



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
2025-2028**

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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 (AHE) 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 be 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.
- F. Faculty Titles – Faculty will be referred to as follows:
 - a. Professor – Tenured Faculty

- b. Assistant Professor – Tenure track Faculty
- c. Non-tenure Assistant Professor – Special Funded Faculty
- d. Adjunct Assistant Professor -- Adjunct Faculty

Faculty may be referred to using these titles for recruitment, college communications, marketing and communications, employment contracts, and any other official college business.

- 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 make a final determination. Appeals may be taken by either party pursuant to the Public Employment Relations Commission rules.
- 1.3 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.
- 1.4 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.
- 1.5 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. Current descriptions of faculty leadership roles and responsibilities are found in Appendix D.

Article 2 Status of the Contract

- 2.1 This Contract shall supersede any rules, regulations, policies, resolutions, or practices of the Employer which are 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. The contract 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 that 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. Employees new to the District may access a copy of the contract upon hire on the Employer's website.

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.
- 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 in accordance with the regulations and procedures of the College. 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.
- 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 D. 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 (LMCC) 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 changes, 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 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's 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 is fundamental for the protection of the rights of the faculty.
- B. Specific rights:
 - 1. A faculty member is entitled to freedom in the classroom to discuss any and all subjects within the outcomes of the course.
 - 2. A faculty member is entitled to full freedom in research and in the publication of the results, within existing College policies concerning printing and publication.
 - 3. When a faculty member expresses their views as a citizen, they shall be free from institutional censorship or discipline.
 - 4. Faculty maintain their right to question policies/decisions of the College.
- C. The District policy on academic freedom shall not infringe upon the specified rights herein.

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, 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 and the Director of Campus Security. 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 31, 36, and 37 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 within sixty (60) days to any derogatory material placed in their file. Material may be expunged from the file upon mutual agreement of the employee and the Vice President of Instruction and Vice President of Human Resources. 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 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, or reopen a position.
- 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 hiring 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.

10.8 Electronic Door Locks, Security Cameras, and Video Technology

A. Purpose

The purpose of this statement is to set forth college policy with regard to the installation and use of centrally managed electronic door locks, security cameras, and related video technology on college property, as related to monitoring faculty activity.

B. Preamble

Door locks, security cameras and related video technology are strategically utilized on Walla Walla Community College's property to assist college officials in the performance of their responsibilities regarding college operations and public safety.

C. Policy

Installation and use of centrally managed electronic exterior and interior door locks, security cameras, and video technology are intended to serve safety and security purposes only, and not intended to monitor faculty activities.

D. Door Access

Faculty will have access to all exterior and interior doors that pertain to their job duties.

E. Access to Security Cameras and Video Recordings

Use of data in a way that targets one or more identifiable individuals shall be permitted only for the following purposes:

- To investigate breaches of building security, violation of college policy, and crimes and related external or internal proceedings.
- To respond to security alerts and to address other emergencies.
- To monitor access, audit and/or manage internally secured spaces, inventory, and other resources, as required for internal control, government regulations, or other legitimate business purpose.

In the event the College is served with a properly issued subpoena or court order compelling the disclosure of personally identifiable data, the College will make reasonable efforts to give advanced notice to the relevant individual, provided that such notice is practicable and permitted under the law.

Article 11 Faculty Emeritus Benefits and Privileges

11.1 Eligibility Criteria

A. To be eligible for consideration, faculty must have:

- taught at the college for fifteen (15) or more years;
- be voluntarily retired or separated; and

- Made meritorious and significant contributions to the college in the areas of teaching, service to the college, services to the community, and services to the profession during their career.

B. Nomination Criteria and Process

- Self-nomination: Self nomination letter and two (2) peer letters of recommendation
- Peer nomination: Two (2) peer letters of recommendation

Nominations will be submitted to the Vice President of Instruction for review and recommendation to the college President.

C. Faculty Emeritus status must be approved by the college President and Board.

D. Faculty Emeritus status goes into effect immediately upon approval by the Board.

E. "Faculty Emeritus" benefits consist of:

- Listing on a Faculty Emeritus section of the WWCC Website that includes professional biographies and photos.
 - WWCC business cards that include the Emeritus title.
 - Invitation to participate in graduation and be recognized as Emeriti, along with retirement recognition.
 - Faculty are encouraged to participate in volunteer opportunities as recruiters or outreach ambassadors at mutually agreed upon events within the community. (Example: visit service clubs)
 - Faculty Emeriti are encouraged to participate in volunteer opportunities in student support services.
 - Use of College facilities the same as current faculty.
 - Use of a unique WWCC email account, configured similarly to a student email account.
- Receive College Cellars discounts the same as current faculty.
 - Attend all campus activities the same as current faculty.
 - Directory listing: "Faculty Emeritus," by their consent, will be listed in the college directory until such time as they request not to be listed.
 - 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, in the stated mode, and assigned place.
- B. Demonstrate professional skills appropriate to the teaching assignment.
- C. Provide each student with a comprehensive syllabus (using the College-approved template) at the beginning of the quarter.
- D. Provide clear explanations, assignments, and directions.
- E. Conduct appropriate and frequent assessments 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 assessments and, using the College grading policy.
- G. Maintain student records and grades in the College's Learning Management System (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 the program, courses, and individual assessments.
- L. Participate in program planning and budgeting.
- M. Equivalent responsibilities include specific assignments faculty may perform in place of teaching classes; e.g., counseling, library work, grant assignments, unusual program/curriculum development, sabbaticals, etc.

12.3 Advising

The Board of Trustees, administration, faculty and staff of Walla Walla Community College recognize that good advising is key to student retention and success. Full-time teaching faculty at Walla Walla Community College also serve as advisors. Specific advising responsibilities are:

- A. Advise and mentor advisees on coursework, program and/or transfer options, career plans, and graduation requirements.
- B. Provide reasonable advisee access either in person or virtually.
- C. Participate in advising training and professional development activities.

- D. Participate in appropriate assessment of advising effectiveness aimed at continuous improvement of advising outcomes.
- E. The College's responsibility is to provide quarterly advising training. The association and the College will jointly appoint a taskforce to design advisor training and determine the schedule and mode of delivery. Training will include, but not be limited to:
 - 1. Academic updates
 - 2. Changes to advising technology tools and trainings on use
 - 3. General information on student support resources
 - 4. Other student success initiatives that are pertinent to advising

12.4 Professional Development

- A. Complete Professional Development as described in Article 33.
- B. Complete required annual trainings prescribed by the WWCC Human Resources department and the Office of the Vice President of Instruction.

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 attend department/division and/or assigned committee meetings; participate in discipline/department and division projects.
- B. Prepare for and contribute to meetings; assume shares of departmental, divisional and College responsibilities.
- C. Assist in mentoring new faculty.
- D. Participate in identifying and solving institutional issues.
- E. Assist in promoting the College to students, the public, community organizations, businesses, and state, local, and tribal governmental agencies.
- F. Participate in program articulation with other colleges and schools.

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 absence from commencement ceremonies must be approved by the President.

Article 13 Participatory Governance

The Employer recognizes the expertise and experience of its faculty in providing valuable input regarding decisions made by the District.

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 may 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 may be copyrighted or patented 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 both equally (dual ownership) and may be patented and/or copyrighted by 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 administrator.
- 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 Attendance at a meeting on a non-contractual day shall be compensated according to 16.4, 16.5 and 16.6.
- 16.4 Faculty working outside of a 176-day or 212-day contract shall be compensated for work at a rate separate from Mode of Instruction rates one (1) through five (5) listed in Appendices C and D of this Agreement. The "Off-Contract/Outside of Contract" rate will be identified as "Mode 6" and will be added to Appendix C with a salary rate as defined in Section 16.6.
- 16.5 Full-time Faculty (Tenured, Probationary, Annual) and Adjunct Faculty are eligible for Mode 6 compensation for any time outside of the 176-day contract as defined by the annual instructional calendar. Administration will ensure that Mode 6 opportunities are equitably available to faculty on 176-day and 212-day contracts.
- 16.6 The Mode 6 rate shall be one-seventh (1/7th) the equivalent of the daily rate of the top Step listed in Appendix B.

Article 17 Class Audit and Enrollment

- 17.1 Any benefits-eligible academic employee 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 quarter 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.

Absences shall be requested through the District's leave management system. 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 attempt to 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 four (4) consecutive quarters, 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 appropriate supervisor and the Vice President of Instruction. 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 meet eligibility requirements at the time an official leave of absence without pay was granted:

- 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

- 20.1 Depending on the length of the leave for a faculty member, it may be necessary to hire an adjunct faculty or reassign another current full-time 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

- 21.1 Full-time employees will receive three (3) days of leave per year for personal use, 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 half-day increments. Employees who are annually contracted for less than one-hundred percent (100%) and quarterly contracted employees who are placed on the full-time salary schedules will receive 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 during an academic year will receive one (1) extra personal day per year.

For Personal Leave for adjunct faculty who are benefit eligible and are teaching the equivalent of a full-time load, see Article 38.6 B.

Article 22 Civil Duty Leave

- 22.1 Leave of absence with pay shall be granted to employees in order 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

Article 23 Government Service Leave

- 23.1 Leaves of absence will be granted to employees for military purposes and for service in federally-sponsored organizations. Applicable benefits under this Agreement will accrue to leaves granted for such purposes, provided that the person granted such leave indicates their desire to return to the District within ninety (90) days of their severance from the above-referenced 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 up to the limits of the employee's accrued Sick Leave account. Sick Leave accounts shall be reduced in the same ratio as the payout bears to the employee's 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 State 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 State industrial insurance payments. Until eligibility for Worker's Compensation is determined by the Department of Labor and Industries, the District may pay full Sick Leave, provided that the employee shall return any subsequent overpayment to the District.

- 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 District 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 without pay for up to six (6) months without loss of lay-off unit seniority or change in annual increment date. Leave without pay exceeding six (6) months without loss of lay-off unit 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 Act (FMLA)

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

- A. The birth of a child and to care for the newborn child during the first twelve (12) months after childbirth. Spouses employed by the District are only entitled to one combined twelve (12)-week period for the birth of a child.
- B. Due to 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 the District are only entitled to one combined twelve (12)-week period for placement of a child.
- C. To care for the Employee's spouse, child or parent who has a serious health condition.
- D. A serious health condition that makes the Employee unable to perform the essential functions of the Employee's job.
- E. Any qualifying exigency arising out of the fact that the Employee's spouse, child, or parent is a covered military member on "covered active duty."
- F. Twenty-six (26) work weeks of Leave during a single twelve (12) month period to care for a covered service member with a serious injury or illness if the eligible Employee is the service member's spouse, child, parent, or next of kin (Military Caregiver Leave).

25.2 Eligibility

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

For the exclusive purpose of establishing eligibility exclusively for FMLA, each contract day of full-time employment is equivalent to eight (8) hours.

25.3 Other Provisions

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

The Employee's next FMLA Leave year will begin the first time FMLA Leave is taken after completion of the previous twelve (12) month period. The Employer shall require medical certification for Leave under FMLA. Employees may use any combination of paid or unpaid leave to which they are entitled toward the FMLA entitlement. Employee absences shall be granted on an intermittent or reduced schedule at the Employee's request, when medically documented. Employees granted FMLA leave are required to give timely notice of intent to return. Upon returning to work after the Employee's own FMLA-qualifying illness, the Employee is required to provide a fitness for duty certificate from a health care provider. The Employer shall maintain its portion of paid medical benefits during the FMLA period, even if the Leave is unpaid. When the Employee returns to work from FMLA, the Employee has the right to return to the same position or a position equivalent to the one the Employee held when Leave commenced.

25.4 Paid Family and Medical Leave

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

Article 26 Sick Leave

26.1 Accrual

Academic employees under contract to be employed for at least three quarters will accrue eighty-four (84) hours of Sick Leave 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 of Sick Leave is equivalent to seven (7) hours. Sick 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. Due to illness or injury which has incapacitated the employee from performing their duties.
- B. Due to the employee's exposure to a contagious disease during which period the employee might 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 appropriate Dean 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 Dean or 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, in accordance with Washington state statutes or regulations.

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, in accordance with Washington state statutes or regulations.

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 (480) 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 (480) hours.
- C. Monetary compensation for converted hours is paid at the rate of twenty-five percent (25%) 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 Upon 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 five (5) 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 exists or hereafter is 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 (1), two (2), or three (3) 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 (3) 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 (3) quarters retain their remaining entitlement and will qualify for additional entitlement at the rate of one (1) quarter for each two (2) year period of full-time employment, not to exceed three (3) quarters of entitlement during a six (6) 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 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 one-hundred fifteen percent (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 (2) letters of recommendation from colleagues or a supervisor, and a 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 is 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. 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; and,
- E. That the recipient, upon return, will submit a written report to the President summarizing the work completed during the Sabbatical Leave and describe 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. The President may request a report be made to the Board of Trustees.

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.

Timelines 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, 190, or 212 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 Alternate Contract/Summer Quarter

Based on student enrollment, the College may provide an alternative contract to a Full-time Faculty member on a 176-day contract. Upon mutual agreement between the faculty, the respective Dean and Vice President of Instruction, summer quarter may be worked in lieu of a regular quarter. In such instances, weekly contact hours shall be adjusted to reflect the summer schedule, and compensation shall be the same as if the regular quarter had been worked. The academic year begins with the summer quarter.

Thus, the faculty would be assigned to work the summer quarter of that year plus two more quarters. The additional quarters do not need to be worked consecutively. The faculty member will complete their three quarter/176-day contract within one academic year. The faculty member would not be eligible for a balloon payment during the term of the alternative contract.

29.3 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.

29.4 On-Campus Expectations'

Faculty may or may not have a specific schedule. A portion of a faculty member's workload may take place off campus. Faculty are expected to have a regular presence on campus that meets their primary assignment, student needs (advising, mentoring, support), college service, and the academic affairs of the District.

29.5 Contact Hours

Loads will be calculated on a pro-rated basis, based on assigned modes of instruction.

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

FULL-TIME INSTRUCTIONAL WORKLOADS

Category	Mode of Instruction	Weekly Contact Hours	Weekly Office Hours	Other duties (weekly)	Total Weekly Responsibilities	Annual Contact Hours
A	Lecture	15	5	15	35	45
B	Lab	20	5	10	35	60
C	Shop	30	0	5	35	90
D	Clinical	35	0	0	35	105

Notes:

Science faculty, nursing skills lab faculty, and nursing simulation lab faculty will be included in the "B" category.

No full-time Allied Health/Nursing faculty shall be assigned a full clinical teaching load. The only positions eligible for a full clinical load are adjunct Nursing/Allied Health faculty.

FULL-TIME SPECIAL FACULTY WORKLOADS

Faculty Type	Student Engagement Hours	Other duties (weekly)	Total Weekly Responsibilities	Annual Student Engagement Hours
Counselor	30	5	35	90
Librarian	25	10	35	75

Student engagement hours for counselors are defined as including student appointments, documentation and student presentations.

Full-time Faculty teaching co-requisite classes who don't meet the quarterly full-time credit load shall make up credits through an alternate assignment as approved by the Dean and Vice President of Instruction. Alternate assignments may include:

- Tutoring in the Tutoring Center
- Special projects
- Other classes the faculty member is qualified to teach

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

29.7 Full-time Faculty loads shall be compiled on an annual basis.

29.8 Quarterly assignment shall not exceed the normal quarterly load by more than eight (8) credits. Overload assignments will not exceed two (2) consecutive quarters in an instructional year.

29.9 Instructional overload assignments will be voluntary. They will be offered to adjunct faculty initially and then offered to full-time faculty based on seniority. If an adjunct or full-time faculty is not identified, exceptions to the credit limit can be reviewed and approved by the Chair, Dean and Vice President of Instruction.

29.10 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.

29.11 Office hours shall be recognized as part of the faculty workload. Full-time Faculty shall post and maintain at least five (5) office hours per week. Office hours are not required for Corrections Education faculty.

29.12 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.

29.13 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.

29.14 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.

29.15 Syllabi Requirements

Each instructor shall upload their syllabi at the beginning of each quarter to the College's Welcoming Syllabus Canvas shell. The syllabus information should match the College's Welcoming Syllabus template that can be found in the Canvas shell called "A Welcoming Syllabus." All faculty shall be added to this course.

29.16 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.

29.17 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.

29.18 Class Caps

The following class limits have been established in order to maintain the optimum teaching and learning environment. Faculty may overload their classes in consultation with the Chair, Dean and VPI. Deviation from these class limits can be made by mutual agreement and approval by the Dean and VPI. Classes that are offered both via e-learning mode and face-to-face shall use the class caps as listed below:

Descriptor	Course Capacity
Directed interactive learning courses (lecture)	28 - 35
Non-lab science and art class, language class, Math below 100, ELP, ABE, ESL	25 - 30
Laboratory Courses including art lab	24
Workforce and Trades	As per safety and stations
Nursing and Allied, ECEP	As per RCW and accreditation.

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 assigning, any eLearning course that requires 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; and
 - 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 member's 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 (3) consecutive quarters.
- 30.4 The AHE and WWCC Administration are committed to building institutional capacity pertaining to Artificial Intelligence (AI) technologies and its impact on instruction.
- A. Training around AI technologies will be a part of the mandatory college faculty professional development program. See Article 33.2.
 - B. The College agrees to provide the necessary resources to faculty for use in instruction.
 - C. The AHE/WWCC LMCC will periodically assess the effectiveness of AI initiatives, and formally suggest changes.
- 30.5 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 appointments shall be for the period specified in the 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. Special Funded Faculty are ineligible for tenure and promotion. Time spent as a Special Funded Faculty 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 two (2) committee members from Arts and Sciences division, two (2) committee members from the Workforce Education division, one (1) committee member from Transitional Studies division, one (1) committee member from Nursing and Allied Health division, and one (1) committee member from the Corrections Education division. A staff member from the Office of Instruction will serve as an ex officio member to maintain committee notes and records.
- B. The review committee shall be composed of nine (9) persons, seven (7) of whom shall be tenured faculty appointees, 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 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 full 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 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 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 (5) 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 (3) consecutive college quarters of employment (excluding 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 (1) week prior to the College's Board of Trustees meeting that falls during the probationer's eighth consecutive quarter of employment (excluding 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 Board approval of tenure, faculty will receive a one-step promotion on the salary schedule effective the beginning of the following academic year.

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 (9) consecutive quarters (excluding approved leaves of absence) for an additional one, two, or three quarters:

- A. If the Tenure Review Committee believes that the probationary faculty member needs additional time to satisfactorily complete a performance improvement plan already in progress and the Committee further believes that the probationary faculty member will complete the plan in the requisite time frame.
- B. At the conclusion of any such extension, one (1) 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 a performance improvement 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 AHE will be part of tenure purchase negotiations with any faculty member at the College.

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 with prior notification. 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 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 will focus on appraisal of the instructor's formative and summative evaluation criteria.

32.4 General Evaluation Process

A. Selection of Peer Evaluators

1. For probationary faculty, two (2) peer evaluators will be selected by mutual agreement of AHE and the Vice President of Instruction. One (1) evaluator shall be the chair; if there is no supervising 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. For tenured or annual special funding faculty, two (2) peer evaluators will be recommended by AHE and the Vice President of Instruction, and then

mutually agreed to by the instructor. One (1) 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 ten (10) instructional days 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
 - e. Student evaluations (The student evaluations from the most recent past quarter in which student evaluations were mandatory will be for the current evaluation.)
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).
 - a. The Vice President of Instruction Office will launch the electronic student evaluations during the assigned evaluation cycle. 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 classroom observations of the probationary faculty member once during each quarter of review. If a face-to-face option is not available, an online classroom evaluation will be conducted.
 1. Within the first ten (10) instructional days 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 by the chair of the Tenure Review Committee, their designee or Instruction Office staff. Orientation and training will also be provided to all evaluation team members.
- B. The evaluation packet to be reviewed by the Tenure Review Committee will include the student evaluations from the most recent past quarter in which student evaluations were mandatory.

32.6 Evaluation Timeline and Process for Tenured Faculty

- A. Tenured faculty will be formally evaluated by the Dean at least once every five (5) 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 three (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 member 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, or Spring) the evaluation will occur during the subsequent year. The Dean will notify the Office of Instruction of the timeline.
- E. Evaluation will occur according to Article 32.4.
- F. Faculty will maintain evaluation materials in their Evaluation and Promotion Canvas shell.

32.7 Evaluation Timelines and 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 extended an annual contract, and salary is calculated according to the full-time Salary Schedule in Appendix B.
- 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, with the exception that Quarter two (2) will be the Formative evaluation and Quarter three (3) the Summative evaluation.
- 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 the first year – student evaluations will be given in each class that is taught. Two (2) peer evaluations will be given. Peer evaluators will be Full-time Faculty members mutually agreed upon with the Dean.
 2. Second quarter of the first year – student evaluations will be given in each class that is taught and a self-evaluation will be completed by the special funded faculty member
 3. Third quarter of the first year – student evaluations will be given in each class that is taught and evaluation by the Dean.

32.8 Process for Evaluating Adjunct Faculty

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

2. Second quarter of instruction – 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 with mutual agreement between peer evaluator and the Dean.
 3. Third quarter of instruction – student evaluations will be given in each class that is taught, complete a self-evaluation and an observation and evaluation by the Dean.
- D. After the third quarter of instruction, an adjunct faculty member will receive a comprehensive evaluation, to include student, peer, self-evaluation, and administrative to be conducted by the Dean at least once every three (3) years.
 - E. The Dean will meet with the adjunct faculty member and review all evaluation information. Evaluation documents will be placed in the adjunct faculty member's personnel file in the Human Resources Office.

Article 33 Professional Development Program

33.1 Purpose

Our 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's, 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 all probationary, tenured, and special funding annual faculty, demonstrating a commitment to professional improvement as well as scholarly and creative endeavors throughout a faculty member's career. Within the professional portfolio, the faculty member documents their growth in 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 faculty. Such training shall not be required on holidays, weekends, or starting before 7:30 a.m. or after 4:40 p.m.;
- B. Required Hours: Faculty are expected to engage in the equivalent of twenty (20) hours of professional development (required and/or other activities) annually; and
- C. Self- Selected Professional Development Activities.

Funding:

1. The College shall budget funds every academic year to provide each Full-time Faculty member the equivalent of \$1,200.00 for professional development activities. Access to these funds does not require prior approval.

2. Faculty shall advise their supervisor by the end of Fall Quarter of their intent to use or “hold” their professional development fund allocation for each academic year.
 3. Faculty shall utilize their division’s support staff to facilitate use of their allocation.
 4. Faculty shall keep records of all their professional development activities and include them in their Professional Portfolios.
 5. Faculty (singular or as a group) may request professional development funds to facilitate larger activities above their individual allocation from their respective division/department’s pool.
 6. For pooled requests, a faculty member may grant permission for their individual allocation to be used by other Full-time Faculty, within their respective 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 of Instruction during Spring Quarter for the Vice President of Instruction’s consideration. The requests will either be approved, or denied. If the requests are denied, the faculty member(s) requesting the 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. 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 may be used for professional development activities, professional memberships, professional publications, and professional travel-related expenses. These funds may not 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 Full-time Faculty, there shall be a separate fund of at least \$20,000.00 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 Adjunct Faculty may apply together. On or after March 1st of each academic year, the Division Chairs/Leads and Deans shall meet to discuss the distribution of the unused professional development funds. Requests for more than \$1200.00 must be approved by the Vice President of Instruction 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 shall seek input from faculty within the program, department, or division to develop a collaborative and equitable distribution of funds.

- F. At the end of the academic year, any remaining professional development funds will be paid equally among Full-time Faculty with payment received September 10.

Article 34 Professional Development Committee

34.1 Purpose

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

34.2 Duties

The duties of the Professional Development Committee include the following:

- A. Recommend policies and procedures for the Faculty Professional Development Program to the President, whenever the committee deems it to be appropriate, and subject to the approval of the Association for Higher Education.
- B. Evaluate and make final recommendations for faculty College-sponsored professional development activities to the Vice President of Instruction and Human Resources.
- C. Assist in administering 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, the Vice President of Instruction or their designee, the Vice President of Human Resources or their designee, and two (2) additional administrators appointed by the President of the College. The Administrative Assistant to the Vice President of Instruction shall serve as recorder.

- A. Faculty members of the Committee shall be elected to staggered two (2)-year terms, in order that two (2) of the four (4) positions are due for election each year. Committee membership should represent a cross-section of faculty.
- B. The Committee shall elect a committee chair from its membership who will serve for a one (1)-year term. The Chair has been a faculty member. The Chair shall be responsible for:
 - a) calling Committee meetings when necessary; setting the meeting agenda; and presiding at meetings;
 - b) drafting all communications from the Committee;
 - c) maintaining the files of Committee minutes and correspondence during their term;
 - d) retaining their vote in Committee actions; and,
 - e) appointing a Vice-Chair.

Article 35 Promotion

35.1

Promotion to each step on the Faculty salary schedule occurs when a faculty member completes their current formative (year three) or summative (year five) evaluations

35.2 Promotion Authority

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

Article 36 Dismissal

36.1 Sufficient Cause

Tenured Faculty Members shall not be dismissed except for sufficient cause, nor shall a Probationary employee be dismissed prior to the written terms of their appointment except for sufficient cause. Sufficient cause for dismissal shall include, but is not limited to, the following enumerated grounds:

- A. Aiding, abetting or participating in an unlawful act;
- B. Failure to perform their professional assignment;
- C. Failure to perform an assignment, as specified by Contract;
- D. Physical or mental inability to perform duties as required for Faculty members; or
- E. Failure to act appropriately within the ethical code of Faculty as stated in the Faculty Handbook.
- F. Revocation of security clearance and pending outcome of College investigation if position is located at a Department of Corrections facility.

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 AHE; 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 Student Government Association.

36.3 Charges

- A. If the President deems there may be sufficient cause for dismissal, a pre-separation meeting shall be held. The Faculty Member shall have AHE representation. They may additionally bring representation of their choice.
- B. If the President deems sufficient cause exists, a formal charge shall be brought against the Faculty Member. The written notice shall include:
 - 1. A statement of the charges and allegations; and
 - 2. A reference to the particular District rules involved.

Copies of such notice shall go to the Vice President of Instruction, the President of the Association, and the Vice President of Human Resources.

36.4 Hearing Procedure for Dismissal

- A. The affected Faculty Member shall have ten (10) calendar days from the date of receipt of notice (personal service or certified mail receipt and email) of dismissal to make a written request (email response is sufficient) 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 the 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, an employee, or a 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 of Trustees.
- 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) calendar days of the conclusion of the hearing.
 - 3. The Dismissal Review Committee, based upon evidence presented at the hearing, shall concurrently, within the same thirty (30) calendar days, transmit a written majority recommendation including any minority recommendations 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 Faculty Member (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 due to a Reduction-in-Force. Sufficient cause for Reduction-in-Force shall mean any of the following:

- A. Elimination or reduction in financing or the elimination or reduction of a program.
- B. State Board for Community and Technical Colleges or the district 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 within this Reduction-in-Force Article 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 purposes of Reduction-in-Force, shall be identified in Appendix A. 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 Faculty shall be assigned to one (1) Lay-off Unit. Assignments to Lay-off Units shall be published by the District, prior to 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. Faculty 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 and sabbaticals. The person with the highest number of qualifying years shall be the most senior; in the case of a tie, 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 37.4.A above. An exception is that tenured Faculty who assume administrative exempt appointments subsequent to the approval of this contract shall not be entitled to count years of administrative experience when determining seniority.

37.5 Order of Reduction

If a Reduction-in-Force is determined to be necessary within a Lay-Off Unit, the order of reduction will be based on seniority. Prior to the laying off any Faculty member within an affected Unit, the following actions shall first be taken, provided there are qualified Faculty members to perform and fulfill the requirements of the Faculty position vacated by the below-mentioned resignation, retirement or leave of absence:

- A. Regular Faculty Member resignations in the same Unit shall not be filled by the College;
- B. Voluntary Faculty Member retirements from the same Unit shall not be filled by the College;
- C. Faculty on Sabbatical Leaves from the same Unit shall not be replaced for the duration of the time of the applicable Leave; and
- D. Vacant positions within the same lay-off Unit shall be filled internally by the College using internal recruitment processes.

37.6 Notification of Lay-Off

- A. When the President determines that a Reduction-in-Force is necessary and has selected the Faculty position(s) to be reduced, the President and Vice President of Human Resources shall first meet with the impacted Faculty Member to discuss the proposed lay-off with them in a personal conference in a confidential setting. This meeting 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 due to a 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 Faculty Member and is without prejudice to such employee. In addition, the College 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 Faculty Members' request for formal hearing, said Faculty Member or Faculty Members may ask to participate in choosing 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 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) shall: (a) 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 applicable policies, rules, or the collective bargaining agreement, the particular Faculty Member or Faculty 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. A Faculty Member, 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 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 Faculty Member is qualified to perform the needed duties of such position. The period of recall shall extend three (3) years after the effective date of lay-off.

37.10 Special Provisions

- A. Upon the request of a Faculty Member laid off for reasons outlined in 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 Faculty Member 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 Faculty Member 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 shall be forfeited. This Section does not apply to Faculty hired at Washington State Penitentiary after January 15, 1999.
- E. This Section applies only to Washington State Penitentiary 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 a Faculty Member does not exercise appeal rights in Article 36.4, such Faculty Member 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 Washington State Penitentiary within sixty-five (65) days of the last date of employment by the College, the cash-out payment will be repaid to the College.

- F. Upon recall, Annual contract Faculty 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 Adjunct Faculty

38.1 Fringe Benefits

Adjunct faculty 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.

38.2 Personnel Files

Adjunct faculty shall have all rights pertaining to personnel files as defined in this Contract.

38.3 Appointment Notices

- A. All adjunct and temporary educational employees upon initial hire will be issued an appointment letter which shall confirm their part-time temporary employment status.
- B. Adjunct contracts will be issued in subsequent quarters, providing there is no break in service and no change of assignment. This form will state rate of pay, total salary, and duration of the period of employment.
- C. All 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 adjunct and temporary education employees shall be paid as follows:

- A. Adjunct 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

Adjunct 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 an adjunct 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. Adjunct faculty 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 adjunct faculty 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 adjunct faculty who accrue sick leave under subsection 1a of this section.
2. Employees shall report illness to the employee's immediate supervisor at the beginning of any period of leave and daily thereafter unless prearranged. A written medical 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. Adjunct 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

Adjunct 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

Adjunct 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

Adjunct 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, adjunct 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

Adjunct faculty compensated on the full-time salary schedule shall receive illness, injury, emergency, and bereavement leave on a pro rata basis. Adjunct faculty compensated on a full-time salary schedule who teach a full load for three (3) 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 adjunct faculty who meet the following criteria:
 - 1. Must be teaching when application for funding takes place.
 - 2. Must be approved or recommended by their supervisor.
- B. Funds for this activity will be administered by the Vice President of Instruction. Adjunct faculty working at one of WWCC's contracted correctional educational facilities will be funded by Department of Corrections contract dollars.

38.11 Attendance at Professional Development Activities and Meetings

Adjunct faculty 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 Adjunct Faculty

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

Article 39 Grievance Procedure

39.1 Definition and Procedure

Prior to starting the grievance process, the parties shall make every effort to resolve any problems informally.

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 District and AHE. "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 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

Adjunct 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.

40.2 Advancement on the Full-Time Salary Schedule

- A. Advancement on the salary schedule is contingent upon completion of the year three (3) and year five (5) evaluation cycle and approval of the Vice President of Instruction.

40.3 Adjunct, Overload Faculty Salary Schedule Cooperative Education/Field Experience/Special Projects/Internship

Adjunct faculty schedule is attached as Appendix C.

- 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, communication with students.
- 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/Field Experience/Special Projects/Internship will be a flat per student rate of four (4) times the clinical full enrollment and overload adjunct rate according to Appendix C, per student.
- D. All special topics/special problems courses will be approved in advance by the Dean over the area, in consultation with the Vice President of Instruction.

40.4 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 four (4) weeks 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 Stipend Payment

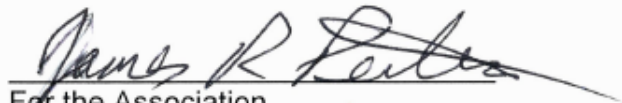
- 44.1 College in the High School (CiHS) work shall receive a stipend of five hundred dollars (\$500) per course per quarter.
- 44.2 New course development work shall receive a stipend of twenty-five (25) hours of Mode 1 pay per course. In the event that multiple faculty are creating a new course together, the stipend shall be prorated among each faculty in consultation with the Dean.
- 44.3 Upon ratification and the effective date (July 1, 2025) of this Agreement, and in recognition of Full-time Faculty's service to the College, each Full-time Faculty member shall receive a one-time stipend in the amount of one thousand seven hundred sixty-six dollars (\$1,766).

Article 45 Duration

This contract shall remain in full force and effect from July 1, 2025 to and including June 30, 2028. 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.

Parties will reconvene in January 2026 to reopen the fiscal components of the Contract.

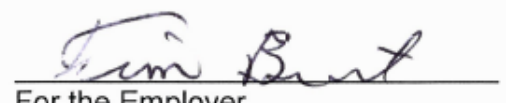
Signed March 26, 2025 at Walla Walla, Washington.



For the Association

3/26/25

Date



For the Employer

3/26/25

Date

APPENDIX A: 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. Commercial Truck Driving
16. Communications
17. Computer Technology
18. Cosmetology
19. Counseling
20. Criminal Justice
21. Diesel Equipment Mechanics
22. Drama & Speech
23. Economics
24. Enology & Viticulture
25. Family & Consumer Studies
26. Farrier
27. Health & Physical Education
28. History
29. Human Services
30. Humanities (HUM courses)
31. Irrigation Technology
32. John Deere Agricultural Technology
33. Language/Literature
34. Library
35. Math
36. Music
37. Nursing Program
38. Nutrition
39. Philosophy
40. Physics
41. Political Science
42. Precision Machining Technology
43. Production Agriculture
44. Professional Golf Management

45. Psychology
46. Recreation
47. Refrigeration & Air Conditioning Technology
48. Sociology
49. Sustainable Agriculture Systems
50. Transitional Studies
51. Turf Management
52. 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 and Commerce
2. Carpentry
3. Language/Literature
4. Mathematics
5. Nursing (Health Occupations)
6. Science
7. Sociology
8. Transitional Studies

APPENDIX B: FULL-TIME FACULTY SALARY SCHEDULE

176-Day Full-time Faculty Salary Schedule <i>(effective July 1, 2026) (incl. 2.6% COLA)</i>	
Step 1	\$ 74,930
Step 2	\$ 80,176
Step 3	\$ 85,422
Step 4	\$ 90,666
Step 5	\$ 95,912
Step 6	\$ 101,157
Step 7	\$ 106,402
Step 8	\$ 111,648

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

APPENDIX C: ADJUNCT, OVERLOAD FACULTY SALARY SCHEDULE AND LEADERSHIP PAY

Part-Time, Overload Faculty Salary Schedule (*effective July 1, 2026*) (*includes 2.6% COLA*)

Mode of Instruction	Full Enrollment and Overload Rate	Benefits Eligible for Three (3) Years Full Enrollment Rate *	Low Enrollment Rate
1 Lecture	\$ 95.96	\$ 100.76	\$ 77.24
2 Lecture/Lab	\$ 83.64	\$ 87.92	\$ 67.56
3 Lab	\$ 72.97	\$ 76.69	\$ 60.33
4 Clinical	\$ 65.68	\$ 69.08	\$ 60.33
5 Other	\$ 41.11	\$ 42.88	
6 Off-Contract/Outside of Contract	\$ 92.39		

*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

Leadership Pay

The Department Chair will receive either five (5) credit release or fifty (50) hours of Mode 1 per quarter.

The AHE President may choose reassigned time or a stipend equivalent to the cost of an instructional replacement at the five (5) credit Mode 1 per quarter.

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.

The Assessment Coordinator may choose reassigned time or a stipend equivalent to the cost of an instructional replacement at the five (5) credit Mode 1 compensation.

The Tenure Committee Chair will receive either five (5) credit release or fifty (50) hours of Mode 1 per quarter.

The Curriculum Council Chair will receive either five (5) credit release or fifty (50) hours of Mode 1 per quarter.

The Faculty Senate President will receive twenty-five (25) hours of Mode 1 per quarter.

APPENDIX D: 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, including high school programs, by representing faculty in the program.
- Collaborate with the Dean and faculty to support 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.
- Support guided pathways initiatives related to the program area.
- Collaborate with the Dean on articulation agreements with other institutions, as needed.

Program Management

- Support the Dean in program/course scheduling.
- Assist the Dean in setting program/course enrollment goals, making recommendations for enrollment targets and schedule adjustments (additions/cancelations), as appropriate.
- 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 July 1 through June 30.
- Assist the Accreditation Liaison Officer (ALO) in collecting program specific data in support of the accreditation process.
- Assist the Assessment Coordinator in collecting program specific data.
- Assist the Dean in appointing search committee chairs for faculty recruitment.

Mentorship

- Assist the Dean with onboarding and orientation of new faculty to their program.
- Advise Dean on issues pertaining to processes, appointments, reappointments, tenure, sabbatical and other leaves of absence, and non-renewals, etc.

Representation and Communication

- Ensure program representation on committees.
- Organize and hold regular program/unit meetings.
- Attend and engage in chair meetings, representing program interests while collaborating with chairs within the area, as well as the institution.
- Advise Dean, marketing, and outreach on program marketing and recruitment.
- Participate in Advisory Committee meetings, as needed.
- Additional duties or assignments as negotiated, specifically through LMCC.

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 (3) 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 three (3) year appointment, renewable through selection process every three (3) years.
- The 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.

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

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 coordinates with IT to help faculty gain expertise in the technology/software components of the WWCC Assessment Program
- Collaborates with the Vice President of Instruction and Accreditation Liaison Officer in developing a program a Program Review process for the institution.
- Assists the Vice President of Instruction and Accreditation Liaison Officer 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)

Tenure Review Committee Chair

- Duties as determined by the represented body.

Curriculum Council Chair

- Duties as determined by the represented body.

Faculty Senate President

- Duties as determined by the represented body.

MOU: Guided Pathways, High Demand, and Nursing Educator Compensation 2025-2028

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)

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 2025-2026, 2026-2027, and 2027-2028 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:

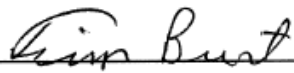
- a. Agri-Business 010101
- b. Agricultural Technology and Production Management 010201
- c. Animal Science 010302
- d. Plant and Soil Science 010304
- e. Bachelor of Applied Science – Agricultural Systems 010308
- f. Culinary Arts 120503

- g. Early Childhood Education 131210
- h. Industrial Electrical Maintenance 410301
- i. Industrial Mechanics 470303
- j. Trucking/CDL 490205

Eligible active full-time faculty will receive an annual stipend. Eligible active adjunct 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.

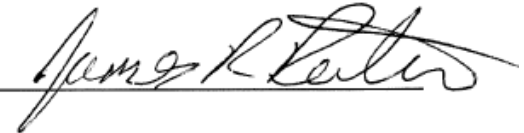
Nurse educator is defined as an employee in a position requiring a current Registered Nurse license. Nurse educator money will be utilized to continue to fund the increase of two (2) 70% nursing faculty positions to 100%, and six (6) full-time nursing faculty positions. To aid in the recruitment, hiring 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 (3) -year diminishing repayment plan. Adjunct faculty will receive a signing bonus of \$1,000 and a retention bonus of \$1,000 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 adjunct Nurse Educators compensated at the Mode 3 rate will receive the regular Mode 3 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, Assistant Dean of Nursing, and support increasing non-faculty nurse educator salaries.

For the Employer:

_____

3/26/25
Date

For the Union:

_____

3/26/25
Date

MOU: Corrections Faculty

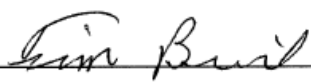
Memorandum of Understanding Between the
Board of Trustees of Community College District No. 20 and the
Walla Walla Community College Association for Higher Education (AHE)

Corrections Faculty

Whereas, the parties agreed to complete a subsection of the contract that expressly addresses Corrections Faculty within the 2025-2028 contract term.

The group that will complete this work will be the WWCC LMCC.

For the Employer:



3/24/25
Date

For the Union:



3/26/25
Date

MOU: Clarify Definition of the Term “Clinical”

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)

PURPOSE

This Memorandum of Understanding (MOU) is established to clarify the definition of the term "clinical" as used in the Walla Walla Community College AHE Faculty Contract (2025–2028) Article 29.5. This MOU is intended to resolve ambiguity and align contractual terminology with the specific definitions, instructional workload and student-to-faculty ratios detailed in Walla Walla Community College Credit Hour Administrative Procedure 6400.

BACKGROUND

1. The parties acknowledge that the AHE Faculty Contract (2025–2028) uses the term "clinical" in a manner that requires further clarification for accurate program implementation and to ensure compliance with accreditation and state regulatory requirements.
2. The parties acknowledge that Administrative Procedure 6400 provides distinct definitions for different types of student instructional experiences, specifically "Guided Practice" and "Field-Based Experience".
3. The parties recognize that the term "clinical" in the current AHE contract more accurately represents what Administrative Procedure 6400 defines as "Field-Based Experience," which may also be known as "focused practicum" in certain programs, such as nursing.
4. The parties agree that clarifying the terminology is necessary to correctly apply the appropriate instructional workload and student-to-faculty ratios, as outlined in Administrative Procedure 6400, to both types of instruction.

TERMS AND CONDITIONS

1. Clarification of Terms

For all instructional programs and for the purpose of interpreting the AHE Faculty Contract (2025–2028), the parties agree to use the definitions and corresponding ratios outlined in Administrative Procedure 6400.

Instructional Terminology Alignment Matrix

Concept / Instructional Mode	Definition (Administrative Procedure 6400)	Program Term Commonly Used	AHE Faculty Contract Term (2025–2028)	Workload Category & Ratio
Guided Practice	Students are actively engaged in practicing and mastering skills under the direct supervision of the instructor. Includes labs, studios, shops, and other skill-building activities.	<i>“Clinicals”</i> (in some nursing contexts)	Lab	Category B – Lab (AHE Contract p. 23)
Field-Based Experience (also known as Focused Practicum)	Students work with or under the direction of professional practitioners with intermittent instructor supervision . May include preceptorships.	<i>Focused Practicum</i> or <i>Field-Based Experience</i>	Clinical	Category D – Clinical (AHE Contract p. 23)

Summary of Terminology Difference

- The **AHE Contract** uses the term “**clinical**” to describe what Administrative Procedure 6400 defines as **Field-Based Experience / Focused Practicum**, *not* what many programs call “clinical.”
- The **Nursing Program** often uses the term “**clinical**” to refer to **Guided Practice**, which the AHE Contract categorizes as **Lab** (Category B).
- The MOU clarifies that for workload and contract purposes, the terms must follow **AHE Contract language** aligned with the definitions in **AP 6400**.

2. Application of Terms and Ratios

To remove ambiguity, the following terms and ratios will apply:

- **Guided Practice:** This mode of instruction refers to students being actively engaged in practicing and mastering skills under the direct supervision of the instructor. This may include labs, studios, shops, and other skill-building activities. Guided practice is currently represented as Category B (Lab) on the Full-time Instructional Workload Matrix. (AHE Faculty Contract-2025-28. p. 23)
- **Field-Based Experience (also known as focused practicum):** This mode of instruction involves intermittent supervision by an instructor and includes working with or under the direction of professional practitioners and may include preceptorships. This is the instructional mode most accurately reflected by the term "clinical" as used in the AHE Contract. Field-Based Experience (Focused Practicum) is currently represented as Category D (Clinical) on the Fulltime Instructional Workload Matrix. (AHE Faculty Contract-2025-28. p. 23)

3. Effect on AHE Faculty Contract (2025–2028)

This MOU serves as an addendum to the AHE Faculty Contract (2025–2028) and clarifies the application of the term "clinical." It does not replace or invalidate any other provisions of the contract. The parties agree that this clarification accurately reflects the intent of the contract language regarding guided practice and field-based experience and supervision.

4. Effective Date

This MOU will be effective upon the date of execution by all parties and will remain in effect for the duration of the AHE Faculty Contract (2025–2028), or until it is mutually amended or terminated in writing.

For the Board of Trustees

Name: Bill Warren

Title: Board Chair

Signature: Bill Warren

Date: 4-29-26

For the Association

Name: Jim Peitersen

Title: AHE President

Signature: Jim Peitersen

Date: 5/1/26