing Representative AFT-WWPS Negotiations Chair

Date Date

For the Employer

Lead Negotiator for the Employer

Date

The term of this Agreement shall be from date of ratification through June 30, 2027.

Date

# **Appendix A** Salary Schedule

	STEPS (2.5%)										
RANGE (5%)	А	В	с	D	E	F	G	н	ı	ı	К
PR01	55,000	56,375	57,784	59,229	60,710	62,227	63,783	65,378	67,012	68,687	70,405
PR02	57,750	59,194	60,674	62,190	63,745	65,339	66,972	68,647	70,363	72,122	73,925
PR03	60,638	62,153	63,707	65,300	66,932	68,606	70,321	72,079	73,881	75,728	77,621
PR04	63,669	65,261	66,893	68,565	70,279	72,036	73,837	75,683	77,575	79,514	81,502
PR05	66,853	68,524	70,237	71,993	73,793	75,638	77,529	79,467	81,454	83,490	85,577
PR06	70,195	71,950	73,749	75,593	77,483	79,420	81,405	83,440	85,526	87,665	89,856
PR07	73,705	75,548	77,437	79,373	81,357	83,391	85,476	87,612	89,803	92,048	94,349
PR08	77,391	79,325	81,308	83,341	85,425	87,560	89,749	91,993	94,293	96,650	99,066
PR09	81,260	83,292	85,374	87,508	89,696	91,938	94,237	96,593	99,007	101,483	104,020
PR10	85,323	87,456	89,643	91,884	94,181	96,535	98,949	101,422	103,958	106,557	109,221
PR11	89,589	91,829	94,125	96,478	98,890	101,362	103,896	106,493	109,156	111,885	114,682
PR12	94,069	96,420	98,831	101,302	103,834	106,430	109,091	111,818	114,614	117,479	120,416
PR13	98,772	101,241	103,772	106,367	109,026	111,752	114,545	117,409	120,344	123,353	126,437
PR14	103,711	106,303	108,961	111,685	114,477	117,339	120,273	123,279	126,361	129,520	132,758

Ranges increase by five percent (5%). Each step increase is two- and one-half percent (2.5%). Cost of Living Adjustments (COLAs) affect rates and shall apply equally across all ranges and steps.

Salary Ranges have been assigned class specifications as defined by the duties and responsibilities of the position.

Current Employees shall be placed in the Range and Step on the Salary Schedule that aligns most closely to the position's class specification range, one step above the Employee's current salary at the time the Collective Bargaining Agreement is ratified (before April 1, 2024). No Employee shall be placed at a salary step that is less than their current salary.

Upon ratification of this Agreement, and in recognition of a current Employee's service to the College, each Employee shall receive a one-time stipend in the amount of one thousand dollars (\$1,000). The amount shall not be considered a part of the Employee's base salary. The lump sum payment reflected in the Employee's paycheck shall be subject to all required state and federal withholdings.

New hire placements shall be within Step A and Step F within the position's Salary Range.

# Memorandum of Understanding (MOU): Initial Salary Placement, Potential Reallocation of Bargaining Unit Members, and Multilingual Premium Pay

Memorandum of Understanding
Between
The Board of Trustees of Walla Walla Community College District 20
and
AFT Walla Walla Professional Staff (AFTWA/AFL-CIO)

Initial Salary Placement, Potential Reallocation of Bargaining Unit Members, and Multilingual Premium Pay

This Memorandum of Understanding (MOU), by and between Walla Walla Community College and AFT-WWPS is entered into for the purposes of addressing: date of initial salary placement, potential reallocation of several identified bargaining unit members, and identification of positions requiring multilingual qualifications and affiliated premium pay.

#### A. Initial Salary Placement

1. The effective date for initial placement on the Salary Schedule (Appendix A), for Professional Staff shall be the ratification date of the Agreement, or no later than April 1, 2024.

#### **B.** Potential Reallocation

- 1. The Employer and the Union have identified a number of Professional Staff requiring a Position Review. For those identified, Employees shall complete the State Human Resources' Position Review Request Form Employee Portion and submit it to the Human Resources Office. For Employees determined through the reallocation process to be inappropriately classified, the Employer has agreed to use the ratification date of the Agreement.
- 2. The Employer will complete the position review process by October 1, 2024.

#### C. Positions Requiring Multilingual Qualifications

- 1. The Employer shall conduct a review of its departments to determine which position(s) regularly use competent skills in more than one (1) language, to include American Sign Language (AMESLAN), and/or Braille, as part of the required qualification for the position. For positions identified as part of this review, the Employer shall authorize premium pay of five percent (5%) above the level normally assigned for the position.
- 2. The Employer agrees to use the ratification date of the Agreement.
- 3. The Employer shall complete the position review process by October 1, 2024.

# D. Upon Ratification of Contract - Implementation

 The Employer and the Union agree that an implementation phase shall take place over several months following ratification of the Agreement, and include training, administering provisions of the MOU, and all Articles outlined in the new Collective Bargaining Agreement.

# MOU cont'd

This MOU shall expire October 2, 2024.	
Ms. Tara Leer, Chair of the Board	Mr. Joshua Slepin, AFT-WWPS Negotiations Chair
Date	Date