



WALLA WALLA COMMUNITY COLLEGE

**Contract Between The
Board Of Trustees of Community College
District No. 20
And The
Walla Walla Community College
Association For Higher Education
2022-2025**

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PREAMBLE

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

Article 1 Recognition

1.1

- A. The Employer recognizes the Association as the bargaining representative for all academic employees employed by the District for the purposes of exercising all rights accorded the Association by state law and the terms and conditions of this Contract. "Academic employee" means any teacher, counselor, librarian, or department head, who is employed by the District, whether full or part-time, with the exception of the president and any administrator, who performs administrative functions at least fifty percent (50%) or more of their assignments and/or has responsibilities to hire, dismiss or discipline faculty members. An academic employee may be given a "Faculty Appointment", "Special Faculty Appointment" or hired on a part-time basis (see [RCW 28B.52](#) and [RCW 28B.50.489](#)).
- B. Faculty Appointment — Faculty appointments may be given to state-funded employees under contract to perform full-time duties as a teacher, counselor, librarian, or other position for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments. Employees provided a "faculty appointment," may be granted tenure after participation in and completion of the college's tenure process (see [RCW 28B.50](#)).
- C. Special Faculty Appointment — Special faculty appointments may be granted to individuals employed on the basis of federal or other special funds as designated by the State Board Such individuals are ineligible to receive tenure. However, under certain circumstances, employees granted special faculty appointments within a correctional institution, may be eligible for tenure within that program. Such tenure shall be distinct and separate from the tenure program for other faculty of the college district (see [RCW 28B.50.870](#), [WAC 131-16-400](#), and [WAC 131-16-400](#)).
- D. Part-time Faculty — Typically, part-time faculty are academic employees hired on a quarter-to-quarter basis to perform any percentage of a full-time academic workload. The Employer refers to this group of employees as "Adjunct" faculty.
- E. "Academic employee" does not include persons hired to teach continuing education course offerings of an educational, cultural, and recreational nature. Continuing education course offerings include short-term non-credit certificate programs, professional development and personal interest courses, programming for seniors and children, as well as corporate training.

- 1.2 Excluded from the bargaining unit are all employees of the District who do not meet the definition of "academic employee" as defined herein. Should a question arise whether an exempt position is included or excluded from the bargaining unit, the Board or its designee shall meet with the Association and attempt to resolve the difference. Appeals may be taken by either party pursuant to the Public Employment Relations Commission rules.
- 1.3 The administrative or exempt positions excluded from the bargaining unit are identified in Appendix A.
- 1.4 In the event additional administrative or exempt positions are created by the Employer during the duration of this Contract, such classifications which are substantially similar to that in Appendix A shall also be exempt from such recognition or inclusion. In the event additional administrative or exempt positions are created by the Employer during the duration of this Contract, the Association shall be notified by the Human Resources Office of any position descriptions that include the duties of academic employees, including teaching, counseling, and library faculty. The Association will be notified prior to finalization of the position announcement.
- 1.5 The Employer will not interfere with the legal right of faculty employees to organize, join, and support the Association for whatever purpose in which it may legally engage. The Employer agrees it will not discriminate against any faculty employee because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the duly established grievance procedure.
- 1.6 The Association is the authorized representative of the faculty to bargain faculty working conditions and compensation. These shall include duties and compensation of faculty performing paid leadership responsibilities. Proposed changes in the duties, responsibilities, or compensation of faculty leadership roles are subject to the negotiation between the Administration and the Association. Each quarter, faculty serving in leadership positions may choose reassigned time or a stipend equivalent to the cost of an instructional replacement at the five (5) credit Mode I compensation. Current descriptions of faculty leadership roles and responsibilities are found in Appendix E.

Article 2 Status of the Contract

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

by the Board provided the Association is notified of the proposed changes. The Association shall be notified in writing of the proposed changes at least 10 days prior to adoption.

Article 3 Conformity to Law

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

Article 4 Distribution of the Contract

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

Article 5 Contracting Out

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

Article 6 Management Rights

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

Article 7 Association Rights

- 7.1 Any representative of the Association who is mutually scheduled by the parties to participate during instruction or non-instruction periods in Employer/employee

conferences shall suffer no loss of pay.

- 7.2 The Employer shall furnish the Association, upon request, information required to perform its representation functions. Requests for information shall be made in writing and directed to the Vice President of Human Resources.
- 7.3 Association meetings or Association committee meetings when scheduled shall not interrupt classroom assignments or scheduled office hours for those individuals involved. General membership meetings of the Association shall be scheduled through Facility Services and follow the regulations and procedures for use of campus facilities and equipment. No charge shall be made for the Association's use of District rooms.
- 7.4 The Association and its affiliates shall have the right to post notices of their activities and matters of Association concerns on college bulletin boards. The Association and its affiliates shall have the right to use the internal college mail service and employee mailboxes for communication with academic employees.
- 7.5 The Association shall receive within the first month of each academic year the names, home addresses, telephone numbers (if public information), and assigned work locations of all members of the bargaining unit.
- 7.6 Association representatives shall have reasonable access during normal college hours to all buildings in which members of the bargaining unit work, provided that such access does not disrupt the learning process and advance notification is given to the office of the President.
- 7.7 Release time will be provided the Association representative(s) to conduct Association business if prior approval is received from the President or President's designee.
- 7.8 The AHE President shall receive a yearly stipend in accordance with Appendix C. In lieu of this stipend, one-third release time may be provided the AHE President.
- 7.9 Membership

No employee shall be required to join the Association.
- 7.10 Voluntary Dues Payments

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

 - A. It is the Association's responsibility to provide an automatic payroll authorization form to academic employees. Once an academic employee has signed the automatic payroll authorization, dues deduction shall be effective on the first of the month following the month in which the form is received by the payroll office unless the form is received on the first working day of the month in which case the deduction will be effective the month in which it is received. Thereafter, the deduction will be continuous from year to year unless revoked in accordance with section C below.
 - B. On or before September tenth of each year, the Association shall provide a table of prorated annual dues, assessments, and fees to the Payroll Office.

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

7.11 Hold Harmless

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

Article 8 Labor/Management Communication Committee

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

Article 9 Academic Employee Protection

9.1 Legal Protection

The Board agrees to hold employees harmless and defend from any financial loss

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

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

9.2 Academic Freedom

- A. Academic Freedom in its teaching aspect is fundamental for the protection of the rights of the faculty in teaching and of the student to freedom in learning. This liberty carries with its duties correlative with the faculty member's rights; in discussing the subject in the classroom, in research and in publication, as a citizen, as a member of the institution, and as a member of the local community.
- B. Specific rights:
 - 1. A faculty member is entitled to freedom in the classroom to discuss any & all subjects that fit within the outcomes of the course/division/college.
 - 2. A faculty member is entitled to full freedom in research and in the publication of the results, within the existing college policies concerning printing and publication.
 - 3. A faculty member is a citizen, and a member of a learned profession, and a member of an educational institution. When they speak or write as a citizen, they should be free from institutional censorship or discipline.
 - 4. As a member of their institution, the faculty member seeks above all to be an effective teacher. Although they observe the stated regulations of the institution, they maintain their rights to question policies/decisions of the college and seek revision.
- C. The district policy on academic freedom shall not infringe upon the specified rights herein.

Each employee is entitled to freedom in the classroom in the discussion and presentation of the subject they teach.

Article 10 Academic Employee Rights

10.1 Individual Rights

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

10.2 Safe Working Conditions

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

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

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

10.5 Right to Due Process

No employee shall be reprimanded, disciplined, or reduced in compensation without just cause. In any event, any charges which are made shall be reduced to writing and made available to the employee. An employee shall have the right to have one Association representative of the employee's choice present at any meeting wherein the employee believes they may be reprimanded, disciplined, or denied rights available under this Contract. Nothing herein shall be construed to preclude a Vice President or other appropriate administrative person from attempting to resolve problems with an employee in confidence. Matters relating to tenure, dismissal and layoff shall be covered in Articles 34, 35, and 36 respectively and such instances shall not be covered by this subsection.

10.6 Personnel Files

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

10.7 Selection of Full-time Faculty

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

Article 11 Faculty Emeritus Benefits and Privileges

- A. To be eligible for consideration, faculty must have taught at the college for 15 or more years, be voluntarily retired or separated, self-request the status or be nominated to the college President, and be approved by the Board of Trustees.
- B. Use of the title Faculty Emeritus.
- C. Listing on a Faculty Emeritus section of the WWCC Website that includes professional biographies and photos.
- D. WWCC business cards that include Emeritus title.
- E. Allowed to participate in graduation, and be recognized as Emeriti along with retirement recognition.

- F. Faculty Emeriti are encouraged to participate in volunteer opportunities as recruiters or outreach ambassadors at mutually agreed upon events within the community. (Example: visit service clubs)
- G. Faculty Emeriti are encouraged to participate in volunteer opportunities in student support services.
- H. Use of College facilities the same as current faculty.
- I. Use of a unique WWCC email account, configured similarly to a student email account.
- J. Receive College Cellars discount the same as current faculty.
- K. Attend all campus activities the same as current faculty.
- L. Catalog listing: Faculty Emeritus, by their consent, will be listed in the college catalog until such time as they request not to be listed or until deceased.
- M. Attend any function for emeritus faculty.

Article 12 Faculty Responsibilities

12.1 Basic Function and Responsibility

Full-time teaching faculty are credentialed, professional educators with the primary responsibility of providing a quality education for all WWCC students. The relationship of the faculty member to the student is one of teacher, mentor, and facilitator of learning. The five categories and specific responsibilities listed below constitute a faculty member's assignment.

12.2 Teaching/Equivalent Responsibilities

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

- A. Teach assigned classes at scheduled time and place.
- B. Demonstrate professional skills appropriate to the teaching assignment.
- C. Provide each student with a comprehensive syllabus at the beginning of the quarter.
- D. Provide clear explanations, assignments, and directions.
- E. Conduct appropriate and frequent evaluations of student performance and provide feedback so students are aware of their performance throughout the quarter.
- F. Assign and submit grades based upon results of evaluations and college grading policy.

- G. Maintain student records and grades in the College's LMS.
- H. Post and be available during office hours that are reasonable for student access.
- I. Maintain course outlines and syllabi to reflect program curriculum.
- J. Review and recommend program textbooks, materials, and technology.
- K. Utilize available technology appropriate to assignment.
- L. Participate in program planning and budgeting.
- M. Equivalent responsibilities include specific assignments faculty performs in place of teaching classes; e.g., counseling, library work, grant assignments, unusual program/curriculum development, sabbaticals, etc.

12.3 Advising

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

- A. Advise and mentor advisees on coursework, program and/or transfer options, career plans, and graduation requirements.
- B. Post and be available during office hours that are reasonable for advisee access. The specific structure of this access can be tailored within departments.
- C. Participate in advisor training that will lead to initial certification.
- D. Participate in ongoing professional development with regard to advising.
- E. Participate in appropriate assessment of advising effectiveness aimed at continuous improvement of advising outcomes.

12.4 Professional Development

- A. Complete Professional Development as described in Article 33.
- B. Complete required trainings.

12.5 Professional Accomplishments

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

- A. Participate in professional organizations.

- B. Share expertise and knowledge through conferences and group presentations, speaking, applying research, and/or publishing.
- C. Strive for recognition of instructional programs by professional organizations and industry.

12.6 Service to the College

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

- A. Regularly attends department/division and/or assigned committee meetings; participates in discipline/department and division projects.
- B. Prepares for and contributes to meetings; assumes share of departmental, divisional and college responsibilities.
- C. Assists in mentoring new faculty.
- D. Participates in identifying and solving institutional concerns.
- E. Assists in promoting the college to students, the public, and businesses and governmental agencies.
- F. Participate in program articulation with other colleges and schools, to include Tech-Prep, Academic Prep, Running Start, Alternative Education, student organizations, and other activities.
- G. Participate in community activities as related to instructional assignment and interests.

12.7 Commencement

- A. Attendance at commencement is a non-instruction contract day. Faculty attendance is required for the appropriate instructional area or site.
- B. Request for absences must be approved by the President.

Article 13 Participatory Governance

The Employer recognizes the requisite expertise and ability of the faculty to provide valuable input regarding many decisions by the district. It is agreed that the faculty and administration will maintain structures and procedures which allow appropriate input of the faculty.

Article 14 Intellectual Property

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

at District expense shall vest in the District and be copyrighted or patented, if at all, in its name.

- 14.3 In those instances where materials, processes or inventions are produced by an employee with District support by way of use of significant personnel, time, facilities or other District resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) dual ownership, the employee and the District.
- 14.4 The district policy on intellectual property shall not infringe upon the specified rights herein.

Article 15 Travel

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

Article 16 Professional Meetings

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

Article 17 Class Audit and Enrollment

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

Article 18 Insurance Plan and Related Benefits

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

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

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

Article 19 Absences and Leave

19.1 Notice Required

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

Absence shall be requested on an appropriate form provided by the District. Applications shall require approval one (1) week in advance of the anticipated absence. Exceptions

to this requirement shall be absences which are impossible to anticipate such as bereavement, personal illness, injury, or emergency. In such cases, the employee shall notify the appropriate supervisor at least one (1) hour prior to the employee's first working assignment.

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

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

19.3 Leave of Absence

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

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

Article 20 Coverage for Personnel on Leave

Depending on the length of the leave for faculty, it may be necessary to hire a faculty temporarily for continuity of instruction. The faculty on temporary assignment should be informed of the estimated length. Compensation will be at the current, negotiated adjunct and/or overload rate.

Article 21 Personal Leave

Full-time employees will receive three (3) days leave per year for purposes of a personal nature provided such leave is arranged with the Dean and/or Director of the instructional unit. Such leave is non-accumulative. Personal leave may be taken in hourly increments. Employees who are annually contracted for less than 100 percent and quarterly contracted employees who are placed on the full-time salary schedules will get equivalent Personal Leave on the same proportional basis that their employment schedule bears to a full-time schedule. Full-time

faculty who teach for four quarters receive one (1) extra personal day per year.

For personal leave for part-time faculty who are benefits eligible and teaching the equivalent of a full-time load, see Article 38.6 B.

Article 22 Civil Duty Leave

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

Article 23 Government Service Leave

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

Article 24 Work Related Injury/Illness Leave

- 24.1 Whenever an employee is absent from employment and unable to perform their duties as a result of personal injury sustained in the course of employment, the employee may utilize their sick leave to compensate for the difference in the amount of state compensation for their regular salary to the limits of their accrued sick leave account. Sick leave account shall be reduced in the same ratio as the payout bears to their total salary. All benefits such as retirement, social security, sick leave, and salary placement shall be maintained by the District.
- 24.2 Employees suffering illness or injury which is compensable under industrial insurance provisions, shall receive full sick leave payments, less any industrial insurance payments received by the employee in compensation for the time loss resulting from the period of leave, unless the employee chooses to receive only industrial insurance payments. Until eligibility for worker's compensation is determined by the Department of Labor and Industries, the agency may pay full sick leave, provided that the employee shall return any subsequent overpayment to his/her agency.
- 24.3 Sick leave days charged to an employee with a worker's compensation claim shall be proportionate to that portion of the employee's salary paid by the institution during the claim period.
- 24.4 An employee who sustains an industrial injury, accident, or illness, arising from employment, shall upon written request and proof of continuing disability be granted leave of absence without pay for up to six (6) months without loss of lay-off seniority or change in annual increment date. Leave without pay exceeding six (6) months without loss of lay-off seniority or change in annual increment date may be granted at the option of the Employer.

Article 25 Family Medical Leave

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

Article 26 Sick Leave

26.1 Accrual

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

26.2 Accumulation

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

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

26.3 Use of Sick Leave

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

- A. Because of and during illness or injury which has incapacitated the employee from performing their duties.
- B. By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
- C. Up to two (2) days per year for bereavement of non-immediate family and/or close personal friends or, when necessary, to extend bereavement leave for immediate family.
- D. For the purposes of medical, dental or optical appointments if arranged in advance with the appropriate administrator.
- E. For temporary disability including such resulting from pregnancy and/or childbirth.
- F. To care for a minor/dependent child with a health condition requiring treatment or supervision.
- G. To care for a spouse, domestic partner, parent, parent-in-law, sibling, or grandparent of the employee and other relationships as agreed upon with management who has a serious health condition.
- H. Up to three (3) days for family care emergencies as follows:
 - 1. Minor/dependent child care emergencies such as unexpected absence of regular care provider, unexpected closure of child's school, or unexpected need to pick up child at school earlier than normal.
 - 2. Elder care emergencies such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.
- I. For family members health care appointments when the presence of the employee is required if arranged in advance.
- J. To care for a family member as required by Washington's Family Care Act ([WAC 296-130](#)) as currently enacted or hereafter amended.
- K. For any applicable FMLA or Washington Family Leave Act qualifying event when eligibility criteria are met.
- L. In accordance with [RCW 49.76.010](#) – 050, if the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.
- M. The first twelve (12) days, or any part thereof, of sick leave used in any calendar year will be deducted from the sick leave compensation account credit for that year, and the balance of any sick leave taken in excess of the annual compensable days shall be deducted from remaining sick leave credited to the employee, first from the non-compensable amount and the remaining from the prior years' compensable accumulation.

26.4 Reporting

Employees shall report illness or disability to the division coordinator or the employee's immediate supervisor at the beginning of any period of leave, and daily thereafter unless

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

26.5 Transferability

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

26.6 Reinstatement

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

26.7 Annual Sick Leave Cash Out

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

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

26.8 Sick Leave Cash Out Separation

- A. At the time of separation from state service due to retirement, the provisions of Article 18.4 apply. In the unfortunate event of an employee death, the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of all accrued compensable sick leave.
- B. An employee who separates from Community College District No. 20 for any other reason than retirement or death shall not be paid for accrued sick leave.

26.9 Compensation for unused sick leave shall not be included for the purpose of computing

retirement allowances under any public retirement system of the State of Washington; therefore, no contributions are to be made to the retirement system for payments.

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

Article 27 Bereavement Leave

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

Article 28 Sabbatical Leave

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

28.2 Purpose

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

28.3 Eligibility

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

28.4 Approval

All sabbatical leaves require the approval of the Board of Trustees. The number of

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

28.5 Compensation

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

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

28.6 Outside Funding

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

28.7 Procedure

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

28.8 Award Criteria

Sabbatical leave shall be awarded according to the following criteria.

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

28.9 Leave Contract

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

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

28.10 Employee Rights

The time spent on sabbatical leave shall be recognized as equivalent to time spent as a full-time academic employee of the college, excepting sabbatical leave entitlement. On request of the employee, the college will provide a planned assignment at least one quarter in advance of the assignment.

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

Article 29 Workload

29.1 Duration and Composition

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

29.2 Work Assignments

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

29.3 On-Campus Requirement

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

29.4 Contact Hours

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

Method of Instruction	Contact Hours per Week			
A. General lecture.....	15			
B. Lecture/Lab.....	20			
C. Shop (assumes at least one (1) lecture hour per day.....)	30			
D. Special Programs (e.g., when faculty status is granted but the person does not have a full-time teaching load; counselors librarians.....)	35			
E. Nursing Faculty*	Combo	Simulation	Level Leads	
1. Direct Teaching	148 hrs	180	60	
Theory	28	28	28	
Practicum	120	152	32	
2. Indirect Teaching	112 hrs	80	180	
Theory	32	32	104	
Practicum	80	48	76	
*Workload is defined per quarter, annualized over the academic year. Overloads to be paid Spring Quarter.				
F. Non-Instructional (Definition: Non-teaching responsibilities. Ex. Program Improvement, Equipment Maintenance, Summer Screening Committee, Adjunct Office Hours).....	n/a			

**Co-requisite courses are currently being developed as part of the College's Guided Pathways work. The impact of these courses on faculty workload will be evaluated and may be discussed at LMCC meetings.

- 29.5. An employee in two or more methods of instruction will have workload calculated on percent of load for each mode of instruction.
- 29.6. Loads shall be compiled on an annual basis. No quarterly assignment shall exceed the established normal weekly contact hours by more than five (5) weekly contact hours without agreement of the employee. The annual load shall be three (3) times the weekly contact hours.
- 29.7. Full-day instructional assignments in excess of the annual contract shall be compensated at the daily rate; overload, and part-time teaching will be compensated in accordance with Article 40.4.
- 29.8. Office hours shall be recognized as part of the faculty workload. Full-time faculty shall post and maintain at leave five (5) office hours per week. Office hours are not required for Corrections Education faculty.
- 29.9. Assignments may be distributed between day and evening classes if a full load cannot

be arranged during the day or if the employee prefers an evening assignment. In any event, a split assignment involving morning, afternoon and evening classes will be avoided without the consent of the employee.

29.10 Each Quarterly Student FTE (QFTE) generated in Cooperative Education will be equivalent to one credit hour of instruction. Cooperative Education credit for individual students can be accrued throughout the year and credited to the academic employees annual teaching load calculation or paid as an overload if the academic employee has met the annual teaching load requirement.

29.11 Work Schedule

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

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

29.12 Syllabi Requirements

Each instructor shall upload their syllabi at the beginning of each quarter to Canvas. The syllabus should match WWCC Syllabus template (Appendix I) and provide the required information as outlined in the template.

29.13 Off-Campus Assignments

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

29.14 Multiple Sections of Courses

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

Article 30 Integrated Learning (Online Instruction)

30.1 The District and Association recognize that eLearning (online, hybrid, hyflex, etc.) provides new and innovative ways to deliver curriculum and is an evolving method of instruction. The College will provide general professional development training related to online instructional technologies, and eLearning practices to college faculty and will work with the Association to address issues affecting online instruction and faculty workloads. Workload, class caps, and compensation for online, hybrid, and hyflex courses shall be

the same for traditional face-to-face courses.

- 30.2 Before agreeing to, or assigned, any eLearning course that required multiple modalities in the same course presentation, faculty are entitled to:
- A. Specific training regarding best practices pedagogy.
 - B. Specific training regarding the technologies required to deliver the course.
 - C. If teaching a (hyflex) course the college will provide an instructional assistant to help the faculty during each class session.
- 30.3 eLearning courses taught as part of a full-time instructor's regular workload will be considered in the faculty members annual load calculation in the same manner as traditional courses. A course load composed entirely of online courses is subject to mutual agreement and shall not exceed three consecutive quarters.
- 30.4 Regarding intellectual property rights related to eLearning courses, see Article 14.

Article 31 Tenure

31.1 Eligibility

A. Statutory Requirements.

A system of tenure shall be maintained in accordance with the following statutory requirements as they now exist or hereinafter may be modified: [RCW 28B.50.850](#); [28B.50.851](#); [28B.50.852](#); [28B.50.855](#); [28B.50.856](#); [28B.50.857](#); [28B.50.859](#); [28B.50.860](#); [28B.50.861](#); [28B.50.862](#); [28B.50.863](#); [28B.50.864](#); [28B.50.867](#); [28B.50.868](#); [28B.50.869](#); [28B.50.870](#); [28B.50.872](#); [28B.50.873](#) and any other tenure statutes enacted by the legislature in the course of this contract.

B. Special Faculty Appointment

It is recognized by the Employer and Association that provision is made for the granting of Special faculty appointments to individuals employed on the basis of federal or other special funds in accordance with [WAC 131-16-400](#). Such employees are ineligible for tenure. Special faculty shall be employed for the period specified in their contract. There shall be no presumption of continued employment beyond the contract term.

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

- C. Temporary faculty are ineligible for tenure and promotion. Time spent on a temporary appointment will not be counted toward tenure or promotion.

31.2 Authority

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

31.3 Composition of Tenure Review Committee

- A. One (1) review committee shall be established and shall include both the transfer division and workforce education division. At least two (2) committee members shall be chosen from the transfer division and at least two (2) committee members from the workforce education division. Vice President of Instruction's administrative assistant will serve as an ex officio member to maintain committee notes and records.
- B. The review committee shall be composed of seven (7) persons, four (4) of whom shall consist of tenured faculty appointees, chosen by the faculty, acting in a body, prior to October 15 of each regular college year; and additionally the review committee shall consist of one (1) student selected by the Executive Committee of the Associated Student Body prior to October 15 of each regular college year; and two (2) administrative appointees chosen by the President prior to October 15 of each regular college year. The review committee shall choose its own committee chair and such review committee shall meet at the call of the chair when the need for such a meeting arises.
- C. The duration of each faculty appointment and each administrative appointment to the review committee shall be for a period of three (3) calendar years beginning on the 15th day of October of the year of appointment; the student appointment shall be for a period of one (1) calendar year, beginning on the 15th day of October of the year of appointment. If a vacancy exists upon any review committee prior to the expiration of any such appointment, an administrative, faculty or student member as appropriate shall be appointed pursuant to Article 31.3 (B) to fill the unexpired term of the absent member of such review committee.

31.4 Duties of Tenure Review Committee

- A. The Vice President of Instruction's office shall by the 1st day of September of each regular college year, or by the 15th of the month following a full-time tenure track appointment, refer each full-time probationary faculty appointee to the review committee for the committee's evaluation and required recommendations. Upon referral by the Vice President of Instruction, the Chair of the Tenure Review Committee shall conduct a tenure process orientation for all participants: probationary faculty, peer evaluators, chair, and deans.
- B. The review committee shall consider the following standards in determining whether the probationary appointee demonstrates the necessary professional behavior and professional competence to be granted tenure:
 - 1. The probationer's knowledge of the subject matter they are charged with teaching.

2. The probationer's instructional abilities.
 3. The probationer's relationship with students.
 4. The probationer's relationship with the other employees.
 5. The probationer's relationship with the administration.
 6. The probationer's professional development activities.
 7. Any other relevant information received by the committee or which the probationary employee deems appropriate may be presented.
- C. The Tenure Review Committee will base its recommendations on the above criteria presented by the appropriate unit administrator's classroom and professional observations, peer evaluations, student evaluations, and self-evaluation. At the probationer's request, a probationer will be provided with the opportunity to appear before the review committee and report on their progress toward being granted tenure. The Chair of the Tenure Review Committee and the Vice President of Instruction (or designee) will communicate to develop a timeline for the review process no later than October 31 of each year.
- D. The Tenure Review Committee will be responsible for coordinating the creation of necessary documents, including but not limited to forms relating to tenure evaluation, as well as making provisions for orientation/training for probationary faculty, peer evaluators, unit administrators, and/or other mentors/participants in the tenure review process who need training or support.

31.5 Required Tenure Review Committee Action

- A. The Tenure Review Committee shall be required to conduct an evaluation of each full-time probationary faculty appointee referred to the committee by the Vice President of Instruction and render the following reports to the President, the probationary faculty appointee, and through the President to the appointing authority at the following times during the regular college year or during a full-time probationary faculty appointee's first nine consecutive quarters of employment. The regular college year shall be deemed to begin with the first Fall Quarter. However, the probationary period of a full-time probationary faculty appointment will begin with the first quarter of employment and shall not exceed nine consecutive quarters (excluding summers and approved leaves of absence) except as provided in Article 31.6.
1. During each quarter of tenure review, a written evaluation of each probationer's performance will be sent to the probationer and the President by December 20 or by the 20th of the month which falls at the end of the first quarter of employment and again at least one week prior to the regularly scheduled March meeting of the College's Board of Trustees, or at least one week prior to the scheduled meeting of the College's Board of Trustees that falls at the end of the probationer's second and fifth consecutive quarters of employment (excluding summer quarters and approved leaves of absence) that said probationer is not a tenured faculty appointee. The probationer will be notified and provide written acknowledgment of receipt of the written performance evaluation each time such an evaluation is generated or submitted.
 2. A written recommendation concerning the employment or non-employment for each full-time probationary faculty appointee for the ensuing regular

college year or the ensuing three consecutive quarters directed to the appointing authority through the President at least one week prior to the regularly scheduled March meeting of the College's Board of Trustees, or at least one week prior to the scheduled meeting of the College's Board of Trustees that falls at the end of the probationer's second and fifth consecutive quarters of employment (excluding summer quarters and approved leaves of absence). In the event the review committee anticipates a recommendation of non-employment, the committee shall give written notification to the probationer that it has information that could adversely affect their tenure recommendation. Upon receiving written notification from the tenure review committee, the probationer shall have five working days in which to request, in writing, a meeting with the tenure review committee in order to present additional information.

3. A written recommendation directed through the President to the appointing authority recommending the appointing authority award or not award tenure, such written recommendations to be submitted at times deemed appropriate by the review committee; provided, that during such full-time probationary faculty appointee's last three consecutive college quarters of employment (excluding summer quarters and approved leaves of absence), the review committee shall, at least one week prior to the regularly scheduled March meeting of the College's Board of Trustees of such regular college year, or at least one week prior to the College's Board of Trustees meeting that falls during the probationer's eighth consecutive quarter of employment (excluding summer quarters and approved leaves of absence), make such a recommendation as to the award or non-award of tenure for each full-time probationary faculty appointee who is then serving their eighth consecutive quarter of full-time appointment.
 4. Upon the Board approval of tenure, faculty will receive the promotion of one step on the salary schedule effective the following academic year.
- B. The appointing authority shall only be required to give reasonable consideration to an award of tenure recommendation of the review committee but shall not be bound by such recommendation provided reasonable consideration to such recommendation resulting from Article 31.5 (A) (2) has been given.

31.6 Extension of Probation Period

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

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

authority based upon satisfactory completion of the professional development plan.

31.7 Tenure Purchase Agreement

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

Article 32 Evaluation

32.1 This article explains the purpose of evaluation and describes the evaluation process. Faculty Responsibilities, which serve as the basis of the evaluation process, are delineated in Article 12. The District and the Association recognize the value of open classrooms. Nothing in this Article precludes the Dean and/or Director or other instructional administrators from visiting any faculty member's classroom. This process is for probationary, tenured, and special-funded faculty.

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

32.3 Purpose

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

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

32.4 General Evaluation Process

A. Selection of Peer Evaluators

1. For probationary faculty, two peer evaluators will be selected by mutual agreement of AHE and Vice President of Instruction. One evaluator shall be the chair; if there is no chair, a tenured, full-time faculty member of the instructional area may be assigned. The second evaluator shall be an instructor from any other area of the college.
2. If tenured or annual special funding faculty, two peer evaluators will be recommended by AHE and the Vice President of Instruction, and then mutually agreed to by the instructor. One evaluator shall be a full-time faculty member qualified to evaluate the discipline-related course content, and the second evaluator shall be a full-time instructor from any other area of the college.

B. Responsibility of Dean

1. Initial Meeting- Within the first week of the evaluation quarter, the appropriate Dean will schedule a meeting with the faculty member. At this meeting, the faculty member and administrator will:

Review the components of the evaluation to include:

- a. Self-Evaluation
 - b. Peer evaluation report(s)
 - c. Administrative Evaluation
 - d. Professional Portfolio
2. After the initial meeting, the Dean will perform the following responsibilities:
 - a. The Dean will contact the peer evaluators and communication to them the date when their peer evaluation reports are due.
 - i. The peer evaluators will conduct an instructional observation.
 - ii. Both peer evaluators for tenured and full-time non-tenured faculty members will submit a written summary of observations to the evaluation.
 - b. The peer evaluators for probationary (tenure-track) faculty will submit peer evaluation each quarter of the review process (i.e., normally fall and winter of the first, second, and third years of tenure probations).
 3. The Vice President of Instruction Office will ask the Center of Integrated Learning Director to launch the electronic student evaluations during the assigned evaluation cycle.
 - a. The Dean will schedule a date for the meeting of the evaluation team during the eighth week of the quarter, the purpose of which is to review the entire evaluation.
 - b. The Dean will submit a completed faculty evaluation to the Vice President of Instruction Office by the ninth week of the quarter.
 - c. The Vice President of Instruction will complete a review and proceed with filing the evaluation with Human Resources for their personnel file and return a signed copy to the faculty member.

C. Counselors and Librarians

1. Counselors and librarians holding faculty status abide by the same evaluation process as the rest of the faculty, depending on whether they are probationary, tenured, or full-time non-tenured.
 - a. Librarian and counselor evaluation forms are specific to them.
2. The supervisor of the Student Success Center will evaluate the faculty counselors.

D. Evaluation Timelines

1. The timelines for evaluation for probationary, tenured, special funding annual, special funding quarterly, and part-time faculty are given in subsequent sections of Article 32.5 to 32.8.
2. Instructional complaints, concerns and student grievances may require the administration to evaluate a faculty member before the next scheduled evaluation.
 - a. In this case, the Dean will consult with the Vice President of Instruction, and then inform the faculty member, the Association President, and the chair, as appropriate.

32.5 Evaluation Timelines & Process for Probationary (Tenure-Track) Faculty

- A. Probationary faculty will be evaluated during the first and second quarters of their first, second, and third years on the tenure-track at WWCC. Each member of the tenure evaluation team is expected to conduct observations of instruction by the probationary faculty member once during each quarter of review.
 1. By the end of the second week of the first quarter of the probationary faculty member's first year, the Dean will meet with the probationer to discuss the tenure process, including the timeline and process for evaluation.
 - a. During the first quarter of the probationary faculty member's first year, orientation and training will be provided led by the chair or other member(s) of the Tenure Review Committee. Orientation and training will also be provided to peer members of Tenure Review Committee, and to the Dean who chairs the tenure evaluation team.
- B. The Tenure Review Process for Probationary faculty is further outlined in Article 31.4 and 31.5
 1. Each quarter of evaluation, the probationary faculty member will discuss with the tenure evaluation team the instructional competencies in Article 32.3.A on which to focus. The self-evaluation must contain evidence of improvement in a particular competency as agreed upon by the tenure evaluation team.

32.6 Evaluation Timeline & Process for Tenured Faculty

- A. Tenured faculty will be formally evaluated by the Dean at least once every five years post-tenure.
- B. Tenured faculty will have student evaluations completed for their classes during one

quarter (in consultation with their Dean/Director) per academic year.

- C. Tenured faculty will have a peer evaluation completed on one course during one quarter (in consultation with their Dean/Director) in year 3 of their 5-year evaluation cycle.
- D. During the spring quarter prior to their formal evaluation year and before spring finals occur, the Vice President of Instruction will notify the tenured faculty that they are to be formally evaluated. The Dean will work with the faculty member and a peer evaluator to determine during which quarter (fall, winter, spring) the evaluation will occur during the subsequent year. The Dean will notify the Office of the Vice President of Instruction of the timeline.
- E. Evaluation will occur according to Article 32.4.
- F. Faculty will house their evaluation materials in a standard evaluation Canvas shell created by the Center for Integrated Learning.

32.7 Evaluation Timelines & Process for Special Funded Annual Faculty

- A. Special funded annual faculty are full-time instructors whose salaries are paid through grants and contracts. They are given annual contracts, and their salaries are calculated according to the full-time salary schedule in Appendix C.
- B. Special funded annual faculty will be evaluated each quarter during the first year of teaching, and then follow the same process as outlined in Article 32.6.
- C. During the first quarter of the first year of teaching, the Dean will notify a special funded annual faculty member that evaluations will occur each quarter of the first year following this pattern:
 - 1. First quarter of first year – student evaluations will be given in each class that is taught.
 - 2. Second quarter of first year – student evaluations will be given in each class that is taught and a peer evaluation will be given. The peer evaluator will be a full-time faculty member mutually agreed upon with the Dean.
 - 3. Third quarter of first year – student evaluations will be given in each class that is taught, complete a self-evaluation and an observation and evaluation by The Dean.

32.8 Process for Evaluating Part-Time Faculty

- A. Part-time faculty (hourly or adjunct faculty) are instructors whose salaries are paid on the basis of student contact hours, according to the schedule of modes in Appendix D.
- B. Part-time faculty are important contributors to the educational mission of WWCC. Evaluation provides useful information to the part-time faculty as a means to encourage continuous improvement.
- C. During the first quarter of teaching, the Dean and/or Director will notify a part-time

faculty member that evaluations will occur each quarter of the first year of teaching following this pattern:

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

Article 33 Professional Development Program

33.1 Purpose

Professional Development Program represents a joint commitment by the District and the Association to establish and maintain a program for the mutual benefit of employees' professional growth and the vision and values of WWCC. It is generally agreed that every WWCC faculty member's responsibility, along with the College, is to provide quality educational programs. The parties have a mutual interest in faculty professional development, and WWCC agrees to promote and support this central responsibility through providing professional development opportunities and funding a professional development program.

33.2 Faculty Professional Development Program

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

- A. **Required Trainings and Professional Development Activities:** Required trainings shall be provided at no cost to the faculty. Such training shall not be required on holidays, weekends, or starting before 7:30 a.m. or after 4:40 p.m.
- B. Faculty are expected to engage in the equivalent of 20 hours of professional development (required and/or other activities) annually.
- C. **Self- Selected Professional Development Activities**

Funding:

1. The College will budget funds every academic year to provide each FT faculty member the equivalent of \$1,200 for professional development activities. Access to these funds does not require prior approval.
 2. Faculty will advise their supervisor by the end of fall quarter of their intent to use or hold their allocation for each academic year.
 3. Faculty will utilize their division support staff to facilitate the use of their allocation.
 4. Faculty will keep record of all activities and include them in their Professional Portfolios.
 5. Faculty (singular or as a group) may request funds (to facilitate larger activities) beyond their individual allocation from their division/department pool.
 6. For pooled requests, faculty may grant permission for their individual allocations to be used by other full-time faculty, in their division/department. Requests for division/department pooled allocations must be requested and allocated by the end of Winter Quarter.
 7. College-wide (pooled) funding requests must be submitted to the Office of the Vice President in Spring Quarter for VPI consideration. The requests will either be approved, or the faculty requesting funding will be provided reasons for the denial.
 8. Requests for additional funds from the college-wide funding pool shall be submitted using an application form (Appendix H). Changes to any existing forms or submission processes shall also be made collaboratively with faculty input.
 9. Information regarding funding levels and an accounting of the previous year's awarded allocations will be available upon request from the Vice President of Instruction's Office.
 10. Funds can be used for professional development activities, professional memberships, professional publications, and professional travel related expenses. This money cannot be used for technology or equipment purchases. Purchases must be in accordance with the College's policies.
- D. In addition to the funding provided to FT faculty, there will be a separate fund of at least \$20,000 set aside each year to fund professional development activities or projects by adjunct faculty. These requests (copied to the appropriate Division Chairs/Leads) must be approved by the appropriate Dean. Groups of part-time faculty may apply together. On or after March 1st of each academic year, the Division Chairs/Leads and Deans will meet to discuss the distribution of the unused professional development funds. Requests for more than \$1200 must be approved by the VPI before disbursement/allocation.
- E. Division or departmental funding: Certain programs, departments, or divisions may have access to additional funding. When this is the case, the Deans/Directors will seek input from faculty in that program, department, or division to develop a collaborative or division to develop and equitable distribution of funds.

33.3 Professional Portfolio

Activities submitted must relate to the faculty member's professional growth and continuous learning. Documentation of professional development activities for the current compliance period is the responsibility of the employee and will be documented in their Professional Portfolio.

Article 34 Professional Development Committee

34.1 Purpose

The function of the Professional Development Committee is to provide a joint faculty-administration organization for college-sponsored professional development and implementation of faculty sabbaticals.

34.2 Duties

The duties of the Professional Development Committee include the following:

- A. Recommend policies and procedures for the Professional Development to the President, whenever the committee deems it to be appropriate, and subject to the approval of the Association for Higher Education.
- B. Evaluate and make final recommendations for college-sponsored professional development activities to the Vice President of Instruction and Human Resources.
- C. Assist in administration of the Faculty Sabbatical Leave Program, making leave recommendations to the President of the College pursuant to [RCW 28B.10.650](#).

34.3 Composition

The committee is composed of four (4) faculty members (selected by the Association for Higher Education), Vice President of Instruction or designee, a Human Resources representative, and two additional administrators appointed by the President of the College. The administrative assistant to the Vice President of Instruction will serve as the recorder.

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

Article 35 Promotion

35.1

A faculty member may choose to opt-out of the promotion process but will not be eligible for promotion for another three years. Promotion to each step on the faculty salary schedule occurs if approved by the Promotion Review Committee and the Vice President of Instruction. Faculty will be notified by the Office of the Vice President of Instruction the spring quarter prior to the year that they will be eligible for promotion and

may work with the VPI to request adjustment to their assigned quarter.

- A. Faculty members will upload the following promotional documents to the WWCC Faculty Promotion Canvas shell on or before the 10th day of the quarter to which they were assigned. Expected evidence should include, but is not limited to:
 - 1. Most Recent Faculty Evaluation
 - 2. Professional Portfolio (Appendix G)
 - 3. Points Summary of Activities in Professional Portfolio (Appendix G)
- B. A list of professional activities and assigned points can be found in Appendix G. A minimum of fifteen (15) points must be documented to be considered for promotion. In addition to the points, the Promotion Committee will consider the depth, breadth and diversity of the activities presented in the professional portfolio.
- C. The points system is subject to review. The Promotion Committee may recommend changes to the points system and bring recommendations forward to the Labor-Management Communication Committee.

35.2 Promotion Committee

The purpose of the Promotion Committee is to evaluate promotion materials submitted by faculty in pursuit of a step advancement on the salary schedule.

35.3 Promotion Authority

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

35.4 Composition of Promotion Committee

- A. One (1) Promotion Committee shall be established by Faculty Senate and shall include the Arts & Science Division, the Workforce Division, and the Access & Opportunity Division. At least two (2) committee members shall be faculty from the Arts & Science Division; at least two (2) committee members shall be faculty from the Workforce Division; and, at least one (1) committee member shall be faculty from the Access & Opportunity Division. Members of the committee will be tenured, or full-time (non-probationary) at the discretion of the Faculty Senate.
- B. The Promotion Committee shall be chosen by the Faculty Senate., prior to October 15 of each regular college year. The Promotion Review Committee shall choose its own committee chair and such committee shall meet at the call of the chair.
- C. The duration of each faculty appointment to the Promotion Committee shall be for a period of three (3) calendar years beginning on October 15 of the year of appointment, with the option to serve additional terms. After the initial three-year cycle of promotion, the committee will maintain a majority of members and begin staggering new appointees. f a vacancy exists prior to the expiration of such an appointment, a replacement member of the relevant category shall be appointed pursuant to article 31.3 (A) to fill the unexpired term of the absent member of the

Committee. In case a sitting member of the committee has a portfolio under review by the committee during that member's appointment to the committee, said member will recuse themselves from the vote and exit the room during deliberations on that particular application. No replacement for the recused member will be empaneled. If the Review Committee cannot reach consensus, the final decision shall be made by the VPI.

35.5 Duties of Promotion Committee

- A. The chair will be responsible for,
 - 1. Maintaining the content and updating the Promotion Committee membership within the WWCC Faculty Promotion Canvas shell.
 - 2. Scheduling meetings during the appropriate quarters.
 - 3. Provide a written summary of each recommendation to the Vice President of Instruction.
 - 4. Provide appropriate training and mentoring to new committee members.
- B. The Promotion Committee shall consider the following standards in determining whether the applicant for promotion has provided sufficient evidence, according to the collective judgment of the committee members, to support promotion. Expected evidence includes but is not limited to the following:
 - 1. Most Recent Faculty Evaluation
 - 2. Professional Portfolio (Appendix G)
 - 3. Points Summary of Activities in Professional Portfolio (Appendix G)

35.6 Required Promotion Committee Action

- A. In formulating a recommendation to the Vice President of Instruction, with whom final decision-making authority rests, the committee may seek to determine and differentiate between (a) inadequate/insufficient performance, and/or (b) inadequate/insufficient evidence or documentation of work performed. Inadequacy in either respect should be deemed sufficient cause to recommend withholding promotion.
- B. The chair of the Promotion Committee shall convey its recommendations to the Vice President of Instruction, along with a brief summary of the points deemed most relevant in determining that recommendation.
- C. The Vice President of Instruction may, at their discretion, review the submitted portfolios and/or invite an applicant for promotion to discuss any remaining questions. Alternately, the Vice President of Instruction may base the final promotion decision entirely upon the recommendation memo from the Promotion Committee. The Vice President of Instruction's final promotion decision will be made, communicated in writing to the chair of the Promotion Committee, as well as to the applicant for promotion, following receipt of the recommendation memo from the Promotion Committee chair.

- D. In cases where promotion is granted, the step increase will take effect at the beginning of the next academic year. In cases where promotion is denied, the faculty member may be granted the opportunity to resubmit the next academic year at the discretion of the VPI and the Promotion Committee Chair.

Article 36 Dismissal

36.1 Sufficient Cause

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

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

36.2 Dismissal Review Committee

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

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

36.3 Charges

- A. If the president deems there may be sufficient cause for dismissal, a pre-separation meeting will be held. Faculty may bring representation of their choice.
- B. If the President deems sufficient cause exists, a formal charge may be brought

against the employee. The written notice shall include:

1. A statement of the charges and allegations.
2. A reference to the particular rules of the District involved.

Copies of such notice will go to the Vice President of Instruction, and the President of the Association.

36.4 Hearing Procedure for Dismissal

- A. The affected employee shall have ten (10) calendar days from the date of receipt of notice (personal service or certified mail receipt) of dismissal to make a written request for a hearing. If the employee fails to respond within the ten (10) calendar days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. Furthermore, a timely written request for a hearing within the above ten-calendar-day (10) period is deemed jurisdictional.
- B. Such formal hearing shall be held in accordance with, and in full compliance with, [RCW 34.05.449](#). Provided, however, implementation shall always involve a hearing officer appointed by the District.
- C. Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Dismissal Review Committee and Board of Trustees and request that the Board appoint an impartial hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington Attorney General's Office or an employee or Board of Trustees member of any Washington community college. The Association shall be consulted prior to the appointment of the hearing officer but final selection shall rest with the Board.
- D. Consideration by the Dismissal Review Committee:
 1. The designated hearing officer shall conduct a formal hearing pursuant to [RCW 34.05.449](#) as now or hereafter amended. The Dismissal Review Committee shall attend all evidentiary hearings and at the discretion of the hearing officer shall examine any witness called.
 2. The hearing officer shall make proposed findings of fact. The hearing officer shall transmit the record, including the proposed findings of fact, to the Board of Trustees within thirty (30) days of the conclusion of the hearing.
 3. The Dismissal Review Committee, based upon evidence presented at the hearing, shall simultaneously, within the same (30 days), transmit a written majority recommendation including any minority opinions through the President's Office to the Board of Trustees.
 4. The Board of Trustees shall adopt findings of fact and shall render a decision based upon the record. In rendering such decision, the Board shall give careful consideration to the recommendations of the Dismissal Review Committee.
- E. Consistent with [RCW 28B.50.864](#), appeals from the final decision of the Board of Trustees shall be in accordance and full compliance with [RCW 34.05.510-.598](#) and shall not be grievable under the terms of this Contract. Provided, however, upon written mutual agreement of the employee and the District (which includes a waiver either may have to statutory rights), binding arbitration may be utilized in lieu of the

procedure outlined in B, C, and D herein. Such agreement must be reached prior to the implementation of D (1) above.

Article 37 Reduction-in-Force

37.1 Termination of Faculty Appointments

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

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

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

37.3 Lay-Off Units

- A. The District Lay-Off Units, each of which may consist of one (1) or more programs, for the purpose of Reduction-in-Force, will be identified in Appendix B. The District reserves the right to add or drop layoff units in accordance with programs being added and eliminated with the mutual agreement of the Association.
- B. Full-time employees shall be assigned to one (1) lay-off unit. Assignments to lay-off units shall be published by November 1 of each year. Disputes regarding such lay-off assignments shall be resolved through initiation of a grievance at Step Two and expedited arbitration if required. Employees previously assigned to a second lay-off unit prior to June 1987 shall retain their assignment to such unit.

37.4 Seniority

A. Definition

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

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

2. First date of application for employment.

B. Faculty/Administrative Appointment

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

37.5 Order of Reduction

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

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

37.6 Notification of Lay-Off

When the President determines that a Reduction-in-Force is necessary and has selected the affected employees to be reduced, the initial step shall be for the President to meet with the employee and discuss the proposed termination/dismissal with the individual employee in personal conference which shall be an informal proceeding for purposes of Chapter 34.05 RCW. The matter may be resolved at this step by the use of alternatives such as reassignment, leave of absence, retirement, resignation, etc. Subsequent steps in the procedure for Reduction-in-Force are specified in Article 36.4, Hearing Procedure for Dismissal.

37.7 Financial Emergency

In the event that the Reduction-in-Force is because of financial emergency pursuant to Article 37.1 (B) above, the following conditions shall apply:

- A. In the case of a reduction-in-force for reasons set forth in Article 37.1 (B) above, the notice shall clearly indicate the separation is not due to the job performance of the employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in Article 37.1 (B) above. The notice must also indicate the effective date of separation from service.

- B. In the case of a reduction-in-force for reasons set forth in Article 37.1 (B) above, at the time of a faculty member's or members' request for formal hearing, said faculty member's or members' may ask for participation in the choosing of the hearing officer in the manner provided in [RCW 28A.58.455\(4\)](#), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof: PROVIDED, That where there is more than one (1) faculty member affected by the Board of Trustees' reduction-in-force, such faculty members requesting hearing must act collectively in making such request: PROVIDED FURTHER, That costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the faculty member or faculty members requesting hearing.
- C. In the case of reduction-in-force for reasons set forth in Article 37.1 (B), the hearing shall be consolidated; only one (1) such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.
- D. In the case of a reduction-in-force for reasons set forth in Article 37.1 (B) above, the formal hearing (pursuant to [RCW 34.05.413-476](#) and conducted by the hearing officer appointed by the Board of Trustees): (a) shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued; (b) the only issue to be determined shall be whether under the applicable policies, rules or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated; (c) any findings, conclusions of law and recommended decision shall not be subject to further tenure review committee action.
- E. In the case of a reduction-in-force for reasons set forth in Article 37.1 (B) above, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Article 37.1 (B) above, separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

37.8 Appeal Rights

- A. An employee, upon receipt of the President's letter of intent to recommend lay-off, shall be afforded appeal rights defined in Article 36.4; provided, however, that if any member of the Dismissal Review Committee is potentially affected by the recommendation to be submitted, an alternate member shall be immediately elected and provided further that arguments in the formal hearing process shall be limited to data and reasons for the selection of the individual selected for lay-off.
- B. All matters regarding Reduction-in-Force shall be consolidated into a single Dismissal Review Committee hearing.
- C. Except in extraordinary circumstances, the effective date of the Reduction-in-Force shall be the end of the academic quarter in which the Board of Trustees makes the final determination.

37.9 Recall Rights

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

37.10 Special Provisions

- A. Upon the request of a faculty member laid off for reasons of this Article the College President shall write a letter to other institutions of the Northwest stating: (1) the reason of said lay-off; (2) the qualifications of the affected faculty member; and (3) any other pertinent information which may be of assistance in securing another employment position.
- B. Upon mutual agreement between the faculty member and the District, appeal rights outlined in this Agreement may be waived in favor of final and binding arbitration, pursuant to Article 36.4 (E).
- C. Except as specifically stated herein, the grievance procedure of this Contract shall not be applicable to this Article.
- D. In the event an employee hired prior to July 1, 2003 does not exercise appeal rights in Article 36.4, such employee shall be guaranteed a cash out payment equivalent to fifty (50) contract days of pay. In the event an employee hired on or after July 1, 2003 does not exercise appeal rights in Article 36.4, such employee shall be guaranteed a cash out payment equivalent to twenty-five (25) contract days of pay. If a faculty member is recalled for the subsequent quarter, this guaranteed cash out payment will be forfeited. This section does not apply to employees hired at WSP after January 15, 1999.
- E. This section applies only to WSP employees hired prior to January 15, 1999. In the event the contract between the Department of Corrections and Walla Walla Community College is not renewed and an employee does not exercise appeal rights in Article 36.4, such employee shall be guaranteed a cash-out payment equivalent to fifty (50) contract days of pay. However, if such faculty declines a subsequent offer of a full-time teaching position at WSP within 65 days of the last date of employment by the college, the cash-out payment will be repaid to the college.
- F. Annually contracted employees upon recall shall retain all previously accrued benefits such as sick leave. No District benefits shall accrue or be granted to an individual while on lay-off status. Benefits may be transferred and/or self-paid to the extent permitted by law.

Article 38 Part-Time Faculty

38.1 Fringe Benefits

Part-time employees shall receive health insurance benefits in accordance with Public Employee Benefits Board (PEBB) rules and regulations. For purposes of determining

eligibility, percent of time shall mean a percent of the contract hours required by a full-time employee in the appropriate mode of instruction.

38.2 Personnel Files

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

38.3 Appointment Notices

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

38.4 Salary Payment

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

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

38.5 Office Hours

As a part of faculty workload, adjunct faculty are expected to post and maintain one (1) office hour per week, per course. Corrections Education adjunct faculty are exempted from this requirement.

38.6 Sick Leave

A. Accrual

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

B. Use

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

C. Transfer

Part-time faculty may transfer accrued leave to or from any state agency, any educational service district, any school district, or any other institution of higher education as provided in [RCW 28B.50.551\(5\)](#).

- D. A break in service of less than five (5) years shall not result in the loss of accumulated sick leave.

38.7 Shared Leave

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

38.8 Sick Leave Cash-Out

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

38.9 Rate of Leave Earned

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

38.10 Professional Development Fund

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

38.11 Attendance at Professional Development Activities and Meetings

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

38.12 Process for Evaluating Part-Time Faculty

- A. Part-time instructors are important contributors to the educational mission of WWCC. Evaluation is an important strategy ensuring quality instruction. Evaluation provides useful information to the part-time instructors as a means to encourage continuous improvement. Therefore, evaluation of part-time instructors is an integral component of a comprehensive faculty evaluation system. (See Article 32)

Article 39 Grievance Procedure

39.1 Definition and Procedure

A grievance is hereby defined as a complaint by the Association regarding the interpretation or application of the terms of this Agreement by the Employer. Such grievances shall be handled in the following manner:

- A. **Step One**
The grievant(s) and the Association representatives must present in writing the alleged grievance to the Vice President of Instruction. The Vice President of Instruction shall answer the grievance in writing within ten (10) working days thereafter and shall concurrently send a copy of the grievance and the answer to the Association.

- B. Step Two
If no resolution is reached at Step One, the written grievance must be submitted to the District President; provided it is filed with the District President or designated representative not more than ten (10) working days after it is answered in Step One. Representative(s) of the Association shall be present at any meeting called to consider the grievance at this step. The District President or designated representative shall send a written answer to the Association within ten (10) working days. Such answer shall be deemed to be the position of the Employer.
- C. Step Three
If no resolution is reached at Step Two, the Association may at its sole discretion within ten (10) working days after the date of the Step Two answer, request by written notice to the District President that the grievance be arbitrated, provided that the grievance presents a matter that is subject to arbitration as herein defined.

39.2 Time Limits

With respect to Article 39.1, the following time limits are established. Any grievance not presented in writing as provided in Step One of Article 39.1 above within thirty (30) working days after the grievant becomes aware of the facts on which the grievance is based, shall be waived for all purposes. Other time limits may be extended by written mutual agreement of the parties. Working day, as used in this article, shall mean any day the College is open to the public but shall exclude Saturdays, Sundays, and official holidays.

39.3 Arbitration

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

39.4 Jurisdiction of the Arbitrator

Jurisdiction of the arbitrator is limited to:

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

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

39.5 Fees and Expenses, Decision of Arbitrator

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

39.6 Records

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Requests by the Association for information needed for processing of any grievance shall not be unreasonably denied. Grievance hearings shall be conducted during normal working hours consistent with minimal interference with instructional duties. Employees directly participating in such hearings shall suffer no loss of pay.

Article 40 Salary Schedule

40.1 Legislative Authorization

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

40.2 Placement of New Academic Full Time Employees

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

Years of relevant teaching and/or work experience	Journeyman Status, Five-Year Vocational Certificate, AA, AAAS, Bachelor's or Master's degree	Nursing Faculty	Doctorate Degree
0 – 4.99 years	Step 1	Step 3	Step 3
5 – 9.99 years	Step 1	Step 3	Step 3
10 – 14.99 years	Step 2	Step 3	Step 4
15 – 19.99 years	Step 2	Step 4	Step 4
20+ years	Step 3	Step 4	Step 5

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

be consulted before a final placement decision is made.

40.3 Advancement on the Full Time Salary Schedule

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

Failure to satisfy the faculty responsibilities outlined in Article 12 may result in a withholding of salary advancement, or in termination of the employee's contract.

40.4 Part-Time, Overload Faculty Salary Schedule

Part-time faculty schedule is attached as Appendix D.

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

40.5 Salary Increase Provisions

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

Article 41 Individual Contracts

- 41.1 The Employer shall provide notification of continued employment to each full-time employee prior to the end of Spring Quarter of the preceding academic year. Personnel employed in programs contingent upon contracted funds shall be given a letter of intent relative to continuation of the program in lieu of notification of employment. In such cases notification must be issued by June 30. Certified mail shall be used in instances where an employee is on leave at the time contracts are issued provided the employee has left a forwarding address prior to commencement of leave.

41.2 Each full-time employee who does not intend to return to employment in their respective appointment shall so notify the Employer in writing no later than ten (10) days after notification by the President.

Article 42 Payment

42.1 Salary payment shall occur within the contract year as indicated in 42.1 A, B and C below or as directed by the legislature or Governor.

A. September to June Employment. Prior to June 30th of each year the faculty member will have the option to select one of the following payment options for the upcoming academic year.

1. Contract is divided into nineteen (19) equal amounts and paid 1/19th semi-monthly, September through June.
2. Contract is divided into twenty-four (24) equal amounts and paid 1/24th semi-monthly, September through May and a balloon payment of 6/24th in June.

B. July through June Employment. The Contract is divided into twenty-four (24) equal amounts and paid semi-monthly, July through June.

C. Alternate Employment Schedule. Semi-monthly amounts encompassing August start date will be established between employee and payroll personnel in cooperation with appropriate administrative approval.

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

42.3 Other Deductions

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

Article 43 Uninterrupted Instructional Activities

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

Article 44 Duration

This contract shall remain in full force and effect from July 1, 2022 to and including June 30, 2025. Either party may, upon written notice to the other party, give notice of its intent to negotiate salaries in accordance with Article 40.5, Salary Increase Provisions, during each year of the Contract. Likewise, either party may give notice of its intent to reopen in the event of legislative, contracted, or grant funding reductions. All Articles and Sections of the Contract shall remain in full force and effect until the parties mutually agree to modify said Contract.


Signed June 22, 2022 at Walla Walla, Washington.



For the Association

6/23/22

Date



For the Employer

6/22/22

Date

Appendix A: Administrative and Exempt Positions

ADMINISTRATIVE POSITIONS

Assistant Dean, Arts and Sciences, Criminal Justice, Human & Social Services
Assistant Dean, Education Operations-WSP
Assistant Dean, Nursing Education
Assistant Dean, Student Success
Assistant Dean, Workforce Education and Applied Bachelor Programs
Dean, Access and Opportunity
Dean, Arts and Sciences, Extended Learning, Human & Social Services, & Criminal Justice
Dean, Clarkston Campus
Dean, Corrections Education
Dean, Nursing and Allied Health
Dean, Workforce Education & BAS Programs
Director, Admissions/Registrar
Director, Campus Security and EHS
Director, Center for Integrated Learning
Director, Enology and Viticulture
Director, Equity, Diversity & Inclusion
Director, Library Services
Director, Marketing and Communications
Executive Director, Facility Services and Capital Projects
Executive Director, Technology Services
Executive Director, WWCC Foundation
President
Vice President, Enrollment Services and Institutional Effectiveness
Vice President, Finance and Administrative Services
Vice President, Human Resources
Vice President, Instruction
Vice President, Student Services

EXEMPT POSITIONS

Administrative Assistant to the Vice President of Finance and Administrative Services
Administrative Assistant to the Vice President of Student Services
Administrative Assistant to the Vice President, Instruction
Administrative Assistant to the Vice Presidents, Offices of Human Resources, Enrollment Services/Institutional Effectiveness, Diversity, Equity & Inclusion
Administrator/Instructor, Information Technology-WSP
Advisor, Academic/Head Volleyball Coach
Advisor, TRIO
Advisor, TRIO-Clarkston Campus
Alumni Relations/Annual Giving, Foundation
Assistant Director, Accounting Services
Assistant Director, Advising
Assistant Director, Career Services
Assistant Director, Facility Services

Appendix A cont'd

Assistant Director, Student Activities
Assistant Director, Technology Services
Assistant Director, TRiO, Student Support Services
Athletic Trainer
Business Systems Analyst, Peoplesoft
Catering Chef & Manager
Coordinator, Academic/Student Services-CRCC
Coordinator, Academic/Student Services-WSP
Coordinator, Agriculture & Natural Resource Center of Excellence
Coordinator, Disability Support Services
Coordinator, Enology and Viticulture
Coordinator, Nursing Assistant Program
Coordinator, Opportunity Grant
Coordinator, Outreach
Coordinator, Perkin's Program
Coordinator, Project Funding- Snake River Recovery Board
Coordinator, Running Start
Coordinator, Scholarship
Coordinator, Student Affairs /Retention Specialist-Clarkston Campus
Coordinator, Student Services & Academic- CRCC
Coordinator, Student Services & Academic -WSP
Coordinator, Tutoring & Learning Center
Coordinator, Workforce Community Relations
Coordinator/Advisor, , First Year Experience/Head Womens' Basketball Coach
Corrections Education Navigator- CRCC
Director, Agriculture Center of Excellence
Director, Allied Health
Director, Athletics/Men's Basketball Coach
Director, Culinary Arts Program
Director, Education Operations- CRCC
Director, Finance/Controller
Director, Guided Pathways
Director, Institutional Research & Effectiveness
Director, John Deere and Trades Program
Director, Outreach
Director, Student Financial Support
Director, Student Life
Director, TRIO/Student Support Services
Director, Water and Environmental Center & Workforce Initiatives
Early Childhood Education Lead/Early Achiever Grant Contact
Education & Career Navigator
Education & Career Navigator, BFET
Education & Career Navigator, BFET, Perkins and Health Sciences
Education & Career Navigator, Corrections Ed.-CRCC
Education & Career Navigator, Corrections Ed.-WSP
Education & Career Navigator, Transitional Studies
Education & Career Navigator-BAS Programs

Appendix A cont'd

Education Technologist
eLearning Instructional Designer/LMS Helpdesk
Executive Assistant to the College President
Executive Director, Snake River Salmon Recovery Board
Financial Aid Specialist
Financial Reporting and Budget Accountant
General Accountant
Human Resource Generalist
Information Technology Administrator-WSP
Major Gifts Officer, Foundation
Manager, Bookstore
Manager, Catering and Café
Manager, ctclink Project/Organizational Change
Manager, Environmental Services
Manager, Facilities/SIO / Head Baseball Coach
Manager, Payroll
Manager, Purchasing
Manager, Tasting Room and Wine Marketing
Navigator, Arts & Sciences
Navigator, Educational & Career
Navigator, Human & Social Services
Navigator, Student Success Center- Clarkston Campus
Nursing Education Program Administrator-Clarkston Campus
Project Coordinator, Snake River Salmon Recovery Board
Recruitment & Outreach Specialist-WEC
Research Analyst

Appendix B: Lay-Off Units

Walla Walla Campus

1. Agri-Business
2. Anatomy & Physiology
3. Anthropology & Archaeology
4. Applied Management & Entrepreneurship (BAS)
5. Art
6. Astronomy
7. Auto Body Repair
8. Auto Mechanics
9. Biology
10. Business and Commerce (AAS)
11. Business and Management
12. Carpentry
13. Chemistry
14. Civil Engineering Technology
15. Computer Technology
16. Cosmetology
17. Counseling
18. Criminal Justice
19. Diesel Equipment Mechanics
20. Drama & Speech
21. Economics
22. Enology & Viticulture
23. Family & Consumer Studies
24. Farrier
25. Health & Physical Education
26. History
27. Human Services
28. Humanities (HUM courses)
29. Irrigation Technology
30. John Deere Agricultural Technology
31. Language/Literature
32. Library
33. Math
34. Music
35. Nursing Program
36. Nutrition
37. Philosophy
38. Physics
39. Political Science
40. Precision Machining Technology
41. Production Agriculture
42. Professional Golf Management

43. Psychology
44. Recreation
45. Refrigeration & Air Conditioning Technology
46. Sociology
47. Sustainable Agriculture Systems
48. Transitional Studies
49. Turf Management
50. Welding

Washington State Penitentiary

1. Auto Body Repair Technology
2. Barbering
3. Basic Skills
4. Building Maintenance
5. Business and Commerce
6. Carpentry
7. CNC Machining
8. Diesel Technology
9. Graphic Design
10. Information Technology Certificate Program
11. Refrigeration and Air Conditioning
12. Welding

Clarkston

1. Business & Commerce
2. Carpentry
3. Language/Literature
4. Mathematics
5. Nursing (Health Occupations)
6. Science
7. Sociology
8. Transitional Studies

Appendix C: Full Time Faculty Salary Schedule

Full-time Faculty Salary Schedule
(effective July 1, 2022)

Step 1	59,144
Step 2	63,285
Step 3	67,425
Step 4	71,566
Step 5	75,705
Step 6	79,846
Step 7	83,985
Step 8	88,126

Full-Faculty Salary Schedule
(effective July 1, 2023)

Step 1	64,420
Step 2	68,930
Step 3	73,439
Step 4	77,949
Step 5	82,458
Step 6	86,968
Step 7	91,476
Step 8	95,986

*Legislative approved cola's will be applied to the steps for each year of this contract

Appendix D: Part Time, Overload Faculty Salary Schedule

Part-Time, Overload Faculty Salary Schedule (effective July 1, 2022)

Mode of Instruction	Full enrollment and Overload rate	Benefits eligible for 3 years full enrollment rate *	Low enrollment rate
1 Lecture	\$ 74.32	\$ 78.03	\$ 59.81
2 Lecture/Lab	\$ 64.78	\$ 68.08	\$ 52.32
3 Lab	\$ 56.51	\$ 59.39	\$ 46.72
4 Clinical	\$50.87	\$53.50	\$46.72
5 Other	\$ 31.84	\$ 33.20	

Part-Time, Overload Faculty Salary Schedule (effective July 1, 2023)

Mode of Instruction	Full enrollment and Overload rate	Benefits eligible for 3 years full enrollment rate *	Low enrollment rate
1 Lecture	\$ 80.95	\$ 84.99	\$ 65.15
2 Lecture/Lab	\$ 70.56	\$ 74.15	\$ 56.99
3 Lab	\$ 61.55	\$ 64.69	\$ 50.89
4 Clinical	\$ 55.41	\$ 58.27	\$ 50.89
5 Other	\$ 34.68	\$ 36.16	

*This rate is for adjuncts who have worked at Walla Walla Community College and established benefits eligibility solely through their employment with our College.

**Legislatively approved cola's will be applied to the steps for each year of this contract

Appendix E: Faculty Leadership Position Descriptions and Responsibilities

Chair

Faculty leadership in all areas (Transfer, Workforce, Access and Opportunity) are referred to as Chair.

Essential Functions

- Collaborate with the Dean and faculty to develop and maintain quality education pathways for students by representing faculty in the program and assisting the Dean.
- Serve as program coordinator.
- Own the program review process and requirements for the program, including creating a long-term mission, vision, and objectives in alignment with the area's Strategic Equity Work Plan, and the institution's Strategic Plan and Objectives, Mission, Vision, and Values.
- Collaborate with the Dean, High School Program Chair, CTE Dual Enrollment, and Running Start Coordinator in establishing clear pathways for high school students and mentoring for College in the High School faculty liaison.
- Assist the Guided Pathways Director in guided pathways initiatives related to the program area.
- Manage articulation agreements with transfer institutions, as needed.

Program Management

- Establish program faculty credentials in alignment with accreditation standards, and in collaboration with the Dean and Vice President of Instruction/Accreditation Liaison Officer.
- Collaborate with Dean in program/course scheduling, on a two-year rotation.
- Assist Dean in setting program/course enrollment goals, making recommendations for enrollment targets and schedule adjustments (additions/cancellations).
- Coordinate with the Dean and Director of the Center for Integrated Learning to provide professional development opportunities relevant for the program needs.
- Serve as program contact year-round (including in between quarters, and during summer quarter).
- Assist the Accreditation Liaison Officer (ALO) and Assessment Coordinator in collecting program specific data and creating a culture of continuous improvement through assessment and reflection.
- Assist the Dean and Vice President of Instruction in adopting and adapting policies and procedures.

Mentorship

- Serve as chair of screening committees for full-time and adjunct faculty, under the mentorship and guidance of the Dean. If a situation arises with a workload issue, the Chair will consult with the Dean regarding an alternative.
- Serve as coordinator of program adjuncts, recommending courses, advising, and mentorship assignments to the Dean.
- Onboard and orient new faculty to program and institution policies and procedures.
- Serve as a peer reviewer on faculty evaluation committees.
- Serve as an advisor to Dean, recognizing that administrative/management authority is

Appendix E cont'd

not within the scope of program chair essential functions.

- Advise Dean on issues pertaining to - processes, appointments, reappointments, tenure, sabbatical and other leaves of absence, and non-renewals, et cetera.
- Representation & Communication
- Establish a communication plan for the program, in collaboration with the Dean.
- Serve on institutional committees as a representative of the program and/or chairs.
- Ensure program representation on committees through faculty mentorship and encouragement.
- Organize and hold monthly program meetings.
- Attend and engage in chair meetings, representing program interests while collaborating with chairs within the area, as well as the institution.
- Advise Dean and Marketing Director on program marketing material (print and virtual).
- Assist in program recruiting in collaboration with the Dean and the Student Services departments.
- Participate in Advisory Committee meetings, as needed.
- Other duties as negotiated.

Required Qualifications

- Full-time, tenured faculty member in a transfer program or access and opportunity; Full-time tenured or full-time annual, special faculty member in Workforce programs or access and opportunity.

Desired Qualifications

- Three years of teaching experience within the program.

Selection Process

- Need for chair positions are determined by the Vice President of Instruction
- Faculty nominations (peer or self) for a 3-year appointment renewable through selection process every 3 years.
- Selection board is comprised of full-time program faculty and dean, and appointment determination is by simple majority

Association of Higher Education President/Vice President

Duties as determined by AHE; In the event the AHE Vice President is in Clarkston, the Vice President will receive compensation or reassigned time the equivalent of one-third of that received by the AHE President.

Appendix E cont'd

Assessment Coordinator

Essential Functions:

- Provides leadership for faculty-driven assessments of student learning outcomes.
- Develops a process (or processes) for course level assessments informing program level assessments informing institutional level assessments.
- Plans and implements training workshops and/or professional development activities for faculty and staff in conducting effective and meaningful assessment activities (including assessments of student learning and program reviews).
- Supports faculty and staff with assessment processes and documentation required for accreditation.
- Assists and/or coordination with IT to help faculty gain expertise in the technology/software components of the WWCC Assessment Program
- Collaborate with the Vice President of Instruction and Vice President of Enrollment Services and Institutional Effectiveness in developing a program a Program Review process for the institution.
- Assist the Vice President of Instruction and Vice President of Enrollment Services and Institutional Effectiveness in presenting annual reports to the faculty (and/or college).
- Develop and implement effective assessment strategies, including reflection and refinement, that lead to curricular and program improvements throughout the institution in a cycle of continuous improvement.
- Make recommendations regarding institutional quality assurance.
- Provides assessment training for and continuity between the following committees: Curriculum Committee, CoWLA, Institutional Effectiveness, and the Accreditation Steering Committee.

Required Qualifications

- Current WWCC full-time faculty member

Desired Qualifications

- Experience with program evaluation and/or assessment of higher education academic programs

Selection Process

- Faculty Nominations for a 3-year Appointment
 - Selection Board comprised of several Division Chair/Department Chairs (representation across campus)

Appendix F: Request for Professional Development Funds from the College-wide Pool

To request money for professional development activities (see Article 33.2.C.10 for approved activities) beyond the annual individual \$1,200 allocation and the available pooled department/division funds, which must be exhausted first, complete the template (below).

Upon completion, submit the information via email to both your assigned Dean/Director and the Vice President of Instruction. Requests must be submitted prior to the end of Spring quarter.

Request for Professional Development Funds from the College-wide Pool

Contact Information

Name:

Email:

Date Submitted:

Activity Information

Title of Professional Development Activity:

Date(s) of Activity:

Budget

Total (or approximate) Cost of Activity: (\$XXXX)

Professional Development Funds Received: \$1,200

Funds Received from the Department/Division Pool: (\$XXXX)

Total Amount Requested (total cost less costs from above sources): (\$XXXX)

Appendix G: Promotion Materials

Faculty members will keep records of the following materials in digital format and upload to the WWCC Faculty Promotion Canvas shell:

- a. Most Recent Faculty Evaluation
- b. Professional Portfolio
- c. Points Summary of Activities in Professional Portfolio

Supporting documents in the portfolio can include, but are not limited to:

- Meeting minutes
- Email confirmations
- Certificates
- Publications
- Advisee list
- Evaluations
- Meeting agenda copies/screenshots
- Membership roster (advisory boards, volunteer boards, etc.)
- Transcripts
- Copies of Letters of Recommendation
- Marketing materials and/or deliverables

Assigned Points System for Professional Activities:

Eligible activities with assigned points in any 3-year promotion period.

Recruiting and/or Retention Activities – 1+

Self-Evaluations (beyond the Tenure process) – 1 (Maximum of 3 points)

Advising – 1-6

Mentorship (Faculty and/or Students) – 1+

Committee Membership – 1+

Committee Leadership – 2+

Search Committee Membership – 1+

Search Committee Chair – 2+

Taskforce Membership – 1+

Taskforce Chair – 2+

Club Advisor – 2

Activities in Industry (connected to discipline/instruction) – 1

Service to Community – 1+

Research/Independent Study (beyond staying current in discipline) – 1

Course Design/Development (New) – 1

Technology/Platform Innovations or Adoptions – 1

Professional Publications – 2

Advisory Board Lead – 1

Professional Organization Membership – 1

Maintenance of Industry Certificates (not required for teaching) – 1

Required coursework for discipline/industry – 1+

Conference Attendance – 1+

Conference Presentation – 1+

Non-compensated Grant work – 1

Other certifications – 1

Appendix G cont'd

Peer Evaluator – 1+

Letters of Recommendation – 1

Collaboration with CTC/University Colleagues (outside required work) – 1+

Invited Speaker (discipline related) – 1

Sabbatical presentation (beyond brief update upon return) – 1

Other notable activities/accomplishments/contributions – 1 to 3

Appendix H: (to be done by LMCC)

Appendix I: Syllabus Required Elements and Template



COURSE Syllabus Considerations

Upload your Syllabus: <https://apps.wbcc.edu/faculty/uploading-your-syllabus/>
 The Course Review Checklist combines Canvas expertise, Universal Design for Learning principles, and research-based pedagogical best practices to create a tool that can elevate the quality and compliance with online, hybrid, and web-enhanced learning standards in Canvas courses. (form can be found [here](#))

Requirements for Syllabus (all modalities)	
<input type="checkbox"/>	A syllabus is a contract between the faculty member and the students in the course. As such, certain elements must be included for students to be successful. The following are required syllabus items.
<input type="checkbox"/>	Syllabus must contain: Your name, email, office phone number, contact directions, and which days of the week are to be considered your “weekend”. Time frames are set for when students should expect a reply. Note: For security and FERPA reasons, avoid using a personal cell/home phone number. Adjuncts who do not have a WWCC office should create (and share with students) a Google Phone Number that will forward to personal phone. These are free as a “personal number” and will work for texting also.
<input type="checkbox"/>	Syllabus must contain your textbook’s name and ISBN number (the 13 digit one)
<input type="checkbox"/>	Syllabus must provide information on participation expectations for hybrid/online courses (e.g. student must login a minimum of three days per week); technology requirements; and supplemental textbooks, reading lists, and course materials.
<input type="checkbox"/>	Syllabus must contain current and accurate course description and intended learning outcomes from the Master Course Outline (MCO). (Bonus points for those who include CwOLAs). All WWCC instructors are bound to the course descriptions and outcomes approved by the Curriculum Committee. Note: This is required for accreditation.
<input type="checkbox"/>	Syllabus must contain your grading policy, grading scale, expected turn-around time for grading assignments (7 days or less), and late policy
<input type="checkbox"/>	Syllabi must be uploaded to the WWCC website by all faculty each quarter . Use these directions for uploading your syllabi if you are unfamiliar.
<input type="checkbox"/>	Syllabus must contain the required ADA, Equal Opportunity, and Religious Event statements and use the provided wording. Required wording can be found here .
<input type="checkbox"/>	Syllabus must contain a “Plan C” for your course so students know what to do in case of inclement weather, power outages, network problems, instructor illness/absence, etc. Students should know what to do (e.g., look for a new announcement? Canvas message? Check the course homepage by 8 am?) in case of school closure or canceled classes in order for their learning to continue.

Appendix I cont’d

Template: (can be found [here](#))

Your Course Title Here

General Course Information (required)

Quarter/Year:

Item Number:

Credits:

Meeting days and time:

Prerequisites:

Location: (Hybrid, Online, in class)

Instructor Contact Information (required)

Name:

Email:

Office number:

Phone number: (509) ###-#### (google voice or dial pad number recommended)

Office hours:

Course Textbook (required)

Textbook Name, publisher, ISBN #

Course Description (required from [Master Course Outline](#))

Course Topics (Best practice) (Sample below. Replace with your course topics)

1. Components, phases, and profiles
2. Sample
3. Sample

Course Learning Outcomes (required) (Sample below. Replace with your course grading structure)

Students will demonstrate the ability to:

1. Compare and discuss...
2. .
3. .

Grading (required) (Sample below. Replace with your course grading structure)

Grades are calculated on a total point basis earned during the quarter and based on a percentage of 1000 total points. Evaluations may be adjusted at the instructor's discretion to best facilitate achievement of course learning outcomes in an online, asynchronous mode of delivery.

- Exams - 450 points
- Study questions - 150 points
- Lab exercises - 150 points

Appendix I cont'd

- Term Paper – 150 points

Letter grades will be earned according to the following:

>93% = A	90-92% = A-	
87-89% = B+	83-86% = B	80-82% = B-
77-79% = C+	73-76% = C	70-72% = C-
67-69% = D+	60-66% = D	

Evaluation Devices: Three announced exams; completion of lab exercises, study questions, and a term paper.

Testing Policy: Three announced in class exams and a comprehensive final. The lowest exam score is dropped. Comprehensive Final exam open during scheduled Final exam days and times only.

Homework Policy: Completion of lab exercises and study questions as assigned outside of class time. Late work will receive a maximum of 50% credit.

Instructor Policies (required) Sample below. Replace with your Instructor Policies.

- Late assignments will receive
- Attendance Policy
- Participation expectations
- Technology requirements
- There will be ### exams during the quarter and a comprehensive final exam.
- Classroom Behavior

Alternate plan (required) Sample below. Replace with your plan

In the event that any changes need to be made to our regularly scheduled class, or video upload times due to instructor illness, adverse weather, power outages, or any other unforeseen circumstance a Canvas announcement with an alternate but equivalent exercise will be posted at least one hour prior the scheduled time.

Course Outline and Suggested Readings (best practice) Sample below. Replace with your course grading structure

1. Introduction – pages 29-53
2. Land Evaluation – Handouts
3. Sample
4. Sample
 - a) Sample A
 - b) Sample B
 - c) Sample C

Required Diversity, ADA, Title IX, Religious Event Statements

Diversity & Inclusion Statement:

Appendix I cont'd

WWCC strives to promote diversity, equity and inclusion, not only because diversity fuels excellence and innovation, but because we want to pursue justice. Each of us is responsible for creating a safer, more inclusive environment.

Furthermore, I would like to create a learning environment that supports a diversity of thoughts, perspectives and experiences, and honors your identities (including race, gender, class, sexuality, religion, ability, etc.) To help accomplish this:

- If you have a name and/or set of pronouns that differ from those that appear in your official records, please let me know.
- If you feel like your performance in the class is being impacted by your experiences outside of class, please don't hesitate to come and talk with me. I want to be a resource for you.
- I (like many people) am still in the process of learning about diverse perspectives and identities. If something was said in class (by anyone) that made you feel uncomfortable, please talk to me about it or reach out of the Office of Equity, Diversity & Inclusion.

Unfortunately, incidents of bias or discrimination do occur, whether intentional or unintentional, and they can contribute to creating an unwelcoming environment for individuals and groups at the college. If you experience or observe unfair or hostile treatment on the basis of identity, we encourage you to speak out for justice and support. To report an incident or access support and resources, contact Margarita Banderas, Director of Equity, Diversity & Inclusion (equity@wwcc.edu or (509) 730-6196).

Accommodations for Students with Disabilities:

WWCC complies with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA) of 1990 as amended in 2008. [Information](#) regarding student [accommodations](#) may be obtained by contacting (Walla Walla campus) Caley Moyer or Paris Davis at (509) 527-4262, counseling@wwcc.edu or (Clarkston campus) Heather Markwalter at (509) 758-1721 heather.markwalter@wwcc.edu. The Section 504 Coordinator is responsible for monitoring and implementing the district's compliance with state and federal laws prohibiting disability discrimination. Sherry Hartford, Vice President of Human Resources, (509) 527-4300, serves as the Section 504 officer.

COVID-19-Requirements, Accommodations, and Absences:

- All students who wish to come to one of our campuses for in-person instruction or services must be vaccinated or have requested a medical or religious exemption. Vaccination is not required for students who take all their classes online and utilizing only online services. For details regarding vaccination requirements and exemptions, visit <https://www.wwcc.edu/coronavirus/> for updates.
- Everyone inside a campus building, facility, or vehicle is required to wear a face covering. Face coverings are not required outdoors and/or when an individual is working alone.
- If you have a disability or medical condition that presents an academic obstacle or prevents you from wearing a face covering, please contact [Disability Support Services](#). If you or a member of your family becomes ill, please contact your instructor as soon as possible to discuss how academic requirements might be modified to prevent virus related obstacles from hindering academic success.

Appendix I cont'd

Counseling Services:

WWCC Counseling Services offers a range of mental health services, from individual and group support to referrals and resource connection. Services are free and confidential for all enrolled students. We are here to help you navigate personal, social, educational, and mental health concerns that impact your academic success at WWCC. **To make a counseling**

appointment: <https://bit.ly/WWCCounselingServices> - Counselors can meet you in-person, by phone or Zoom appointments (must be in WA state during appointment.) Clarkston students, to be seen in person contact Emma Carpenter, (509) 758- 1713 emma.carpenter@wwcc.edu

Equal Opportunity Statement:

Walla Walla Community College (WWCC) is committed to providing equal opportunity and nondiscrimination for all educational and employment applicants as well as for its students and employed staff, without regard to race, color, creed, national origin, sex, sexual orientation, including gender expression/identity, genetic information, marital status, age (over 40), the presence of any sensory, mental, or physical disability, the use of 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 the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Federal Rehabilitation of 1973, the Americans with Disabilities Act of 1990 and any other applicable Federal and Washington State laws against discrimination. [Sherry Hartford](#), Vice President of Human Resources (509) 527-4300 has Affirmative Action/Equal Opportunity, Title IX, and Section 504 compliance responsibility. The College's TDD number is (509) 527-4412.

Reasonable Accommodations for Religion/Conscience:

Students who will be absent from course activities due to reasons of faith or conscience may seek reasonable accommodations so that grades are not affected. Such requests must be made to the instructor within the first two weeks of the quarter. For additional information regarding student rights and responsibilities, please see the college's website [Student Rights and Responsibilities](#)

MOU: Future Negotiations

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

Future Negotiations

Whereas the parties have engaged in negotiations in accordance with Article 39.5 of the 2019-2022 collective bargaining agreement;

Whereas the parties have identified topics to explore in depth during regularly scheduled Labor Management Communication Committee (LMCC) meetings;

Therefore, the parties agree prior to the end of Spring Quarter 2022 the evaluation forms will be finalized for use beginning in the 2022-2023 academic year; and

Therefore, the parties agree in preparation for future contract negotiations, the LMCC will meet at least once per quarter (and at least once per year in Clarkston) on afternoons from 12:00 noon -4:30 pm and the following topics will be discussed:

1. Each meeting the parties will review approximately five (5) articles of the contract to review language that may need to be cleaned up and/or clarified in future negotiations;
2. Faculty Workload will be reviewed and potential future changes explored and researched;
3. Low Enrollment Pay will be reviewed and potential future changes explored and researched
4. Faculty Mentoring will be explored and researched

For the Employer:

Bill Warren
Mr. Bill Warren, Chair of the Board

6/22/22
Date

For the Union:

James Peitersen
Mr. James Peitersen, AHE President

6/23/22
Date

MOU: Guided Pathways, High Demand, and Nursing Educator Compensation 2022-2025

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

Guided Pathways, High Demand, and Nurse Educator Compensation

Whereas the Workforce Education Investment Account provided appropriations solely to implement Guided Pathways at each of the state's community and technical colleges;

Whereas Guided Pathways implementation includes:

- (i) Increased student support services, including advising and counseling;
- (ii) Faculty teaching and planning time to redesign curriculum, develop meta-majors, and engage in interdepartmental planning on pathways;
- (iii) Data analytics and student tracking technology to help advisors and students address challenges that may impede a student's progress; and
- (iv) Research and evaluation to ensure reforms lead to improvements for all students.

Whereas the Workforce Investment Act provided for increasing salaries for faculty in disciplines determined to be high-demand including but not limited to STEM and Skills Gap courses;

Whereas the parties have reviewed a list of course CIP Codes for Weighted Skills Gap Enrollment, and a list of STEM courses for Weighted STEM enrollments;

Whereas the legislature has authorized and appropriated dollars "solely to increase nurse educator salaries" and

Whereas in past years the college has received multiple allocations for such purposes as stated above and assuming that such allocations remain substantially similar in the upcoming years;

Whereas the parties have engaged in negotiations;

Therefore, the Association for Higher Education and the Board of Trustees hereby enter into this Memorandum of Understanding for the 2022-23, 2023-24, and 2024-25 academic years:

Each fiscal year, up to ten percent (10%) of the Guided Pathways allocation will be dedicated to faculty compensation for their training and contributions to Guided Pathways work.

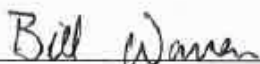
Faculty eligible for a High Demand stipend are those faculty teaching a) STEM (Science, Technology, Engineering, Math (including Math 146)), and b. Skills Gap courses (excluding Nursing) as defined by the SBCTC; Additionally, the faculty teaching the following will be included:

- a. Agri-Business 010101
- b. Agricultural Technology and Production Management 010201
- c. Animal Science 010302
- d. Plant and Soil Science 010304
- e. Bachelor of Applied Science – Agricultural Systems 010308
- f. Culinary Arts 120503
- g. Early Childhood Education 131210
- h. Industrial Electrical Maintenance 410301
- i. Industrial Mechanics 470303

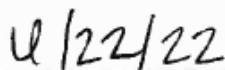
Eligible full-time faculty will receive an annual stipend. Eligible part-time faculty will receive an annual stipend based on a pro-rated portion of their percent of fulltime teaching approved courses during preceding Spring, Summer, Fall and Winter. All stipends will be paid in Spring Quarter. The total allocation will be divided into the number of faculty eligible to determine the stipend amount each spring.

Nurse educator is defined as an employee in a position requiring a current Registered Nurse license. Nurse educator money will be utilized to continue to fund the increase of two 70% nursing faculty positions to 100%, and six full-time nursing faculty positions. To aid in the recruitment, hiring and retention of nursing faculty positions, newly hired full-time tenure track nursing faculty will receive a \$15,000 signing bonus subject to a three-year diminishing repayment plan. Adjunct faculty will receive a signing bonus of \$1000 and a retention bonus of \$1000 each quarter they are continuously employed. Full-time nursing faculty will receive a retention stipend in the amount of twenty-six percent (26%) of their base salary. Full-time and part-time Nurse Educators compensated at the Mode 4 rate will receive the regular Mode 4 rate plus an additional \$43.55 per clinical hour. Nurse educator money will be used to pay any salary step increases awarded to nursing faculty. Nurse educator funds will be used to compensate the Dean of Nursing & Allied Health, the Assistant Dean of Nursing, and support increasing non-faculty nurse educator salaries.

For the Employer:



Mr. Bill Warren, Chair of the Board



Date

For the Union:



Mr. James Peitersen, AHE President



Date

MOU: Development of a Promotion Eligibility Schedule

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

Development of a Promotion Eligibility Schedule

Whereas the parties negotiated a process for eligible full-time faculty to be considered for promotion once every three years;

Whereas the parties agreed that one-third of eligible faculty would begin being reviewed for promotion in the 2021-2022 academic year with associated salary increases effective the 2022-2023 academic year; AND

Whereas the parties agreed that one-third of eligible faculty would be reviewed for promotion in each of the following academic years (2023-2024 and 2024-2025);

Whereas the parties desire to create a transition schedule;

Whereas the parties desire to recognize that legislatively granted salary funds (High Demand and Nurse Educator) have disparately impacted those faculty not receiving stipends; and

Whereas the parties have engaged in negotiations in accordance with Article 39.5 of the Contract,

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

Full-time faculty who are not currently at Step 8 and those who will transition to the new faculty salary scheduled to a step lower than Step 8 will be eligible for promotion review as follows:

Year 1 (2022) - Full-time faculty who have been employed by the college on a full-time contract for the past three years who did not receive a High Demand or Nurse Educator stipend in 2020-2021, and those faculty awarded tenure in 2022, will receive an automatic promotion to the next higher step of the salary schedule effective at the beginning of their contract for the 2022-2023 academic year.

Year 2 (2023) - Full time faculty who have been employed by the college on a full-time contract for the past three years and who received a High Demand stipend in 2020-2021 will be eligible and scheduled for promotion review in 2023 (either a winter quarter review or a spring quarter review). If promoted they will receive advance to the next higher step of the salary schedule effective at the beginning of their contract for the 2023 - 2024 academic year.

Year 3 (2024) - Full-time faculty who have been employed by the college on a full-time contract for the past three years and who received a Nurse Educator stipend in 2020-2021 will be eligible and scheduled for promotion review in 2024 (either a winter quarter review or a spring quarter review). If promoted they will receive advance to the next

higher step of the salary schedule effective at the beginning of their contract for the 2024 - 2025 academic year.

Full-time faculty who have been employed less than three years will be placed in the year for promotion review that coincides with their completion of three years of full-time employment.

Probationary faculty will be automatically promoted to the next step on the salary schedule the academic year following the year they were granted tenure.

For the Employer:

Bill Warren
Mr. Bill Warren, Chair of the Board
6/22/22
Date

For the Union:

James R. Peitersen
Mr. James Peitersen, AHE President
6/23/22
Date

MOU: Transition to the New Salary Schedule

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

Transitioning Full-time Faculty to the 2019-2022 Faculty Salary Schedule

Whereas the parties negotiated a new full-time faculty salary schedule in 2019-2022 contract;

Whereas the new full-time faculty salary schedule consists of eight steps (Step 1 – Step 8);

Whereas fifty-one (51) full-time faculty were placed at a step on the new schedule in 2019;

Whereas fifty-four (54) full-time faculty were not placed at a step on the new schedule;

Whereas the parties desire all full-time faculty to be placed on the new schedule;

Whereas the parties have engaged in negotiations in accordance with Article 39.5 of the Contract,

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

Full-time faculty currently placed at a step on the new schedule will remain on the step to which they are assigned;

Full-time faculty not assigned a step on the new schedule will be assigned to the step closest to their current salary PROVIDED,

Full-time faculty will not be assigned to a step that has a salary lower than their current salary;

Full-time faculty will have their salary adjusted upward to the salary amount of their new step placement.

For the Employer:

Bill Warren
Mr. Bill Warren, Chair of the Board

6/22/22
Date

For the Union:

James Peitersen
Mr. James Peitersen, AHE President

6/23/22
Date

MOU: Annual Sick Leave Cash Out

Memorandum of Understanding
Between

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

Whereas, the Washington State Legislature created the Attendance Incentive Program for Community and Technical College (CTC) employees in 1997 ([RCW 28B.50.553](#)); and

Whereas, [RCW 28B.50.553](#) establishes that a minimum of sixty (60) days of sick leave is accrued before employees can cash out sick leave; and

Whereas, Walla Walla Community College (WWCC) and the Association for Higher Education (AHE) agreed to a minimum accrual of 480 hours (68.57 days) per faculty employee in the 2011-14 contract; and

Whereas, state law overrides the contract between the District and the Faculty.

In recognition of the above, the parties agree to change and update the 2022-25 Contract as pertains to Article 26.7 with the following language:

26.7 Annual Sick Leave Cash Out

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

- A. In January of each year, an employee whose sick leave balance at the end of the previous year exceeds four hundred twenty (420) hours may elect to convert the sick leave hours earned in the previous calendar year, minus those hours used during the year, to monetary compensation.
- B. No sick leave hours may be converted which would reduce the calendar year-end balance below four hundred twenty (420) hours.
- C. Monetary compensation for converted hours is paid at the rate of twenty-five (25) percent and is based on the employee's current salary.
- D. All converted hours are deducted from the employee's sick leave balance.
- E. Hours which are accrued, donated, and returned from the shared leave program in the same calendar year may be included in the converted hours for monetary compensation.

For the Employer



Ms. Michelle Liberty, Board Chair

2/22/2023

Date

For the Association



Mr. James Peitersen, AHE President

2/22/23

Date

MOU: Faculty Conversion Positions

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

Faculty Conversion Positions

Whereas, the Washington State Legislature passed legislation Senate Bill 5194 during the 2021-23 biennium, providing funding to increase the number of full-time faculty at Washington State Board Community and Technical Colleges (SBCTC) in recognition that student outcomes and success, especially for first generation, underserved students, may be significantly improved. Whereas, the legislature has determined this is best accomplished through converting part-time faculty positions to full-time tenure-track positions and by hiring new full-time faculty through the college's diversity, equity and inclusion hiring practices; and

Whereas, the SBCTC allocated funding to the thirty-four (34) colleges in the system; and

Whereas, Walla Walla Community College was allocated one hundred eight thousand dollars (\$108,000) to convert four (4) part-time faculty positions; and

Whereas, AHE and the District agreed to the following use of the funds:

Four (4) full-time tenure-track faculty positions:

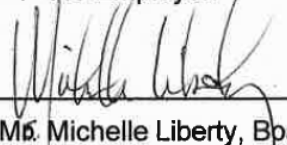
- 1. Communications – Walla Walla Campus*
- 2. Human & Social Services – Walla Walla Campus*
- 3. Transitional Studies – Clarkston Campus*
- 4. Welding – Walla Walla Campus*

The District and AHE also agree to fund two (2) positions utilizing existing college resources:

- 1. One (1) permanent full-time position to assist further development and support of the Human and Social Services and Criminal Justice programs in efforts to recruit and retain students; and,*
- 2. One (1) full-time non-tenure track Diesel Technology Instructor*

All of the above positions shall have an expected start date on or before the beginning of the 2023-2024 academic year.

For the Employer:



Ms. Michelle Liberty, Board Chair

Date

6/28/23

For the Union:



Mr. James Peitersen, AHE President

Date

5/26/23

UPDATED MOU: Guided Pathways, High Demand, and Nursing Educator Compensation 2022-2025

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

UPDATED Guided Pathways, High Demand, and Nurse Educator Compensation

Whereas the Workforce Education Investment Account provided appropriations solely to implement Guided Pathways at each of the state's community and technical colleges;

Whereas Guided Pathways implementation includes:

- (v) Increased student support services, including advising and counseling;
- (vi) Faculty teaching and planning time to redesign curriculum, develop meta-majors, and engage in interdepartmental planning on pathways;
- (vii) Data analytics and student tracking technology to help advisors and students address challenges that may impede a student's progress; and
- (viii) Research and evaluation to ensure reforms lead to improvements for all students.

Whereas the Workforce Investment Act provided for increasing salaries for faculty in disciplines determined to be High-Demand including but not limited to STEM and Skills Gap courses;

Whereas the parties have reviewed a list of course CIP Codes for Weighted Skills Gap Enrollment, and a list of STEM courses for Weighted STEM enrollments;

Whereas the legislature has authorized and appropriated dollars "solely to increase nurse educator salaries" and

Whereas in past years the college has received multiple allocations for such purposes as stated above and assuming that such allocations remain substantially similar in the upcoming years;

Whereas the parties have engaged in negotiations;

Therefore, the Association for Higher Education and the Board of Trustees hereby enter into this Memorandum of Understanding for the 2022-23, 2023-24, and 2024-25 academic years:

Each fiscal year, up to ten percent (10%) of the Guided Pathways allocation will be dedicated to faculty compensation for their training and contributions to Guided Pathways work.

Faculty eligible for a High Demand stipend are those faculty teaching a) STEM (all college level Science, Technology, Engineering, Math (including Math 146)), and b. Skills Gap courses (excluding Nursing) as defined by the SBCTC; Additionally, the faculty teaching the following will be included:


- j. Agri-Business 010101
- k. Agricultural Technology and Production Management 010201
- l. Animal Science 010302
- m. Plant and Soil Science 010304
- n. Bachelor of Applied Science – Agricultural Systems 010308
- o. Culinary Arts 120503
- p. Early Childhood Education 131210
- q. Industrial Electrical Maintenance 410301
- r. Industrial Mechanics 470303

Eligible active full-time faculty will receive an annual stipend. Eligible active part-time faculty will receive an annual stipend based on a pro-rated portion of their percent of full-time teaching approved courses during the current academic year (Summer, Fall, Winter, Spring). All stipends will be paid on or before the last paycheck in Spring Quarter of the same academic year. The total allocation will be divided into the number of faculty eligible to determine the stipend amount each spring.

In order to change to compensating faculty for High Demand stipends during a current academic year, a one-time payout will occur for 2022-2023 academic year High-Demand stipends and will be based on the following five (5) quarters: Spring 22, Summer 22, Fall 22, Winter 23, Spring 23. Subsequent years will follow the current academic year.

Nurse educator is defined as an employee in a position requiring a current Registered Nurse license. Nurse educator money will be utilized to continue to fund the increase of two 70% nursing faculty positions to 100%, and six full-time nursing faculty positions. To aid in the recruitment, hiring and retention of nursing faculty positions, newly hired full-time tenure track nursing faculty will receive a \$15,000 signing bonus subject to a three-year diminishing repayment plan. Adjunct faculty will receive a signing bonus of \$1000 and a retention bonus of \$1000 each quarter they are continuously employed. Full-time nursing faculty will receive a retention stipend in the amount of twenty-six percent (26%) of their base salary. Full-time and part-time Nurse Educators compensated at the Mode 4 rate will receive the regular Mode 4 rate plus an additional \$43.55 per clinical hour. Nurse educator money will be used to pay any salary step increases awarded to nursing faculty. Nurse educator funds will be used to compensate the Dean of Nursing & Allied Health, the Assistant Dean of Nursing, and support increasing non-faculty nurse educator salaries.

For the Employer:




Ms. Michelle Liberty, Board Chair

6.28.23

Date

For the Union:



Mr. James Peitersen, AHE President

5/26/23

Date