



All Times Are Estimates

## Agenda

Regular Meeting  
Board of Trustees, District No. 20  
Walla Walla Community College  
Wednesday, March 20, 2019

### Study Session

<b>11:00 a.m.</b>	<b>Call to Order</b> <b>Approval of Agenda</b> <i>Mr. Don McQuary, Chair</i>	<b>Action</b>	
<b>11:02 a.m.</b>	<b>Capital Projects Update</b>	<b>Discuss</b>	<b>Tab 1</b>
<b>12:15 p.m.</b>	<b>Lunch Break</b>		

All Times Are Estimates

### Board Meeting

<b>1:00 p.m.</b>	<b>Introductions</b> <u>Jerry Anhorn</u> <ul style="list-style-type: none"><li>• <b>Andre Demers, Automotive Technology Instructor</b></li></ul> <u>Brent Caulk</u> <ul style="list-style-type: none"><li>• <b>Dan Aschenbrenner, Welding Instructor, WSP</b></li><li>• <b>William "Paul" Forney, Diesel Mechanic Technology Instructor, WSP</b></li></ul> <u>Jay Entrikin</u> <ul style="list-style-type: none"><li>• <b>Ian Williams, Catering Chef &amp; Manager</b></li></ul> <u>Carol Fitzgerald</u> <ul style="list-style-type: none"><li>• <b>Danielle Combs, Office Assistant 3, WSP</b></li></ul> <u>Denise Kammers</u> <ul style="list-style-type: none"><li>• <b>John Powell, Instruction &amp; Classroom Support Tech 1, CRCC</b></li><li>• <b>Hayley Shepard, Corrections Education Navigator, CRCC</b></li></ul> <u>Johnny Watts</u> <ul style="list-style-type: none"><li>• <b>Wade Bennett, Maintenance Mechanic 2</b></li></ul> <u>Sue Willis</u> <b>Lee Grubb, Fiscal Analyst 3</b> <u>Jodi Worden</u> <b>Tracey Edwards, Event Coordinator 1</b>	<b>Discuss</b>	<b>Tab 2</b>
<b>1:20 p.m.</b>	<b>Consent Agenda</b> <i>Mr. McQuary</i> <ol style="list-style-type: none"><li>1. <b>December 19, 2018 Board Meeting Minutes</b></li><li>2. <b>Personnel Update</b></li><li>3. <b>December Financial Report</b></li><li>4. <b>January Financial Report</b></li><li>5. <b>Final Fall Quarter Enrollment Report</b></li><li>6. <b>Interim Winter Quarter Enrollment Report</b></li></ol>	<b>Action</b>	<b>Tab 3</b> <b>Tab 4</b> <b>Tab 5</b> <b>Tab 6</b> <b>Tab 7</b> <b>Tab 8</b>
<b>1:22 p.m.</b>	<b>Public Comment</b> <i>Persons wishing to express their views on any matter must sign up in advance and are limited to three minutes</i>		

1:50 p.m.	<b>AAG Presentation</b> <i>Mr. Bryan Ovens; Mr. Steven Foster</i>	Discuss	
2:10 p.m.	<b>Leadership Priorities:</b> <ol style="list-style-type: none"> <li>1. <b>Mission-Driven</b> <ul style="list-style-type: none"> <li>➤ <b>Athletics Update</b> <i>Mr. Jeff Reinland</i> <ul style="list-style-type: none"> <li>▪ <b>RCW 28B.15.120 – Board of Trustees – Annual Budget Requirements</b> <i>Mrs. Sue Willis</i></li> </ul> </li> </ul> </li> <li>7. <b>Improve Risk Management, Policy Development, and Emergency Preparedness</b> <ul style="list-style-type: none"> <li>➤ <b>Second Read and Adoption: WAC 132T-175 Public Records</b> <i>Mrs. Sherry Hartford</i></li> </ul> </li> </ol>	Discuss	
		Discuss	Tab 9
		Action	Tab 10
2:40 p.m.	<b>Oral Reports</b> <ul style="list-style-type: none"> <li>• <b>Student Government Association Activity Report</b> <ul style="list-style-type: none"> <li>➤ <b>Walla Walla Campus</b> <i>Mr. Rick Aguilar</i></li> </ul> </li> </ul>	Discuss	
2:45 p.m.	<b>Consider Approval of Addition of 2% COLA and Family Medical Leave to President’s Contract</b> <i>Mrs. Hartford</i>	Action	Tab 11
2:55 p.m.	<b>Recess to Executive Session to Discuss Faculty Negotiations</b>	Discuss	
3:25 p.m.	<b>Consider Approval of 2019-2022 Contract between the Board of Trustees of Community College District No. 20 and the Walla Walla Community College Association for Higher Education</b> <i>Mrs. Hartford</i>	Action	Tab 12
3:35 p.m.	<b>Board Reports/Remarks</b> <ul style="list-style-type: none"> <li>• <b>ACT Winter Conference</b></li> </ul>		
3:45 p.m.	<b>New and Unscheduled Business</b>	Discuss	
3:55 p.m.	<b>Adjourn</b>		

**Walla Walla Community College**

500 Tausick Way  
Walla Walla, WA 99362-9267  
(509) 522-2500  
FAX (509) 527-4480

DATE: March 14, 2019  
TO: Board of Trustees  
FROM: Davina Fogg, Vice President of Administrative Services  
RE: Capital Projects Update

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Included with this memo is the 2018-19 Capital Budget Status Report for February 2019.

We are fast approaching the end of the current biennium, which means that funding for the 2017-19 state appropriated projects must be fully spent by June 30, 2019. The only exception to that rule is the Science & Technology Building Design funding (4Z9N) which is automatically carried over into the next biennium.

Approximately two weeks ago we received approval from SBCTC to shift unspent Site Repair project money to create four new, much needed, Site Repair projects. We will share additional information on the new site repair projects that have just kicked-off, as well as provide an update on the Building D renovation project (4Z9H) that started construction in early February 2019.

In addition to those updates, we plan to begin the 11:00 study session with a presentation from NAC Architecture on the Walla Walla Student Recreation Center project. This major capital project is on track having just completed Schematic Design and moving into Design Development with a half-day meeting on March 13<sup>th</sup>. NAC's presentation is included under Tab 1 with time allotted for questions and discussion.

We plan to spend the 11:00 study session at the March 25<sup>th</sup> Board meeting focused on the two other major projects, which are the Clarkston Student Legacy project and the Science & Technology Building project.



# Walla Walla Community College

500 Tausick Way  
Walla Walla, WA 99362  
(509) 522-2500  
FAX (509) 527-4480

March 14, 2019

From: Davina Fogg  
Vice President of Administrative Services

Re: 2018-2019 Capital Budget Status Report - February 2019

Type	Code	Project Classification & Title	Budget	Encumbrances	Expenditures	Balance
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## 2017-2019 Appropriations

S	4Z9J	2017-19 Repairs and Minor Improvements	\$ 436,013	\$ 235,111	\$ 52,564	\$ 148,338
S	4Z9C	2017-19 FR - Repair/Replace Chillers (Multi Bldgs)	\$ 341,000	\$ 320,895	\$ 20,106	\$ -
S	4Z9D	2017-19 FR - HVAC Clarkston, Main Bldg.	\$ 144,000	\$ 6,727	\$ 137,273	\$ -
S	4Z9P	2017-19 FR - Replace 7 HVAC Rooftop Units, Bldg. D	\$ 144,000	\$ 13,385	\$ 130,615	\$ -
s	4Z9Q	2017-19 FR - Replace Roof, Bldg. D	\$ 54,000	\$ -	\$ 54,000	\$ -
S	4Z9L	2017-19 SR - Replace Water Lines (Multi Bldgs)	\$ 322,183	\$ -	\$ 322,029	\$ 154
S	4Z9M	2017-19 SR - Replace Pedestrian Paths	\$ 107,817	\$ -	\$ 107,817	\$ -
S	4Z9R	2017-19 SR - ADA Improvements to Entry/Pathways	\$ 50,000	\$ -	\$ -	\$ 50,000
S	4Z9S	2017-19 SR - Demolish Women's Center	\$ 59,000	\$ 3,570	\$ -	\$ 55,430
S	4Z9T	2017-19 SR - Repair Irrigation Pumphouse	\$ 85,000	\$ -	\$ -	\$ 85,000
S	4Z9U	2017-19 SR - ADA/Safety, Bldg. D Parking	\$ 115,000	\$ -	\$ -	\$ 115,000
S	4Z9N	2017-19 Science & Technology Building Design **	\$ 119,947	\$ 69,525	\$ 89,134	\$ (38,712)
S	4Z9H	2017-19 MW - Renovation, Bldg. D	\$ 837,000	\$ 522,379	\$ 163,163	\$ 151,458
		<b>TOTAL</b>	<b>\$ 2,814,960</b>	<b>\$ 1,171,592</b>	<b>\$ 1,076,701</b>	<b>\$ 566,667</b>

## Student Funded

C/VW	4Z25	Walla Walla Student Recreation Center - COP	\$ 7,500,000	\$ 416,574	\$ 25,995	\$ 7,057,431
C/VC	4Z26	Clarkston Legacy Project - COP	\$ 1,200,000	\$ -	\$ -	\$ 1,200,000
		<b>TOTAL</b>	<b>\$ 8,700,000</b>	<b>\$ 416,574</b>	<b>\$ 25,995</b>	<b>\$ 8,257,431</b>

		<b>TOTAL ALL FUNDS</b>	<b>\$ 11,514,960</b>	<b>\$ 1,588,165</b>	<b>\$ 1,102,696</b>	<b>\$ 8,824,099</b>
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## Fund Types:

S - State Appropriations L - Local G - Grant C - Certificate of Participation

VW - Voted Facility Fee-WW VC - Voted Facility Fee-Clarkston

## Project Classifications:

FR - Facility Repair SR - Site Repair RR - Roof Repair MW - Minor Works

\*\* Upon completion of project pre-design in April 2019, State Board will release the full design appropriation total of \$1.156 million.  
This appropriation continues through the 2019-21 biennium.





# Project History

## 2016 ASB Legacy Vote

- » \$7M Student Recreation Center
- » Added \$5 per credit / \$9 per credit total
- » Ideas for the Recreation Center
  - Gymnasium with 1 or 2 Basketball Courts
  - Large Fitness Center and Weight Room
  - Exercise Studio for Aerobics, Dance, Yoga
  - 2-lane Indoor Running/Walking Track
  - Locker Rooms



# Original Program

## New Facility, \$7 million Project Cost

PROGRAM AREA		SF	Const. Cost/sf	Construction Cost
<b>Activity Areas</b>				
1	Fitness Center with Reception, Storage	4,500	\$180	\$810,000
2	Gymnasium - (1) 84 ft. Court + 6 ft., 26 ft clear	6,200	\$180	\$1,116,000
3	Cardio / Dance Room	1,500	\$190	\$285,000
4	Men's Locker Room	800	\$270	\$216,000
5	Women's Locker Room	800	\$270	\$216,000
6	(1) Assisted Changing Rooms	200	\$235	\$47,000
7	General Storage	400	\$165	\$66,000
8	Elevated Track (2 lane Integrated with Gymnasiums)	0	\$180	\$0
SUB-TOTALS		14,400	sf	\$2,756,000
<b>Other Spaces</b>				
9	Classroom	0	\$180	\$0
10	(2) Offices	300	\$180	\$54,000
11	Laundry Room	120	\$165	\$19,800
12	Elevator	-	-	\$50,000
13	Custodial	80	\$165	\$13,200
14	Mechanical & Electrical	800	\$165	\$132,000
SUB-TOTALS		1,000	sf	\$269,000
<b>TOTAL S.F.</b>		<b>15,400</b>	<b>sf</b>	<b>3,025,000</b>
15% CORE & CIRCULATION SPACES		2,310	\$180	\$415,800
<b>TOTAL BUILDING S.F.</b>		<b>17,710</b>	\$194	<b>\$3,440,800</b>
<b>Site Development (Allowance)</b>			+	<b>\$410,000</b>
<b>Design Contingency</b>		10%	+	<b>\$344,080</b>
<b>Permit and Plan Review</b>				<b>\$32,000</b>
<b>Total Construction Cost</b>			\$239	<b>\$4,226,880</b>
<b>Construction Escalation (from C100)</b>				<b>\$277,162</b>
<b>Total Construction Cost (with Escalation to 2017)</b>			\$254	<b>\$4,504,042</b>
Project Soft Costs:				
WSST @ 8.9% (from C100)		(from C100)	\$	441,021
Construction Contingency (CO's, unforeseen conditions)		(from C100)	\$	451,243
Consultant Services (from C100)		(from C100)	\$	1,032,689
Art Work		0.0%	\$	-
Agency Project Administration		(from C100)	\$	152,992
Other Costs		(from C100)	\$	47,573
Sub-Total		47.2%	\$	2,125,518
<b>Total Project Cost (Without FF&amp;E)</b>				<b>\$6,629,560</b>
FF&E Allowance (\$700,000 + escalation & sales tax) (General Building, Recreational & Fitness Equipment)		(from C100)	\$	805,980
<b>Total Project Cost (Including FF&amp;E)</b>				<b>\$7,435,540</b>

Percentages shown under Project Soft Costs category are based on the Total Construction Cost.



# Campus Master Plan





# Program Options

## 1 ELEVATED TRACK

Program Spaces	Total
GYM and MULTIPURPOSE COURTS 1- 84' X 50' court and storage	6,450
ELEVATED TRACK 2- 3 foot lanes about 400' long (13 laps/mile)	2,450
FITNESS CENTER Cardio-Weights-Turf and storage	2,250
EXERCISE STUDIO multipurpose space w/ wood floor and storage	1,350
SOCIAL SPACES Limited social space in each area, no additional dedicated social space	0
SUPPORT SPACES Entry lobby, Reception and Offices Changing rooms, Showers and Restrooms  Mechanical and Electrical	5,946
TOTAL	18,446

## 2 ACCELERATION LANES

Program Spaces	Total
GYM and MULTIPURPOSE COURTS 1- 84' X 50' court and storage	6,450
ELEVATED TRACK 3- 3'-4" wide X 40 yard long lanes	1,200
FITNESS CENTER Cardio-Weights-Turf and storage	3,125
EXERCISE STUDIO multipurpose space w/ wood floor and storage	1,750
SOCIAL SPACES Limited social space in each area, no additional dedicated social space	0
SUPPORT SPACES Entry lobby, Reception and Offices Changing rooms, Showers and Restrooms Stairs and Elevator Mechanical and Electrical	5,949
TOTAL	18,474

## 3 DOUBLE GYM

Program Spaces	Total
GYM and MULTIPURPOSE COURTS 1- 84' X 50' main court, 2- 74' X 48' courts and storage	10,360
ELEVATED TRACK No track	0
FITNESS CENTER Cardio-Weights-Turf and storage	2,250
EXERCISE STUDIO No Exercise Studio	0
SOCIAL SPACES Limited social space in each area, no additional dedicated social space	0
SUPPORT SPACES Entry lobby, Reception and Offices Changing rooms, Showers and Restrooms Stairs and Elevator Mechanical and Electrical	5,960
TOTAL	18,570

## 4 SOCIAL SPACES

Program Spaces	Total
GYM and MULTIPURPOSE COURTS 1- 84' X 50' court and storage	6,450
ELEVATED TRACK No track	0
FITNESS CENTER Cardio-Weights-Turf and storage	3,250
EXERCISE STUDIO multipurpose space w/ wood floor and storage	1,750
SOCIAL SPACES 500 SF additional social space distributed throughout plus 500 SF dedicated space	1,000
SUPPORT SPACES Entry lobby, Reception and Offices Changing rooms, Showers and Restrooms Stairs and Elevator Mechanical and Electrical	5,940
TOTAL	18,390

# Final Program

## PROGRAM FINAL

### WWCC Student Recreation Center

#### 2 story Option with added Social Spaces (previously Option 4)

January 21, 2019

	<b>Total Area</b>	<b>18,390 SF</b>
	<b>Original Program Area</b>	<b>17,710 SF</b>

Program Spaces	Quantity	SF	Total	Notes
<b><u>Fitness/Recreation</u></b>				
Gymnasium/Multipurpose	1	6,200	6,200	100' X 62' gym with 84' X 50' court
Storage	1	250	250	adjacent to gym
Fitness Center	1	3,000	3,000	weights and cardio area (Whitworth 3900 SF)
Storage	1	250	250	adjacent to Fitness Center
Multipurpose Exercise Studio	1	1,500	1,500	
Storage	1	250	250	adjacent to Exercise Studio
Social Spaces- distributed	1	500	500	social niches, alcoves, benches throughout
Dedicated Social Space	1	500	500	
SUBTOTAL			12,450	
<b><u>Support Spaces</u></b>				
Entry Lobby/ Vestibule	1	450	450	includes soft seating area
Reception Desk/ Nutrition Bar	1	200	200	access control point, equipment check-out, snacks
Director Office	1	150	150	
Staff Area	1	60	60	personal storage for staff
Universal Changing Rooms	7	80	560	
Restrooms	2	200	400	
Universal Restrooms	2	80	160	
Laundry	1	120	120	
Custodial	1	120	120	
Mech/Elec/Telecomm Rooms	1	900	900	confirm systems and area
Stairs (2)/ Elevator/ Elevator Machine Room	1	850	850	
SUBTOTAL			3,970	
FACILITY SUBTOTAL			16,420	
Circulation/Walls/Chases	1	12.0%	1,970	assume 12% non-programmed area
TOTAL SF			<b>18,390</b>	
<b><u>Outdoor Spaces</u></b>				
Outdoor Fitness and Exercise				no indoor SF assigned to outdoor fitness and recreation spaces
Outdoor Courts				
Outdoor Patio/ Sun Deck				



# First Floor Plan



FIRST LEVEL PLAN

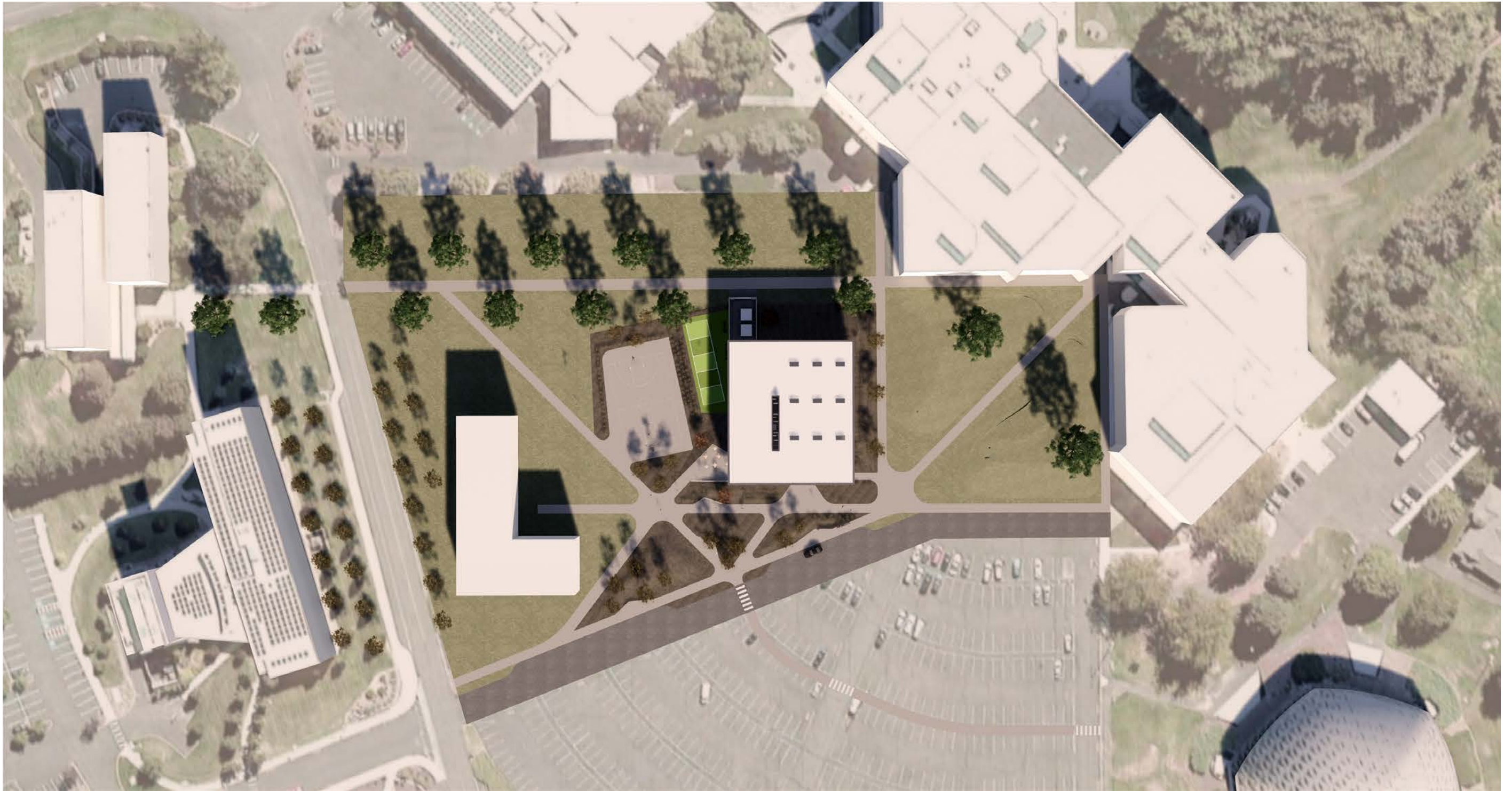
- ACTIVE FITNESS / REC
- DEDICATED SOCIAL SPACE
- PASSIVE SOCIAL SPACE
- SUPPORT SPACE

# Second Floor Plan





# Site Plan





# Aerial - Looking Southeast





## Exterior - Looking Northeast





## Exterior - Looking North toward Entry





## Exterior - Looking Southeast





## Exterior - Looking South





## Gym - Looking toward Fitness





# Social Area





## Second Floor Fitness Area





# Main Stair, Reception, Fitness and Social Space





# First Floor Fitness Area





## Second Floor Fitness Area



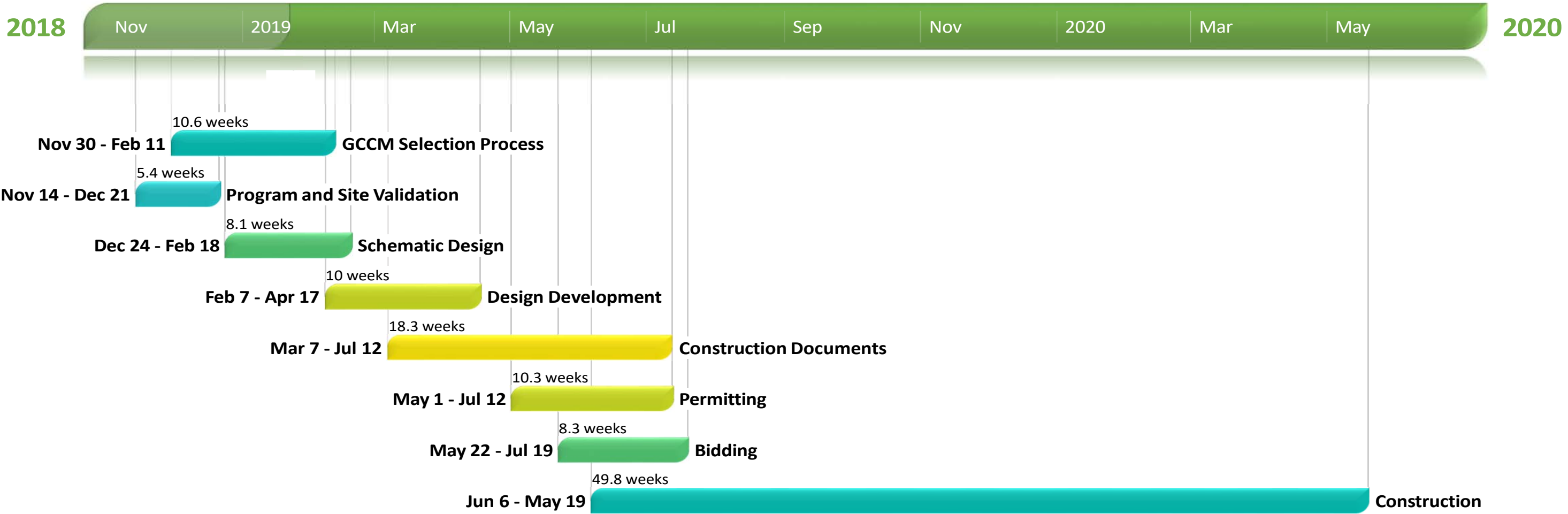


## Second Floor Studio





# Project Schedule - Overall







## Walla Walla Community College Board of Trustees Meeting March 20, 2019

### Introductions

#### Jerry Anhorn

- **Andre' Demers, Automotive Technology Instructor**

Andre has been involved in the Automotive Repair industry since 1989 as both a Service Technician and as an Instructor. He comes to WWCC having served as the Technical Team Leader and Automotive Instructor at the NASCAR Technical Institute in North Carolina since 2004 where he earned the honor of "Instructor of the Year" in 2005. Andre is ASE Master Certified in all aspects of automotive repair, is an accomplished welder, and is "fluent" in tailpipe gas analysis, scan tools, lab scopes, and ignition scopes.

#### Brent Caulk

- **Dan Aschenbrenner, Welding Instructor, WSP**

Dan is a 36-year veteran of the welding industry and is renowned for having high expectations and a passion for quality work. Dan has experience working with government contracts and maintaining a AAA rating for extremely high levels of quality work, professional planning, and delivery on all required government contract deliverables. He has experience in both private and public institutions in supervising and training in day-to-day welding, safety, maintenance, and electrical and fabrication operations. Dan also volunteers in his community as a committee member of the Ag Shop program at Dayton High School and is a former board member of Rainier School District.

- **William "Paul" Forney, Diesel Mechanic Technology Instructor, WSP**

Paul is a graduate of the WWCC Ag Diesel program and a 34-year veteran of diesel mechanic repair and diagnosis. His skill is renowned by area professionals as second-to-none. Paul has earned this respect through consistent, high quality work in the industry in our community. Paul has kept himself current in emerging trends and industry updates through an aggressive on line in-service model, workshops, and conferences.

#### Jay Entrikin

- **Ian Williams, Catering Chef & Manager**

Ian Williams was born and raised in Walla Walla and realized at a young age that he had a passion for food. Ian has spent the past 11 years developing his passion and love for serving people and making them feel good. He has spent this time working and strengthening his food philosophy, leadership skills and management style in the most highly regarded kitchens in the area. He has worked in management capacity as Chef de Cuisine at Saffron Mediterranean Kitchen and the Walla Walla Bread Company. Under the tutelage of two of the top chef/owners in the area, he learned to ensure a positive work environment through effective, present, and approachable leadership.

#### Carol Fitzgerald

- **Danielle Combs, Office Assistant 3, WSP**

Danielle obtained an AAAS in accounting and AA in General Studies from Walla Walla Community College. Her most recent position as Office Assistant in WWCC's Continuing Education department helped her to hone the skills that will make her transition to the North Campus seamless. In Danielle's role in the Continuing Education Department, she worked in Student Management Systems (SMS) as well as processing the department credit card reporting and Travel Authorizations. Having an Office Assistant come on board who already knows that system will be a great asset to the Corrections Education program at WSP. Danielle possesses great customer service skills, a strong work ethic, and a passion for WWCC.



#### Denise Kammers

- **John Powell, Instruction & Classroom Support Tech 1, CRCC**

John joins the college after extensive experience in the private sector. He brings a wealth of knowledge from his ten plus years warehouse experience and seven years experience as an internal auditor at a tribal casino. John was honorably discharged from the Navy after spending four years as a Navy Gunner. He also has extensive experience inside a correction facility as a volunteer. He enjoys trying to make our communities safer through working with inmates as an instructional tech for WWCC and as a volunteer. Faculty, staff, and students have found John to be an amazing asset to our program. His positive attitude and work ethic is a welcome addition.

- **Hayley Shepard, Corrections Education Navigator, CRCC**

Hayley Shepard has worked at Tri Cities Work Release for the past 15 years as the administrative support for Work Release. Prior to that, she worked at the Washington State Penitentiary and at Coyote Ridge Corrections Center. At Work Release, Haley established a relationship with community members to help develop clear pathways for offenders back into the Tri Cities area. She is actively involved in the community screening committee and continues to develop a thorough process for screening of possible residents. Hayley worked with department staff, residents, and community members for employment and education placement. Haley fostered strong, positive relationships throughout the State of Washington and the local community. She has extensive history working with the offender population and is extremely familiar with the parameters to which staff working in this environment must adhere.

#### Johnny Watts

- **Wade Bennett, Maintenance Mechanic 2**

Born and raised in the Walla Walla valley, Wade attended Waitsburg schools and graduated from Waitsburg High School before taking a year of energy systems training at WWCC, at which point he decided to join a plumbing apprenticeship through a local plumbing company in Walla Walla. After obtaining his journeyman plumber license he went into business for himself plumbing new custom homes, wineries and small commercial buildings. After eight years of self-employment, Wade felt ready for a change and a new challenge, which led him back to WWCC as a Maintenance Mechanic 2.

#### Sue Willis

- **Lee Grubb, Fiscal Analyst 3**

Lee is a former employee by Walla Walla Community College; originally as an Office Assistant in Student Services and later advancing to Assistant Director of Financial Aid. Lee spent the last three years in the main office of the Walla Walla Public School District. Lee's understanding of the College combined with her payroll experience and technology skills have made for an easy transition into the position of Budget Accountant.

#### Jodi Worden

- **Tracey Edwards, Events Coordinator 1**

Tracey spent the last three years at Gesa Power House Theatre organizing their events. Her official title there was Technical Director; however, she took on additional duties, which included event permitting, rental contracts and insurance. She remains confident and calm in fast-paced, stressful environments and has the ability to work well in a "boots on the ground" environment where she meets with the guests and works with them all the way until the event is over. She is responsible for moving and setting up the tables, decorating, and making last minute decisions....a perfect fit for what we do here.



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

The Board of Trustees of Community College District No. 20 met in regular session on December 19, 2018, in the Board Room on the Walla Walla Community College Walla Walla Campus. Mr. Don McQuary called the meeting to order at 1:00 p.m.

**Trustees present:** Mr. Don McQuary  
Mr. Tim Burt  
Mrs. Darcey Fugman-Small  
Mr. Sergio Hernandez  
Mr. Bill Warren

**Administrators present:** Dr. Derek Brandes, President  
Mr. Doug Bayne, Vice President, Advancement  
Mrs. Davina Fogg, Vice President, Administrative Services  
Mrs. Sherry Hartford, Vice President, Human Resources  
Dr. Chad Hickox, Vice President, Instruction  
Mr. Jerry Anhorn, Dean, Workforce Education  
Ms. Nadine Barragan, Director, Student Life  
Mr. Brent Caulk, Dean, Corrections Education, WSP  
Ms. Lisa Chamberlin, Director, eLearning  
Ms. Jessica Cook, Executive Director, WWCC Foundation  
Ms. Carol Fitzgerald, Assistant Dean, Corrections Education, WSP  
Ms. Denise Kammers, Interim Dean, Corrections Education, CRCC  
Mr. Rod Lipscomb, Director, Campus Life  
Dr. Richard Middleton-Kaplan, Dean, Arts & Sciences, Extended Learning, Human & Social Services, & Criminal Justice  
Dr. Chad Miltenberger, Dean, WWCC Clarkston Campus  
Ms. Susan Pearson, Interim Dean, Transitional Studies  
Dr. Nick Velluzzi, Executive Director, Institutional Effectiveness  
Ms. Cindy Walker, Assistant Dean, Workforce Education & Applied Bachelor's Programs

**Also present:** Mr. Rick Aguilar, President, Walla Walla Campus SGA  
Ms. Jerri Ramsey, Recording Secretary



**Approval of Agenda.** Dr. Brandes requested the agenda be amended with the removal of the item calling for a recess to Executive Session.

Mr. Burt moved and Mr. Hernandez seconded to approve the agenda for the December 19, 2018 Board of Trustees meeting as amended. *Motion carried.*

**Introductions.** The following new employees and employees in new positions were introduced to the Board:

- Viridiana Colin, Program Assistant
- Nadine Barragan, Director of Student Life
- Rod Lipscomb, Special Assistant to the Vice President of Human Resources
- Denise Kammers, Interim Dean, Corrections Education, CRCC
- Ellen Dougherty, Program Assistant
- Dr. Logan Higgins, Microbiology Instructor
- Dr. Wesley Maier, Criminal Justice Instructor
- Dr. Anthony Smith, Physical Science Instructor
- Dr. Chris Sorensen, Chemistry Instructor
- Justin Speer, Head Baseball Coach/HPER Instructor
- Carlo Calvillo, Corrections Education Navigator, WSP
- John Haid, Program Coordinator, WSP
- Victoria Killian, Medical Assisting Practicum Coordinator
- Tamera Loveday, Instruction & Classroom Support Technician 3
- Matthew Baker, Maintenance Custodian
- Karl Blackmore, Maintenance Mechanic 2
- Patrick Mackler, Grounds & Nursery Services Specialist 2

**Consent Agenda.**

Mr. Hernandez moved and Mrs. Fugman-Small seconded that the consent agenda items be approved or accepted, as appropriate: 1) November 14, 2018 Board Meeting Minutes; 2) Personnel Update; 3) November Budget Status Report; and 4) Interim Fall Quarter Enrollment Report. *Motion carried.*

**Leadership Priorities:**

**2. Strengthen Student Enrollment – Recruitment, Retention, and Outcomes and Improve Student Intake and Financial Aid Processes**

**a. Enrollment Strategy Report.** Dr. Brandes highlighted the initial goals of the Enrollment Management Oversight Group, including decreasing or eliminating self-inflicted wounds creating enrollment barriers, increasing SAI points, developing segmented marketing strategies, and others. Dr. Velluzzi explained the subcommittees and task forces that were formed from the Enrollment Management Oversight Group, including the Fixers, Outreach Task Force, Communications and Messaging, Support for Undocumented Students, and the Savers.



Tessa Kimball highlighted examples of enrollment barriers and solutions, identified by the Fixers, and how the new portal aided in identifying some barriers. Nadine Barragan reviewed efforts underway to educate the college on how to support undocumented students. Doug Bayne touched on the overall coordination of outreach efforts.

i. **Outreach Report.** Ruben Hernandez and Miguel Nunez highlighted some of the activities the Walla Walla and Clarkston Campuses Outreach groups had engaged in during the 2018 Fall Quarter, including participating in career fairs, visiting campuses, and making classroom presentations; reviewed future events and potential partnerships; and highlighted new marketing efforts.

ii. **New Enrollments**

1) **Criminal Justice.** Tim Toon reported the 2018-19 enrollment in the Criminal Justice program was exceeding the goal and reviewed marketing and outreach activities to-date and those planned for the future.

2) **BAS Degree.** Cindy Walker reviewed the current and predicted enrollments in both the BAS in Sustainable Agricultural Systems and the BAS in Applied Management and Entrepreneurship; highlighted the updated BAS website and future outreach plans; and shared reactions from students about the two new programs.

iii. **American Dream Academy.** John Hibbitts highlighted the origin of the American Dream Academy and WWCC's efforts to increase Latino student recruitment and retention; describing the various means to involve the families of Latino students and grow the Latino community college-enrolling culture.

### 3. Advocate and Prepare for Upcoming WWCC Capital Projects

a. **Capital Projects Update.** Davina Fogg reported two corrections to the Capital Project Summary Form included in the packet, as indicated below:

Capital Project Summary Form				
As of 12/13/2018, see footnote below for further information.	Building D	Science & Tech	Recreation Center	Clarkston Legacy
<p>6/30/19 →</p> <p>Unique Considerations/Hurdles</p>	<p>90% of funds must be spent by 6/30/18, construction will occur during Winter &amp; Spring Quarters, Phase 1 to Phase 2 transition will occur over a weekend, vacating classrooms &amp; 3-4 offices during each Phase, carpet &amp; paint is a summer project, WWCC procured some items to meet the tight schedule (1st floor: classrooms 104-109, impacts offices 12-14, 19) (2nd floor: classrooms 205-211, impacts offices 31-33, 49)</p>	<p>2021</p> <p>Design Phase is funded but construction funding won't likely be approved until July 2023, we have to stick to the original PRR project schedule until Spring 2018 - just in case, splitting up the Sciences is unfortunate, demolition of 3 old buildings was part of the PRR "replacement" plan</p>	<p>Planned location is directly South of the Science &amp; Tech Bldg, the Recreation Center will be completed first, a charrette with both architect teams is scheduled to discuss site prep, surveying &amp; building positioning, will have 2 bid packages so site work &amp; foundation may begin 6/2019, need to confirm student fee revenues still support estimated debt service payments</p>	<p>Project scope is still evolving, student activity space/office space is desired by the students, at least 2 classrooms in the main building will be needed for the renovation, need to confirm student fee revenues still support estimated debt service payments</p>

Mrs. Fogg provided an overview and status report on each of the current capital projects: Building D Renovation; Science & Tech Building construction (Walla Walla Campus); Recreation Center construction (Walla Walla Campus); and the Clarkston Legacy Project (Clarkston Campus).

## **7. Improve Risk Management, Policy Development, and Emergency Preparedness Board Policy Development Calendar**

### **a. Policy Development**

i. **First Reading: WAC 132T-175 Public Records.** Sherry Hartford reviewed the proposed revisions to WAC 132T-175 Public Records for Walla Walla Community College; noting state law regarding public records had changed and, as a public agency, the college is required to update and codify its rules. Because the proposed revisions are based on, and do not exceed the scope of, model rules established by the Attorney General's Office, codification can be completed by an expedited process in lieu of a public hearing. Mrs. Hartford reported the proposed rule was posted on the college's web site for a thirty-day comment period and, as no comments were received, it was being presented to the Board as a first reading. It will come to the Board at its next regular meeting for final adoption before submitting to the Office of the Code Reviser for a thirty-day waiting period before it becomes effective.

ii. **Second Reading: Board of Trustees Policies – Executive Limitations Policies:**

- 1) Asset Protection – Policy EL-1001**
- 2) Communication/Counsel to the Board of Trustees – Policy EL-1002**
- 3) Compensation and Benefits – Policy EL-1003**
- 4) Emergency Succession – Policy EL-1004**
- 5) Fiduciary Responsibility/Financial Condition – Policy EL-1005**
- 6) Financial Planning/Forecasting – Policy EL-1006**
- 7) General Executive Accountability – Policy EL-1007**
- 8) Treatment of Employees – Policy EL-1008**
- 9) Treatment of People – Policy EL-1009**

Dr. Brandes presented the second reading of the Board of Trustees Policies – Executive Limitations Policies and noted the only change since the first reading at the November 14, 2018 Board of Trustees meeting was the addition of the word "real"

Mrs. Fugman-Small moved and Mr. Burt seconded that the following Board of Trustees Policies - Executive Limitations Policies -- be approved as presented, attached, and made a part of these minutes: 1) Asset Protection – Policy EL-1001; 2) Communication/Counsel to the Board of Trustees – Policy EL-1002; 3) Compensation and Benefits – Policy EL-1003; 4) Emergency Succession – Policy EL-1004; 5) Fiduciary Responsibility/Financial Condition – Policy EL-1005; 6) Financial Planning/Forecasting – Policy EL-1006; 7) General Executive Accountability – Policy EL-1007; 8) Treatment of Employees – Policy EL-1008; 9) Treatment of People – Policy EL-1009.  
*Motion carried.*

**President's Report.** Dr. Brandes provided an update on legislative matters, including the Governor's recently released budgets, funding for capital projects, competitive salary system-wide "ask," etc.



**Oral Reports.**

- **Walla Walla Campus Associated Student Government Activity Report.** Rick Aguilar, President of the Walla Walla Campus ASG, highlighted recent activities, including the completion of a voter registration drive; work on an updated constitution; participation in the CRCC Student Voice book club; and work on the student budget.
- **Budget Update.** Mrs. Fogg provided an operating budget update and reviewed the challenging factors involved in creating a balanced 2019-20 budget, including current year revenue declines, the Allocation Model, the 2019-21 biennial budget, and underfunded cost of living increases.

**Board Reports/Remarks.** None.

**New and Unscheduled Business.**

- Mrs. Fogg reported the State Auditor's Office would begin an audit in early January and would be requesting an audit entrance conference.
- Jerry Anhorn reported Tyson Fresh Foods had approached the College about the possibility of doing some electrical energy training for them.

**Public Comment.** None.

**Adjourn.** The meeting adjourned at 3:52 p.m.

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Derek R. Brandes, President

ATTEST:

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Mr. Don McQuary, Chair  
Board of Trustees

**Walla Walla Community College  
Board of Trustees Policy  
Executive Limitations: Asset Protection  
Policy Number: EL-1001**

The President shall protect, maintain, and manage the risks of College assets.

The President shall:

1. Minimize the exposure of the organization, its Board, or employees, to claims of liability.
2. Receive, process, or disburse funds and use state resources under controls that can be successfully audited.
3. Safeguard the organization's public image and credibility to further the accomplishment of the College mission.
4. Provide adequate protection against theft and casualty.
5. Establish disaster- and emergency-management plans.
6. Reasonably maintain college facilities and equipment.
7. Invest funds in a manner that will provide maximum security with the highest investment return, while meeting the daily cash flow demands of the College and confirming to all state and local statutes governing the investment of public funds.



**Walla Walla Community College**  
**Board of Trustees Policy**

**Executive Limitations: Communication/Counsel to the Board of Trustees**  
**Policy Number: EL-1002**

The President shall keep the Board of Trustees adequately informed.

The President shall:

1. Submit monitoring reports and other key data in a timely, accurate, and understandable fashion, directly addressing provisions to the Board policies being monitored.
2. Keep the Board informed of relevant trends, anticipated adverse media coverage, actual or anticipated legal actions, or material external and internal changes, particularly changes in the assumptions upon which any Board policy has previously been established.
3. Advise the Board, if in the President's opinion the Board is not in compliance with its own policies on Governance, Process, and Board-Staff Relationships, particularly in the case of Board behavior that is detrimental to the working relationship between the Board and the President.
4. Present accurate and complete information that is concise, current, and relevant.
5. Provide a mechanism for official Board communication.
6. Communicate with the Board as a whole, except when fulfilling individual requests for information.
7. Report in a timely manner any actual or anticipated noncompliance with any policy of the Board.

**Walla Walla Community College**  
**Board of Trustees Policy**  
**Executive Limitations: Compensation and Benefits**  
**Policy Number: EL-1003**

The President shall ensure the fiscal integrity and public image of the College with respect to compensation and benefits to employees, consultants, or contract workers.

The Board of Trustees reserves the authority to change the compensation and benefits of the President.

The President shall not promise or imply permanent or guaranteed employment to anyone in the College.



**Walla Walla Community College**  
**Board of Trustees Policy**  
**Executive Limitations: Emergency Succession Policy**  
**Policy Number: EL-1004**

The Board and President shall periodically review and discuss an emergency presidential succession plan. The purpose of the plan is to ensure the president's duties in organizational leadership, program development, program administration, operations, board of trustee relations, financial operations, resource development, and community presence are performed during a significant absence.

In order to protect the Board from the sudden loss of presidential services, the President shall have at least two other executives familiar with board and presidential matters and processes in the event of a sudden loss of presidential services.

The President shall routinely furnish the board with the name(s) and title(s) of the executive(s) familiar with board and presidential matters and processes.

**Walla Walla Community College**  
**Board of Trustees Policy**  
**Executive Limitations: Fiduciary Responsibility/Financial Condition**  
**Policy Number: EL-1005**

The Board of Trustees reserves the authority to set policies for and review the financials and associated status for the College, at a frequency determined by the Board. The President shall prevent the development of fiscal jeopardy or material deviations from the Board-approved budget.

The President shall:

1. Expend only those funds that have been approved by the Board (via policy decisions) in the fiscal year, unless the Board's approval to do otherwise has been obtained.
2. Not expend more funds than have been received in the fiscal year to date, plus the accumulated Reserve, unless the Board-approved debt guideline is met.
3. Not incur debt in an amount greater than which can be repaid by certain and otherwise unencumbered revenues within the current year, or can be repaid from accounts specifically established for such purpose.
4. Promote fiscal integrity by expending College funds in a manner that will result in a zero or positive fund balance at the close of the fiscal year.
5. Promote and drive payroll and debts to be settled in a timely manner.
6. Promote tax payments or other government-ordered payments or filings to be on-time and accurately filed.
7. Not acquire, encumber, or dispose of real property without Board approval.
8. Promote and pursue receivables after a reasonable grace period.
9. Provide to the Board, at their designated frequency, reports on the College's current financial condition that will continually enhance the Board's ability to meet its fiduciary responsibility.
10. Alert the Board of significant financial circumstances that arise during the fiscal year.
11. Accept only gifts or grants that are in the best interest of the College, and not obligate the College to make future expenditures using funds other than those created by the gift or grant without Board approval.



**Walla Walla Community College**  
**Board of Trustees Policy**  
**Executive Limitations: Financial Planning/Forecasting**  
**Policy Number: EL-1006**

Budgeting for any fiscal year shall follow the College Outcomes established by the Board, be fiscally responsible, and be realistic in projections of income and expenses. The budget will become effective after it is approved by the Board.

The President shall:

1. Put forward a budget with appropriate and thorough input.
2. Propose a budget with information that includes:
  - a. A projection of revenues and expenses;
  - b. Separation of capital and operational items; and
  - c. Disclosure of planning assumptions.
3. Plan a conservative budget that meets the College's annual goals and priorities and keeps planned expenditures within projected revenues and reserved.

**Walla Walla Community College**  
**Board of Trustees Policy**  
**Executive Limitations: General Executive Accountability**  
**Policy Number: EL-1007**

The President shall only allow practices, activities, decisions, or situations that are lawful, prudent, comply with commonly accepted business and professional ethics, and conform to the provisions set forth in the State Board for Community and Technical College, Office of Financial Management, and Walla Walla Community College policies, and/or take into account any executive order of the Governor of the State of Washington.



**Walla Walla Community College**  
**Board of Trustees Policy**  
**Executive Limitations: Treatment of Employees**  
**Policy Number: EL-1008**

The President may not cause or allow conditions which are unfair or undignified for paid and volunteer staff.

The President shall:

1. Operate with written personnel procedures, which clarify personnel rules for staff, provide for effective handling of grievances, and protect against wrongful conditions – e.g., nepotism, grossly preferential treatment for personal reasons.
2. Not discriminate against any staff member for expressing an ethical dissent.
3. Not restrict the exercise of academic freedom.
4. Not prevent employees from using established grievance procedures.
5. Not hinder employees from becoming acquainted with their rights under this Policy

**Walla Walla Community College**  
**Board of Trustees Policy**  
**Executive Limitations: Treatment of People**  
**Policy Number: EL-1009**

The President shall set and maintain organizational expectations and norms that ensure their safe treatment, respect, dignity, confidentiality, and privacy of community members and students.

The President shall:

1. Ensure application forms or procedures are treated with the necessary confidentiality and privacy.
2. Not use methods of collecting, reviewing, transmitting, or storing client information that fail to protect against improper access to the information elicited.
3. Establish with the community members and students a clear understanding of what may be expected and what may not be expected from the service offered.
4. Encourage community members and students to use established grievance and complaint procedures.
5. Operate with written procedures which clarify the rules for students.



**WALLA WALLA COMMUNITY COLLEGE**

**MEMORANDUM**

**DATE:** March 14, 2019  
**TO:** Board of Trustees  
**FROM:** Sherry Hartford, Vice President of Human Resources  
**SUBJECT:** Personnel Update

Retirements/Resignations/Separations, January 2019

Elgin, Nicholas – Custodian, Walla Walla

Taylor, Loretta – Interim Assistant Dean, Corrections Education, Coyote Ridge Corrections Center

Current Full-Time Recruitments

Coordinator for the Agriculture & Natural Resource Center of Excellence, Walla Walla

Custodian, Walla Walla

Dean of Transitional Studies and High School Programs, Walla Walla

## WALLA WALLA COMMUNITY COLLEGE - December 2018

	2018-2019 Approved Budget	November Adjusted Budget	December Adjusted Budget	Difference	Revenue to Date	% of Annual Budget	Prior Year Activity to Date	% of Prior Budget
<b>REVENUE:</b>								
<b>State Funds:</b>								
Base Allocation	\$15,112,261	\$15,125,748	\$15,125,748	\$0	\$6,817,609	45.07%	\$6,753,800	45.16%
Opportunity Grant	461,412	461,412	461,412	0	271,154	58.77%	236,243	51.20%
Worker Retraining	1,827,823	2,058,448	2,058,448	0	906,673	44.05%	774,762	38.60%
<b>Total State:</b>	<b>\$17,401,496</b>	<b>\$17,645,608</b>	<b>\$17,645,608</b>	<b>\$0</b>	<b>\$7,995,436</b>	<b>45.31%</b>	<b>\$7,764,805</b>	<b>44.56%</b>
<b>Local Funds:</b>								
<b>General:</b>								
Operating Fees	\$7,501,963	\$7,501,963	\$7,501,963	\$0	\$4,382,562	58.42%	\$4,585,647	55.56%
General Local	2,222,900	2,222,900	2,222,900	0	1,331,323	59.89%	958,758	57.23%
Alternative Education Program	714,240	714,240	714,240	0	0	0.00%	0	0.00%
Running Start	1,453,714	1,453,714	1,453,714	0	374,924	25.79%	135,867	13.54%
Foundation Support	265,000	265,000	265,000	0	132,500	50.00%	165,000	50.00%
Corrections Ed.-Indirect	665,285	665,285	665,285	0	242,800	36.50%	260,314	39.69%
Carry-Forward & Use of Reserves	783,384	783,384	783,384	0	391,692	50.00%	380,392	50.00%
<b>Total General:</b>	<b>\$13,606,486</b>	<b>\$13,606,486</b>	<b>\$13,606,486</b>	<b>\$0</b>	<b>\$6,855,801</b>	<b>50.39%</b>	<b>\$6,485,978</b>	<b>49.18%</b>
<b>Self-Support:</b>								
Community Service	100,000	100,000	100,000	0	91,544	91.54%	65,476	87.30%
Ancillary Programs	275,000	275,000	275,000	0	80,120	29.13%	109,230	36.41%
<b>Total Self Support:</b>	<b>\$375,000</b>	<b>\$375,000</b>	<b>\$375,000</b>	<b>\$0</b>	<b>\$171,664</b>	<b>45.78%</b>	<b>\$174,706</b>	<b>46.59%</b>
<b>Total Local Funds</b>	<b>\$13,981,486</b>	<b>\$13,981,486</b>	<b>\$13,981,486</b>	<b>\$0</b>	<b>\$7,027,465</b>	<b>50.26%</b>	<b>\$6,660,684</b>	<b>49.10%</b>
<b>TOTAL REVENUE</b>	<b>\$31,382,982</b>	<b>\$31,627,094</b>	<b>\$31,627,094</b>	<b>\$0</b>	<b>\$15,022,901</b>	<b>47.50%</b>	<b>\$14,425,489</b>	<b>46.55%</b>

	2018-2019 Approved Budget	November Adjusted Budget	December Adjusted Budget	Difference	Expenditures to Date	Encumbrances to Date	Total Activity to Date	% of Annual Budget	Prior Year Activity to Date	% of Prior Budget
<b>EXPENDITURES:</b>										
<b>By Object</b>										
Salaries and Wages	\$18,774,743	\$18,781,226	\$18,781,038	(\$188)	\$8,426,149	\$0	\$8,426,149	44.87%	\$8,305,249	44.32%
Benefits	6,512,944	6,517,266	6,508,630	(8,636)	3,051,212	0	3,051,212	46.88%	3,050,930	48.03%
Rents	168,628	168,628	168,628	0	82,073	83,860	165,933	98.40%	168,734	97.46%
Utilities	887,730	887,730	887,730	0	319,815	0	319,815	36.03%	377,188	42.14%
Goods and Services	2,854,090	2,995,416	3,002,233	6,817	1,300,120	722,043	2,022,163	67.36%	1,903,826	66.48%
Travel	297,238	325,116	325,116	0	239,425	1,000	240,425	73.95%	210,553	74.62%
Equipment	561,740	564,545	566,552	2,007	86,097	37,149	123,246	21.75%	99,278	28.70%
Subsidies/Transfers/Debt Service	1,325,869	1,387,167	1,387,167	0	786,452	0	786,452	56.69%	534,324	39.89%
<b>Total by Object</b>	<b>\$31,382,982</b>	<b>\$31,627,094</b>	<b>\$31,627,094</b>	<b>\$0</b>	<b>\$14,291,343</b>	<b>\$844,052</b>	<b>\$15,135,395</b>	<b>47.86%</b>	<b>\$14,650,082</b>	<b>47.27%</b>
<b>By Program</b>										
Instruction	\$13,275,681	\$13,437,256	\$13,437,050	(206)	\$5,373,254	\$168,372	\$5,541,626	41.24%	\$5,513,277	42.85%
Community Service	100,000	100,000	100,000	0	72,784	0	72,784	72.78%	72,689	96.92%
Instructional Computing	614,637	614,637	614,637	0	288,043	44,309	332,352	54.07%	218,041	51.98%
Ancillary Programs	275,000	275,000	275,000	0	56,487	3,803	60,290	21.92%	101,086	33.70%
Academic Administration	2,980,960	2,994,336	2,986,700	(7,636)	1,542,896	11,260	1,554,156	52.04%	1,572,900	50.62%
Library Services	645,455	645,594	645,594	0	319,146	2,990	322,136	49.90%	325,221	49.65%
Student Services	4,085,813	4,157,666	4,157,699	33	2,238,960	5,690	2,244,650	53.99%	1,762,225	44.74%
Institutional Support	5,975,334	5,962,062	5,969,871	7,809	2,802,142	364,697	3,166,839	53.05%	3,197,321	51.43%
Facility Services	3,430,102	3,440,543	3,440,543	0	1,597,631	242,931	1,840,562	53.50%	1,887,322	55.31%
<b>Total by Program</b>	<b>\$31,382,982</b>	<b>\$31,627,094</b>	<b>\$31,627,094</b>	<b>\$0</b>	<b>\$14,291,343</b>	<b>\$844,052</b>	<b>\$15,135,395</b>	<b>47.86%</b>	<b>\$14,650,082</b>	<b>47.27%</b>



# WALLA WALLA COMMUNITY COLLEGE

## Grants and Contracts

December 2018

	Current Month Changes	2018-2019 YTD Budget	Expenditures to Date	Encumbrances	Activity to Date	YTD Percentage Spent	Balance Expendable	Revenue to Date	Balance Receivable
<b>Corrections Education</b>	<b>\$0</b>	<b>6,463,816</b>	<b>\$2,726,237</b>	<b>\$122,234</b>	<b>\$2,848,471</b>	<b>44.1%</b>	<b>\$3,615,345</b>	<b>\$2,310,941</b>	<b>\$537,530</b>
<b>State Funded</b>									
Carl Perkins Federal Vocational	\$0	\$446,468	\$135,600	\$0	\$135,600	30.4%	\$310,868	\$119,056	\$16,544
Perkins-Leadership Block Grant	0	20,400	15,567	0	15,567	76.3%	4,833	14,769	798
Perkins-Special Projects	0	8,300	0	0	0	0.0%	8,300	0	0
Workfirst	0	239,718	112,930	0	112,930	47.1%	126,788	103,103	9,827
Water Management Center	0	363,750	161,321	0	161,321	44.3%	202,429	0	161,321
State Work Study	0	44,171	15,411	0	15,411	34.9%	28,760	0	15,411
Early Achiever Opportunity Grant	0	66,500	12,760	0	12,760	19.2%	53,740	11,214	1,546
Adult Basic Education	0	114,012	35,343	0	35,343	31.0%	78,669	25,343	10,000
EI Civics	0	25,737	14,724	0	14,724	57.2%	11,013	11,068	3,656
Basic Food Employment & Training	0	323,002	196,115	0	196,115	60.7%	126,887	164,268	31,847
Interstate Passport	0	9,809	2,298	0	2,298	23.4%	7,511	2,298	0
ABE Leadership Block Grant	0	4,840	2,572	0	2,572	53.1%	2,268	1,457	1,115
Miscellaneous SBCTC Grants	0	7,250	3,138	0	3,138	43.3%	4,112	3,138	0
<b>Total State Funded</b>	<b>\$0</b>	<b>\$1,673,957</b>	<b>\$707,779</b>	<b>\$0</b>	<b>\$707,779</b>		<b>\$966,178</b>	<b>\$455,714</b>	<b>\$252,065</b>
<b>Federal Funded</b>									
Student Support Services (SSS) FY 15-20	\$0	\$453,975	\$215,518	\$0	\$215,518	47.5%	\$238,457	\$180,949	\$34,569
National Science Foundation	0	122,580	60,077	6,500	66,577	54.3%	56,003	43,940	22,637
College Work Study	0	103,553	19,785	0	19,785	19.1%	83,768	13,176	6,609
<b>Total Federal Funded</b>	<b>\$0</b>	<b>\$680,108</b>	<b>\$295,380</b>	<b>\$6,500</b>	<b>\$301,880</b>		<b>\$378,228</b>	<b>\$238,065</b>	<b>\$63,815</b>
<b>Private Funded</b>									
Customized Contract Training	\$0	\$25,000	\$6,382	\$0	\$6,382	25.5%	\$18,618	\$4,698	\$1,684
EMS Trauma Training	0	7,000	2,023	0	2,023	28.9%	4,977	779	1,244
Parent Co-op	0	30,000	10,825	0	10,825	36.1%	19,175	10,890	(65)
Child Care Aware	0	199,136	100,101	340	100,441	50.4%	98,695	87,949	12,492
Corrections Ed AA Degree - Seattle Foundation	0	34,441	0	0	0	0.0%	34,441	34,441	(34,441)
Corrections Ed - Open Doors	0	117,459	8,160	0	8,160	6.9%	109,299	77,127	(68,967)
Corrections Ed AA Degree - Sunshine Lady	0	43,298	15,263	0	15,263	35.3%	28,035	43,298	(28,035)
Wine Cluster Study	0	23,295	5,230	4,875	10,105	43.4%	13,190	23,295	(13,190)
Blue Mountain Community Foundation	0	10,575	0	0	0	0.0%	10,575	10,575	(10,575)
<b>Total Private Funded</b>	<b>\$0</b>	<b>\$490,204</b>	<b>\$147,984</b>	<b>\$5,215</b>	<b>\$153,199</b>		<b>\$337,005</b>	<b>\$293,052</b>	<b>(139,853)</b>
<b>Fiscal Agent Contracts</b>									
Early Learning Coalition (ELC)	\$0	\$28,000	\$8,463	\$0	\$8,463	30.2%	\$19,537	\$7,119	\$1,344
Snake River Salmon Recovery Board (SRSRB)	0	616,031	157,961	68,452	226,413	36.8%	389,618	104,045	122,368
Bonneville Power Administration (SRSRB)	0	142,768	75,394	1,935	77,329	54.2%	63,415	63,415	13,914
<b>Total Fiscal Agent Contracts</b>	<b>\$0</b>	<b>\$786,799</b>	<b>\$241,818</b>	<b>\$70,387</b>	<b>\$312,205</b>		<b>\$472,570</b>	<b>\$174,579</b>	<b>\$137,626</b>
<b>Grand Total of All Grants &amp; Contracts</b>	<b>\$0</b>	<b>\$10,094,884</b>	<b>\$4,119,198</b>	<b>\$204,336</b>	<b>\$4,323,534</b>	<b>42.8%</b>	<b>\$5,769,326</b>	<b>\$3,472,351</b>	<b>\$851,183</b>

WALLA WALLA COMMUNITY COLLEGE - January 2019

	2018-2019 Approved Budget	December Adjusted Budget	January Adjusted Budget	Difference	Revenue to Date	% of Annual Budget	Prior Year Activity to Date	% of Prior Budget
<b>REVENUE:</b>								
<b>State Funds:</b>								
Base Allocation	\$15,112,261	\$15,125,748	\$15,125,748	\$0	\$7,887,412	52.15%	\$7,845,261	52.44%
Opportunity Grant	461,412	461,412	461,412	0	311,183	67.44%	281,318	57.60%
Worker Retraining	1,827,823	2,058,448	2,058,448	0	1,123,410	54.58%	974,084	48.53%
<b>Total State:</b>	<b>\$17,401,496</b>	<b>\$17,645,608</b>	<b>\$17,645,608</b>	<b>\$0</b>	<b>\$9,322,005</b>	<b>52.83%</b>	<b>\$9,100,663</b>	<b>52.13%</b>
<b>Local Funds:</b>								
<b>General:</b>								
Operating Fees	\$7,501,963	\$7,501,963	\$7,501,963	\$0	\$4,945,091	65.92%	\$5,103,869	61.84%
General Local	2,222,900	2,222,900	2,222,900	0	1,491,079	67.08%	1,112,522	66.40%
Alternative Education Program	714,240	714,240	714,240	0	238,236	33.36%	194,315	38.10%
Running Start	1,453,714	1,453,714	1,453,714	0	498,919	34.32%	407,809	40.64%
Foundation Support	265,000	265,000	265,000	0	132,500	50.00%	165,000	50.00%
Corrections Ed.-Indirect	665,285	665,285	665,285	0	291,555	43.82%	299,487	45.66%
Carry-Forward & Use of Reserves	783,384	783,384	783,384	0	456,974	58.33%	443,791	58.33%
<b>Total General:</b>	<b>\$13,606,486</b>	<b>\$13,606,486</b>	<b>\$13,606,486</b>	<b>\$0</b>	<b>\$8,054,354</b>	<b>59.19%</b>	<b>\$7,726,793</b>	<b>58.58%</b>
<b>Self-Support:</b>								
Community Service	100,000	100,000	100,000	0	101,984	101.98%	71,630	95.51%
Ancillary Programs	275,000	275,000	275,000	0	91,753	33.36%	146,169	48.72%
<b>Total Self Support:</b>	<b>\$375,000</b>	<b>\$375,000</b>	<b>\$375,000</b>	<b>\$0</b>	<b>\$193,737</b>	<b>51.66%</b>	<b>\$217,799</b>	<b>58.08%</b>
<b>Total Local Funds</b>	<b>\$13,981,486</b>	<b>\$13,981,486</b>	<b>\$13,981,486</b>	<b>\$0</b>	<b>\$8,248,091</b>	<b>58.99%</b>	<b>\$7,944,592</b>	<b>58.57%</b>
<b>TOTAL REVENUE</b>	<b>\$31,382,982</b>	<b>\$31,627,094</b>	<b>\$31,627,094</b>	<b>\$0</b>	<b>\$17,570,096</b>	<b>55.55%</b>	<b>\$17,045,255</b>	<b>54.95%</b>

	2018-2019 Approved Budget	December Adjusted Budget	January Adjusted Budget	Difference	Expenditures to Date	Encumbrances to Date	Total Activity to Date	% of Annual Budget	Prior Year Activity to Date	% of Prior Budget
<b>EXPENDITURES:</b>										
<b>By Object</b>										
Salaries and Wages	\$18,774,743	\$18,781,038	\$19,045,924	\$264,886	\$10,075,954	\$0	\$10,075,954	52.90%	\$9,917,715	53.05%
Benefits	6,512,944	6,508,630	6,538,439	29,809	3,609,879	0	3,609,879	55.21%	3,606,600	56.76%
Rents	168,628	168,628	168,628	0	97,028	68,905	165,933	98.40%	168,733	97.46%
Utilities	887,730	887,730	887,730	0	378,260	24,023	402,283	45.32%	473,655	52.91%
Goods and Services	2,854,090	3,002,233	2,707,838	(294,395)	1,518,054	652,705	2,170,759	80.17%	2,065,946	71.27%
Travel	297,238	325,116	325,541	425	253,004	589	253,593	77.90%	223,802	75.06%
Equipment	561,740	566,552	566,552	0	101,626	45,783	147,409	26.02%	103,127	29.81%
Subsidies/Transfers/Debt Service	1,325,869	1,387,167	1,386,442	(725)	875,020	0	875,020	63.11%	639,063	46.97%
<b>Total by Object</b>	<b>\$31,382,982</b>	<b>\$31,627,094</b>	<b>\$31,627,094</b>	<b>\$0</b>	<b>\$16,908,825</b>	<b>\$792,005</b>	<b>\$17,700,830</b>	<b>55.97%</b>	<b>\$17,198,641</b>	<b>55.44%</b>
<b>By Program</b>										
Instruction	\$13,275,681	\$13,437,050	\$13,445,620	8,570	\$6,511,709	\$172,410	\$6,684,119	49.71%	\$6,648,109	51.81%
Community Service	100,000	100,000	100,000	0	85,280	0	85,280	85.28%	81,108	108.14%
Instructional Computing	614,637	614,637	614,637	0	350,611	43,067	393,678	64.05%	249,541	59.52%
Ancillary Programs	275,000	275,000	275,000	0	76,910	7,092	84,002	30.55%	117,535	39.18%
Academic Administration	2,980,960	2,986,700	3,114,983	128,283	1,785,042	16,378	1,801,420	57.83%	1,856,089	59.52%
Library Services	645,455	645,594	653,376	7,782	355,889	2,916	358,805	54.92%	371,559	56.67%
Student Services	4,085,813	4,157,699	4,337,102	179,403	2,608,619	11,508	2,620,127	60.41%	2,094,570	52.56%
Institutional Support	5,975,334	5,969,871	5,688,651	(281,220)	3,271,913	309,181	3,581,094	62.95%	3,612,088	57.97%
Facility Services	3,430,102	3,440,543	3,397,725	(42,818)	1,862,852	229,453	2,092,305	61.58%	2,168,042	63.69%
<b>Total by Program</b>	<b>\$31,382,982</b>	<b>\$31,627,094</b>	<b>\$31,627,094</b>	<b>\$0</b>	<b>\$16,908,825</b>	<b>\$792,005</b>	<b>\$17,700,830</b>	<b>55.97%</b>	<b>\$17,198,641</b>	<b>55.44%</b>



# WALLA WALLA COMMUNITY COLLEGE

## Grants and Contracts

January 2019

	Current Month Changes	2018-2019 YTD Budget	Expenditures to Date	Encumbrances	Activity to Date	YTD Percentage Spent	Balance Expendable	Revenue to Date	Balance Receivable
<b>Corrections Education</b>	<b>\$0</b>	<b>6,463,816</b>	<b>\$3,226,021</b>	<b>\$174,123</b>	<b>\$3,400,144</b>	<b>52.6%</b>	<b>\$3,063,672</b>	<b>\$2,774,990</b>	<b>\$625,154</b>
<b>State Funded</b>									
Carl Perkins Federal Vocational	\$0	\$446,468	\$151,747	\$8,949	\$160,696	36.0%	\$285,772	\$135,600	\$25,096
Perkins-Leadership Block Grant	0	20,400	15,567	0	15,567	76.3%	4,833	15,567	0
Perkins-Special Projects	0	8,300	0	0	0	0.0%	8,300	0	0
Workfirst	0	239,718	135,929	0	135,929	56.7%	103,789	112,921	23,008
Water Management Center	0	363,750	184,385	0	184,385	50.7%	179,365	181,875	2,510
State Work Study	0	44,171	18,314	0	18,314	41.5%	25,857	0	18,314
Early Achiever Opportunity Grant	0	66,500	38,732	0	38,732	58.2%	27,768	12,761	25,971
Adult Basic Education	0	114,012	43,418	0	43,418	38.1%	70,594	35,344	8,074
EI Civics	0	25,737	14,875	0	14,875	57.8%	10,862	14,724	151
Basic Food Employment & Training	0	323,002	255,385	0	255,385	79.1%	67,617	178,234	77,151
Interstate Passport	0	9,809	2,298	0	2,298	23.4%	7,511	2,298	0
ABE Leadership Block Grant	0	4,840	2,119	0	2,119	43.8%	2,721	2,119	0
Miscellaneous SBCTC Grants	0	7,250	3,199	0	3,199	44.1%	4,051	3,138	61
<b>Total State Funded</b>	<b>\$0</b>	<b>\$1,673,957</b>	<b>\$865,968</b>	<b>\$8,949</b>	<b>\$874,917</b>		<b>\$799,040</b>	<b>\$694,581</b>	<b>\$180,336</b>
<b>Federal Funded</b>									
Student Support Services (SSS) FY 15-20	\$0	\$453,975	\$250,855	\$2,285	\$253,140	55.8%	\$200,835	\$218,282	\$34,858
National Science Foundation	0	122,580	64,576	6,500	71,076	58.0%	51,504	60,407	10,669
College Work Study	0	103,553	28,419	0	28,419	27.4%	75,134	23,310	5,109
<b>Total Federal Funded</b>	<b>\$0</b>	<b>\$680,108</b>	<b>\$343,850</b>	<b>\$8,785</b>	<b>\$352,635</b>		<b>\$327,473</b>	<b>\$301,999</b>	<b>\$50,636</b>
<b>Private Funded</b>									
Customized Contract Training	\$0	\$25,000	\$6,566	\$0	\$6,566	26.3%	\$18,434	\$4,838	\$1,728
EMS Trauma Training	0	7,000	2,749	0	2,749	39.3%	4,251	1,401	1,348
Parent Co-op	0	30,000	13,276	0	13,276	44.3%	16,724	14,138	(862)
Child Care Aware	0	199,136	116,632	285	116,917	58.7%	82,219	88,049	28,868
Corrections Ed AA Degree - Seattle Foundation	0	34,441	0	0	0	0.0%	34,441	34,441	(34,441)
Corrections Ed - Open Doors	0	117,459	26,787	0	26,787	22.8%	90,672	94,927	(68,140)
Corrections Ed AA Degree - Sunshine Lady	0	43,298	15,263	0	15,263	35.3%	28,035	43,298	(28,035)
NW Wine Benefit Foundation	15,000	15,000	402	0	402	2.7%	14,598	3,750	(3,348)
Wine Cluster Study	0	23,295	7,884	4,875	12,759	54.8%	10,536	23,295	(10,536)
Blue Mountain Community Foundation	0	10,575	10,245	0	10,245	96.9%	330	10,575	(330)
<b>Total Private Funded</b>	<b>\$15,000</b>	<b>\$505,204</b>	<b>\$199,804</b>	<b>\$5,160</b>	<b>\$204,964</b>		<b>\$300,240</b>	<b>\$318,712</b>	<b>(\$113,748)</b>
<b>Fiscal Agent Contracts</b>									
Early Learning Coalition (ELC)	\$0	\$28,000	\$10,550	\$0	\$10,550	37.7%	\$17,450	\$8,599	\$1,951
Snake River Salmon Recovery Board (SRSRB)	0	616,031	188,612	65,772	254,384	41.3%	361,647	137,654	116,730
Bonneville Power Administration (SRSRB)	0	142,768	90,420	1,627	92,047	64.5%	63,415	75,103	16,944
<b>Total Fiscal Agent Contracts</b>	<b>\$0</b>	<b>\$786,799</b>	<b>\$289,582</b>	<b>\$67,399</b>	<b>\$356,981</b>		<b>\$442,512</b>	<b>\$221,356</b>	<b>\$135,625</b>
<b>Grand Total of All Grants &amp; Contracts</b>	<b>\$15,000</b>	<b>\$10,109,884</b>	<b>\$4,925,225</b>	<b>\$264,416</b>	<b>\$5,189,641</b>	<b>51.3%</b>	<b>\$4,932,937</b>	<b>\$4,311,638</b>	<b>\$878,003</b>



## Walla Walla Community College

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

DATE: February 14, 2019

TO: Board of Trustees

FROM: Dr. Nick Velluzzi

RE: Final Enrollment Report, Fall Quarter 2018

Attached is the Final Enrollment Report for Fall Quarter, 2018. The report presents enrollment by funding source, and is reported by FTE and unduplicated headcount.

- State funded enrollment for Fall Quarter 2018 closed at 2,367.2 FTEs, which is down 193.8 FTEs (7.6%) from the *close* of Fall Quarter 2017 (2,579.5 FTEs). Unduplicated headcount closed at 3,613, down 196 (5.1%) from the ***close*** of last fall (3,809).
- Contract enrollment for Fall Quarter 2018 closed at 1,113.1 FTEs, which is down 44.3 FTEs (3.8%) from the ***close*** of last Fall Quarter (1,157.4 FTEs). Corrections enrollment closed at 1,018.3 FTEs, down 60.1 FTEs (5.6%) from the ***close*** of last fall (1,078.4 FTEs).
- Self-support enrollment closed at 30.7 FTEs, which is down 1.9 FTEs from the ***close*** of Fall Quarter 2017.
- Running Start closed at 195.2 FTEs, which is down 4.8 FTEs from the close of last Fall Quarter. AEP closed at 93.6 FTEs, which down 5.3 FTEs from the close of last Fall Quarter.



# Final Fall Quarter Enrollment Report State

February 14, 2019

## Supported FTE Enrollment 2018-19

Administrative Unit	Summer Quarter				Fall Quarter				Winter Quarter				Spring Quarter				Annualized - YTD			
	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19	Nom Change	% Change
<b>C</b> Prof. Tech	60.9	65.6	4.7	7.7%	200.1	233.8	33.7	16.8%	237.2	199.6	-37.58	-15.8%	232.94				243.7			
<b>D</b> Transitional	120.0	104.9	-15.1	-12.6%	332.5	222.9	-109.7	-33.0%	392.8	247.8	-145	-36.9%	312.42				385.9			
<b>H</b> Extended Learning	215.1	4.3	-210.8	-98.0%	286.3	19.1	-267.3	-93.3%	259.5	25.4	-234.06	-90.2%	260.27				340.4			
<b>J</b> Clarkston	66.5	50.1	-16.3	-24.6%	238.5	194.0	-44.5	-18.7%	205.3	228.2	22.9	11.2%	185.6				232.0			
<b>K</b> Academic Transfer	84.7	248.1	163.4	193.0%	725.5	835.3	109.7	15.1%	696.3	848.3	152.0	21.8%	640.3				715.6			
<b>L</b> Academic Workforce	NA	8.6	NA	NA	NA	97.1	NA	NA	NA	89.4	NA	NA	NA				NA			
<b>M</b> Nursing/Allied Health	98.5	97.6	-0.9	-0.9%	278.0	285.4	7.3	2.6%	254.1	253.1	-1.0	-0.4%	274.3				301.6			
<b>P</b> Business/Entre	91.2	78.0	-13.2	-14.5%	287.5	266.7	-20.8	-7.2%	327.7	256.5	-71.2	-21.7%	264.8				323.7			
<b>R</b> Ag/Water/Energy	55.7	31.6	-24.2	-43.4%	212.5	213.1	0.6	0.3%	206.7	196.8	-9.9	-4.8%	201.8				225.6			
<b>Total</b>	<b>792.6</b>	<b>688.8</b>	<b>-103.8</b>	<b>-13.1%</b>	<b>2561.0</b>	<b>2367.2</b>	<b>-193.8</b>	<b>-7.6%</b>	<b>2579.5</b>	<b>2345.0</b>	<b>-234.5</b>	<b>-9.1%</b>	<b>2372.4</b>				<b>2768.5</b>			

## Contract FTE Enrollment 2018-19

	Summer Quarter				Fall Quarter				Winter Quarter				Spring Quarter				Annualized - YTD			
	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19	Nom Change	% Change
Total DOC	1076.1	854.9	-221.2	-21%	1078.4	1018.3	-60.1	-5.6%	1,108.2	970.3	-137.9	-12.4%	1071.7				1444.8			
Other Contract	0.1	1.0	0.8	646%	79.0	94.8	15.8	20.0%	61.7	57.7	-4.0	-6.5%	83.8				74.9			
<b>Total Contract</b>	<b>1076.2</b>	<b>855.9</b>	<b>-220.3</b>	<b>-20%</b>	<b>1157.4</b>	<b>1113.1</b>	<b>-44.3</b>	<b>-3.8%</b>	<b>1,169.9</b>	<b>1028.0</b>	<b>-141.9</b>	<b>-12.1%</b>	<b>1155.5</b>				<b>1519.7</b>			

## Self-Support/Community Service FTE Enrollment 2018-19

	Summer Quarter				Fall Quarter				Winter Quarter				Spring Quarter				Annualized - YTD			
	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19	Nom Change	% Change
<b>Total Self-Support</b>	<b>29.4</b>	<b>36.0</b>	<b>6.5</b>	<b>22.2%</b>	<b>32.51</b>	<b>30.7</b>	<b>-1.9</b>	<b>-5.7%</b>	<b>26.0</b>	<b>25.0</b>	<b>-1.1</b>	<b>-4.0%</b>	<b>19.2</b>				<b>35.7</b>			

## Unduplicated Headcount 2018-19

State Support	1806	1619	-187	-10.4%	3809	3613	-196	-5.1%	3742	3403	-339	-9.1%	3236				4198			
Contract	1532	1175	-357	-23.3%	1436	1308	-128	-8.9%	1477	1136	-341	-23.1%	1496				1980			
<b>Undup Headcount</b>	<b>3338</b>	<b>2794</b>	<b>-544</b>	<b>-16.3%</b>	<b>5245</b>	<b>4921</b>	<b>-324</b>	<b>-6.2%</b>	<b>5219</b>	<b>4539</b>	<b>-680</b>	<b>-13.0%</b>	<b>4732</b>				<b>6178</b>			

## Running Start and AEP FTE Enrollment 2018-19

	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19	Nom Change	% Change
RS "billable" FTEs					200.0	195.2	-4.8	-2.4%	194.6	195.3	0.7	0.4%	173.5				189			
AEP "billable" FTEs					98.9	93.6	-5.3	-5.4%	91.3	89.9	-1.4	-1.6%	93.6				95			



### Walla Walla Community College

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

DATE: February 14, 2019

TO: Board of Trustees

FROM: Dr. Nick Velluzzi

RE: Interim Enrollment Report, Winter Quarter 2019

Attached is the Interim Enrollment Report for Winter Quarter, 2019. The report presents enrollment by funding source, and is reported by FTE and unduplicated headcount.

- State funded enrollment is reporting 2,345 FTEs, which is down 234.5 FTEs (-7.3%) from the **close** of Winter Quarter 2018 (2,579.5 FTEs). Unduplicated headcount is 3,403, down 339 (9.1%) from the **close** of last winter (3,742).
- Contract enrollment is reporting 1,028 FTEs, which is down 141.9 FTEs (12.1%) from the **close** of last Winter Quarter (1,169.9 FTEs). Corrections is reporting 970.3 FTEs, down 137.9 FTEs (12.4%) from the **close** of last winter (1,108.2 FTEs).
- Self-support enrollment is currently reporting 25 FTEs, which is down 1.1 FTEs from the **close** of Winter Quarter 2018.
- Running Start is reporting 195.3 FTEs, which is slightly up (.7 FTE) from the close of last Winter Quarter. AEP is reporting 89.9 FTEs, which is slightly down (1.4 FTEs) from the close of last Winter Quarter.

# Interim Winter Quarter Enrollment Report

February 14, 2019

## State Supported FTE Enrollment 2018-19

Administrative Unit	Summer Quarter				Fall Quarter				Winter Quarter				Spring Quarter				Annualized - YTD			
	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19	Nom Change	% Change
<b>C</b> Prof. Tech	60.9	65.6	4.7	7.7%	200.1	233.8	33.7	16.8%	237.2	199.6	-37.58	-15.8%	232.94				243.7			
<b>D</b> Transitional	120.0	104.9	-15.1	-12.6%	332.5	222.9	-109.7	-33.0%	392.8	247.8	-145	-36.9%	312.42				385.9			
<b>H</b> Extended Learning	215.1	4.3	-210.8	-98.0%	286.3	19.1	-267.3	-93.3%	259.5	25.4	-234.06	-90.2%	260.27				340.4			
<b>J</b> Clarkston	66.5	50.1	-16.3	-24.6%	238.5	194.0	-44.5	-18.7%	205.3	228.2	22.9	11.2%	185.6				232.0			
<b>K</b> Academic Transfer	84.7	248.1	163.4	193.0%	725.5	835.3	109.7	15.1%	696.3	848.3	152.0	21.8%	640.3				715.6			
<b>L</b> Academic Workforce	NA	8.6	NA	NA	NA	97.1	NA	NA	NA	89.4	NA	NA	NA				NA			
<b>M</b> Nursing/Allied Health	98.5	97.6	-0.9	-0.9%	278.0	285.4	7.3	2.6%	254.1	253.1	-1.0	-0.4%	274.3				301.6			
<b>P</b> Business/Entre	91.2	78.0	-13.2	-14.5%	287.5	266.7	-20.8	-7.2%	327.7	256.5	-71.2	-21.7%	264.8				323.7			
<b>R</b> Ag/Water/Energy	55.7	31.6	-24.2	-43.4%	212.5	213.1	0.6	0.3%	206.7	196.8	-9.9	-4.8%	201.8				225.6			
<b>Total</b>	<b>792.6</b>	<b>688.8</b>	<b>-103.8</b>	<b>-13.1%</b>	<b>2561.0</b>	<b>2367.2</b>	<b>-193.8</b>	<b>-7.6%</b>	<b>2579.5</b>	<b>2345.0</b>	<b>-234.5</b>	<b>-9.1%</b>	<b>2372.4</b>				<b>2768.5</b>			

## Contract FTE Enrollment 2018-19

	Summer Quarter				Fall Quarter				Winter Quarter				Spring Quarter				Annualized - YTD			
	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19	Nom Change	% Change
Total DOC	1076.1	854.9	-221.2	-21%	1078.4	1018.3	-60.1	-5.6%	1,108.2	970.3	-137.9	-12.4%	1071.7				1444.8			
Other Contract	0.1	1.0	0.8	646%	79.0	94.8	15.8	20.0%	61.7	57.7	-4.0	-6.5%	83.8				74.9			
<b>Total Contract</b>	<b>1076.2</b>	<b>855.9</b>	<b>-220.3</b>	<b>-20%</b>	<b>1157.4</b>	<b>1113.1</b>	<b>-44.3</b>	<b>-3.8%</b>	<b>1,169.9</b>	<b>1028.0</b>	<b>-141.9</b>	<b>-12.1%</b>	<b>1155.5</b>				<b>1519.7</b>			

## Self-Support/Community Service FTE Enrollment 2018-19

	Summer Quarter				Fall Quarter				Winter Quarter				Spring Quarter				Annualized - YTD			
	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19	Nom Change	% Change
<b>Total Self-Support</b>	<b>29.4</b>	<b>36.0</b>	<b>6.5</b>	<b>22.2%</b>	<b>32.51</b>	<b>30.7</b>	<b>-1.9</b>	<b>-5.7%</b>	<b>26.0</b>	<b>25.0</b>	<b>-1.1</b>	<b>-4.0%</b>	<b>19.2</b>				<b>35.7</b>			

## Unduplicated Headcount 2018-19

State Support	1806	1619	-187	-10.4%	3809	3613	-196	-5.1%	3742	3403	-339	-9.1%	3236				4198			
Contract	1532	1175	-357	-23.3%	1436	1308	-128	-8.9%	1477	1136	-341	-23.1%	1496				1980			
<b>Undup Headcount</b>	<b>3338</b>	<b>2794</b>	<b>-544</b>	<b>-16.3%</b>	<b>5245</b>	<b>4921</b>	<b>-324</b>	<b>-6.2%</b>	<b>5219</b>	<b>4539</b>	<b>-680</b>	<b>-13.0%</b>	<b>4732</b>				<b>6178</b>			

## Running Start and AEP FTE Enrollment 2018-19

	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19 To Date	Nom Change	% Change	17-18 Final	18-19	Nom Change	% Change
RS "billable" FTEs					200.0	195.2	-4.8	-2.4%	194.6	195.3	0.7	0.4%	173.5				189			
AEP "billable" FTEs					98.9	93.6	-5.3	-5.4%	91.3	89.9	-1.4	-1.6%	93.6				95			



# Memo

To: Board of Trustees

From: Davina Fogg, Vice President of Administrative Services  
Sue Willis, Executive Director of Budget and Finance

Date: 3/14/19

Re: SSB #6493 – Accountability for Intercollegiate Athletics

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In April 2018, the Washington State Legislature approved SSB #6493 related to intercollegiate athletic financial reporting requirements. The Act's requirements intend to provide "increased transparency and accountability for intercollegiate athletic programs at public colleges and universities".

Attached is a copy of the new legislation's requirements, which are summarized as follows:

- 1) The college's Board of Trustees must specifically approve an annual budget for its athletic programs.
- 2) If the athletic programs experience an operating deficit at the end of any fiscal year, the Board must:
  - a. Approve a plan to reduce operating deficits in future fiscal years;
  - b. Conspicuously post on its website the financial statements for its programs for the prior three consecutive years along with the "plan" identified in 2a;
  - c. Approve in advance any transfer exceeding \$250,000 (if not already included in the approved annual budget); and
  - d. Approve in advance any expenditure over \$250,000 that was not included in the approved annual budget.

In December, the community and technical college system received official guidance from the State Board of Community and Technical Colleges (SBCTC) that clarifies the financial statement calculations to use to meet the requirements of SSB #6493. In SBCTC's official guidance, it states that colleges cannot use the operating fees/tuition paid by student athletes as a revenue source. This is an unusual approach that differs greatly from the college's traditional athletic program budgeting process. To comply with SSB #6493, we plan to share and discuss further both of the financial reporting approaches that we'd like to put into place to increase transparency and accountability in our athletic programs.

**RCW 28B.15.120****Board of trustees or regents—Annual budget requirements.**

(1) The board of trustees or regents of each of the state's colleges and universities under RCW **28B.15.005** must specifically approve in an open public meeting, the annual budget for its programs for intercollegiate athletic competition in advance of any expenditure for that fiscal year.

(2) If a college or university's programs experience an operating deficit at the end of any fiscal year, the board of trustees or regents must:

- (a) Approve a plan for how the programs will reduce operating deficits in future fiscal years;
- (b) Conspicuously post to the college or university's web site the financial statements of the programs for the three prior fiscal years and the plan in (a) of this subsection. Any public records request for a copy of the financial statements or plan must be at no cost to the requester;
- (c) Approve in advance any transfer exceeding two hundred fifty thousand dollars; and
- (d) Except as provided in subsection (3) of this section, approve in advance any expenditure over two hundred fifty thousand dollars that was not included in the approved annual budget, in an open public meeting.

(3) Approval of an expenditure by the board of trustees or regents may occur at the next regularly scheduled board meeting after the expenditure if the expenditure is:

- (a) Time sensitive and the net fiscal impact of the expenditure results in a direct revenue gain to the program; or
- (b) Required to meet an immediate public safety need.

(4) Unless the context clearly requires otherwise, the definitions in this subsection apply throughout this section:

(a) "Expenditure" means any discrete purchase, payment, contract amendment, or expense, unless that expenditure is required to meet an immediate public safety need.

(b) "Operating costs" means all direct and indirect costs to operate the programs including the value of any costs that are typically charged to departments, but have been waived by the college or university. Waived costs include, but are not limited to the value of tuition waivers for student athletes and any internal or central service costs not charged to the programs.

(c) "Operating deficit" means the amount by which the aggregate operating costs of the programs exceeds the aggregated receipts and revenue directly generated by the programs in the fiscal year, plus any transfers of reserves that were originally generated directly by the athletic department account.

(d) "Programs for intercollegiate athletic competition" or "programs" means those programs established under RCW **28B.10.703**.

(e) "Transfers" means any transfer of moneys to an account used by programs for intercollegiate athletic competition from any account that holds moneys not directly generated by the programs.

[ **2018 c 292 § 1.**]

AMENDATORY SECTION (Amending Order 73-7, filed 3/23/73)

**WAC 132T-175-010 Purpose.** The purpose of this chapter shall be to ensure compliance by the Community College District No. 20 with the provisions of chapter ~~((1, Laws of 1973 (Initiative 276), Disclosure Campaign finances Lobbying Records; and in particular with sections 25-32 of that act, dealing with public records))~~ 42.56 RCW, the Public Records Act.

AMENDATORY SECTION (Amending Order 73-7, filed 3/23/73)

**WAC 132T-175-020 Definitions. (1) Public records.**

"Public record" indicates any writing containing information relating to the conduct of governmental or the performance of any governmental or proprietary function prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics. Only records that are required to be retained by the district are included in this definition. This definition does not include records held by volunteers who:

- (a) Do not serve in an administrative capacity;
- (b) Have not been appointed by the district to a district board, commission, or internship; and
- (c) Do not have a supervisory role or delegated district authority.

**(2) Writing.**

"Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation, including letters, words, pictures, sounds; or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums, motion pictures, film and video recordings, diskettes, sound recordings, and other documents including existing compilations from which information may be obtained or translated. An email, text, social media posting and database are, therefore, also "writings."

**(3) Bot request.**

"Bot request" is a request for public records that the Community College District No. 20 reasonably believes was automatically generated by a computer program or script.

~~((+3))~~ **(4) Community College District No. 20.**

Community College District No. 20 was established pursuant to the Community College Act of 1967. Community College District No. 20 shall ~~((hereinafter))~~ be referred to as the "district." Where appropriate, the term Community College District No. 20 also refers to the staff and employees of the Community College District No. 20.



AMENDATORY SECTION (Amending Order 73-7, filed 3/23/73)

**WAC 132T-175-030 Description of central and field organization of Community College District No. 20.** (~~((1) Community College District No. 20))~~)

The Community College District No. 20 is an institution of higher education organized under RCW 28B.50.040. The administrative offices of the district and its staff are located at 500 Tausick Way, Walla Walla, Washington, on the Walla Walla Community College campus. In addition to its campus in Walla Walla, the district operates a campus in Clarkston, Washington, at: 1470 Bridge Street, Clarkston, Washington. The district also provides educational programs and services to offenders at the Washington state penitentiary in Walla Walla, Washington and Coyote Ridge Corrections Center in Connell, Washington.

AMENDATORY SECTION (Amending Order 73-7, filed 3/23/73)

**WAC 132T-175-040 Operations and procedures.** Community College District No. 20 is governed by a board of trustees (~~((consisting))~~). The board of trustees consists of five individuals appointed by the governor ((of the state of Washington and is operated in accordance with the provisions of the Community College Act of 1967 and amendments thereto; and the bylaws, policies and regulations adopted by the board of trustees of Community College District No. 20 and on file in the office of the president of Walla Walla Community College)) to a term of five years as provided in RCW 28B.50.100. The board usually meets once a month in regular session on a date and at a time and place specified by public notice, and at special meetings announced by public notice. On occasion, the board may not meet in a particular calendar month. At such time, the trustees exercise the power and duties granted to the board by RCW 28B.50.140. The day-to-day operation and administration of the district, pursuant to policy established and approved by the board of trustees, is implemented through the office of the district president or designee.

AMENDATORY SECTION (Amending Order 73-7, filed 3/23/73)

**WAC 132T-175-050 Public records available.** All public records of the district, as defined in WAC 132T-175-020, are deemed to be available for public inspection and copying pursuant to these rules, except as otherwise provided in (~~((section 31, chapter 1, Laws of 1973))~~) RCW 42.56.210 or other statutes and chapter 132T-175 WAC.

AMENDATORY SECTION (Amending Order 73-7, filed 3/23/73)

**WAC 132T-175-060 Public records officer.** (1) The district's public records shall be in the charge of the public records officer

designated by the district president. (~~The person so designated shall be located in the administrative office of the district.~~) The public records officer shall be responsible for (~~the following: The~~); Implementation of the district's rules and regulations regarding release of public records, coordinating the staff of the district in this regard, and generally insuring compliance by the staff with the public records disclosure requirements of chapter (1, Laws of 1973) 42.56 RCW.

(2) Any person wishing to request access to public records of the district, or seeking assistance in making such a request, should contact the public records officer:

Public Records Officer  
Walla Walla Community College  
500 Tausick Way  
Walla Walla, WA 99362  
phone: 509-522-2500  
email: publicrecords@WWCC.edu

Information is also available at the district's web site at [www.wwcc.edu](http://www.wwcc.edu).

(3) The public records officer will oversee compliance with the Public Records Act, but another district staff member may process requests. Therefore, throughout this chapter, references to the public records officer shall mean the public records officer or his/her designee.

AMENDATORY SECTION (Amending Order 73-7, filed 3/23/73)

**WAC 132T-175-070 Office hours.** Public records shall be available for inspection and copying during the customary office hours of the district. For the purposes of this chapter, the customary office hours shall be from 9:00 a.m. to noon and from 1:00 p.m. to 4:00 p.m., Monday through Friday, excluding legal holidays and days of closure established by the college calendar or by order of the district president.

AMENDATORY SECTION (Amending Order 73-7, filed 3/23/73)

**WAC 132T-175-080 Requests for public records.** (~~In accordance with requirements of chapter 1, Laws of 1973 that agencies prevent unreasonable invasions of privacy, protect public records from damage or disorganization, and prevent excessive interference with essential functions of the agency, public records may be inspected or copied or copies of such records may be obtained, by members of the public, upon compliance with the following procedures:~~

~~(1) A request shall be made in writing upon a form prescribed by the district which shall be available at its administrative office. The form shall be presented to the public records officer, or to any member of the district's staff, if the public records officer is not available, at the administrative office of the district during customary office hours.)~~ (1) Any person wishing to inspect or receive cop-

ies of public records of the district should make the request in person during the district's customary office hours, or in writing on the district's public records request form, or by letter, or by email addressed to the public records officer. While no official format is required for making a records request, the district recommends that the requestor submit requests using the district provided request form. The request form is available at the office of the public records officer and online at [www.wvcc.edu](http://www.wvcc.edu). Regardless of format, the request (~~shall~~) must include the following information:

(a) The name of the person requesting the record;  
(b) Address of the requestor;  
(c) Other contact information, including telephone number and any email address;  
(d) Identification of the public records adequate for the public records officer to locate the records; and  
(e) The (~~time of day and~~) calendar date and time of day on which the request was made(~~+~~

(~~e~~) The nature of the request;  
(~~d~~) If the matter requested is referenced within the current index maintained by the records officer, a reference to the requested record as it is described in such current index;  
(~~e~~) If the requested matter is not identifiable by reference to the district's current index, an appropriate description of the record requested)).

(2) In all cases in which a member of the public is making a request, it shall be the obligation of the public records officer (~~or staff member to whom the request is made,~~) to assist the member of the public in appropriately identifying the public record requested.

(3) If the requestor wishes to have copies of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to pay for copies of the records or to make a deposit. Charges for copies are provided in a fee schedule available at Walla Walla Community College and at [www.wvcc.edu](http://www.wvcc.edu).

(4) The public records officer may accept requests for public records that contain the information in subsection (1) of this section by telephone. If the public records officer accepts such a request, he/she will confirm receipt of the information and the substance of the request in writing.

(5) Upon receipt of a request, the district will assign it a tracking number and log it in.

(6) The public records officer will evaluate the request according to the nature of the request, volume, and availability of requested records.

(7) **Acknowledging receipt of request.** Following the initial evaluation of the request, and within five business days of receipt of the request, the public records officer will do one or more of the following:

(a) Make the records available for inspection or copying including:

(i) If copies are available on the district's internet web site, provide an internet address and link to the web site to specific records requested;

(ii) If copies are requested and payment of a deposit for the copies, if any, is made or other terms of payment are agreed upon, send the copies to the requestor.

(b) Acknowledge receipt of the request and provide a reasonable estimate of when records or an installment of records will be available.



ble (the public records officer may revise the estimate of when records will be available); or

(c) Acknowledge receipt of the request and ask the requestor to provide clarification for a request that is unclear, and provide, to the greatest extent possible, a reasonable estimate of time the district will require to respond to the request if it is not clarified.

(i) Such clarification may be requested and provided by telephone and memorialized in writing;

(ii) If the requestor fails to respond to a request for clarification and the entire request is unclear, the district need not respond to it. The district will respond to those portions of a request that are clear.

(d) Deny the request.

(8) **Consequences of failure to respond.** If the district does not respond in writing within five business days of receipt of the request for disclosure, the requestor should contact the public records officer to determine the reason for failure to respond.

(9) **Protecting the rights of others.** In the event that the requested records contain information that may affect the rights of others and may be exempt from disclosure, the public records officer may, prior to providing the records, give notice to such others whose rights may be affected by the disclosure. Such notice should be given so as to make it possible for those other persons to contact the requestor and ask him or her to revise the request, or, if necessary, seek an order from a court to prevent or limit the disclosure. The notice to the affected persons will include a copy of the request.

(10) **Records exempt from disclosure.** Some records are exempt from disclosure, in whole or in part. If the district believes that a record is exempt from disclosure and should be withheld, the public records officer will state the specific exemption and provide a brief written explanation of why the record or a portion of the record is being withheld. If only a portion of a record is exempt from disclosure, but the remainder is not exempt, the public records officer will redact the exempt portions, provide the nonexempt portions, and indicate to the requestor why portions of the record are being redacted.

(11) **Inspection of records.**

(a) Consistent with other demands, the district shall promptly provide space to inspect public records. No member of the public may remove a document from the viewing area or disassemble or alter any document. The requestor shall indicate which documents he or she wishes the district to copy.

(b) The requestor must claim or review the assembled records within thirty days of the district's notification that the records are available for inspection or copying. The district will notify the requestor in writing of this requirement and inform the requestor to contact the district to make arrangements to review or claim the records. If the requestor or a representative of the requestor fails to claim or review the records within the thirty-day period, or make other arrangements, the district may close the request and refile the assembled records. Other public records requests can be processed ahead of a subsequent request by the same person for the same or almost identical records, which can be processed as a new request.

(12) **Providing copies of records.** After inspection is complete, the public records officer will make the requested copies or arrange for copying. If the district charges for copies, the requestor must pay for the copies.

(13) **Providing records in installments.** When the request is for a large number of records, the public records officer will provide access for inspection and copying in installments, if he or she reasonably determines that it would be practical to provide the records in that way. If, within thirty days, the requestor fails to inspect the entire set of records or one or more of the installments, the public records officer may stop searching for the remaining records and close the request.

(14) **Completion of inspection.** When the inspection of the requested records is complete and all requested copies are provided, the public records officer will indicate that the district has completed a reasonable search for the requested records and made any located non-exempt records available for inspection.

(15) **Closing withdrawn or abandoned request.** When the requestor either withdraws the request, or fails to clarify an entirely unclear request, or fails to fulfill his or her obligations to inspect the records, pay the deposit, pay the required fees for an installment, or make final payment for requested copies, the public records officer will close the request. Unless the district has already indicated in previous correspondence that the request would be closed under the above circumstances, the district will notify the requestor that it has closed the request.

(16) **Later discovered documents.** If, after the district has informed the requestor that it has provided all available records, the district becomes aware of additional responsive documents existing at the time of the request, it will promptly inform the requestor of the additional documents and provide them on an expedited basis.

(17) **Electronic records.** The process for requesting electronic public records is the same as that for requesting paper public records. Costs for providing electronic records are governed by RCW 42.56.120 and 42.56.130 and included in the district fee schedule.

(18) **Bot requests.** The district may deny a bot request that is one of multiple requests from the requestor to the district within a twenty-four-hour period, if the district establishes that responding to the multiple requests would cause excessive interference with other essential functions of the district.

#### AMENDATORY SECTION (Amending Order 73-7, filed 3/23/73)

**WAC 132T-175-090 ((Copying-)) Costs of providing copies of public records.** (1) No fee ((shall)) will be charged for the inspection of public records. ((The district shall charge a fee of five cents per page of copy for providing copies of public records and for use of the district copy equipment. This charge is the amount necessary to reimburse the district for its actual costs incident to such copying.))

(2) The district is not calculating actual costs for copying its records because to do so would be unduly burdensome for the following reasons:

(a) The district does not have the resources to conduct a study to determine actual copying costs for all of its records;

(b) To conduct such a study would interfere with other essential functions; and

(c) Through the legislative process, the public and requestors have commented on and have been informed of authorized fees and costs



for providing photocopies or electronically produced copies of district public records, as authorized in RCW 42.56.120 and as published in the district's fee schedule.

(3) **Fee schedule.** The fee schedule is available at the Walla Walla Community College office of the public records officer and on the district web site at [www.wwcc.edu](http://www.wwcc.edu).

(a) The district may also use any other method authorized under RCW 42.56.120(4). The district may enter into an agreement with a requestor that provides an alternative fee arrangement to the charges authorized in this section, or in response to a voluminous or frequently occurring request.

(b) The district may waive charges assessed for records when the public records officer determines that collecting a fee is not cost-effective.

(c) The district will not impose copying charges for access to or downloading of records that the district routinely posts on its public internet web site prior to receipt of a request unless the requestor has specifically requested that the district provide copies of records through other means.

(4) **Processing payments.** Before beginning to make copies, the public records officer may require a deposit of up to ten percent of the estimated costs of copying all records selected by the requestor. The public records officer may also require the payment of the remainder of the copying costs before providing all records, or the payment of the costs of copying an installment before providing the installment. The district will not charge sales tax when making copies of public records.

(5) **Costs of mailing.** The district may also charge actual costs of mailing, including the cost of the shipping container.

(6) **Payment.** Payment may be made by exact cash, check, credit card, debit card, or money order to Walla Walla Community College.

(7) The district will close a request when a requestor fails to make payment by the payment due date in the manner prescribed for records, an installment of records, or a required deposit.

#### AMENDATORY SECTION (Amending Order 73-7, filed 3/23/73)

**WAC 132T-175-100 Exemptions.** (1) The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. The district reserves the right to determine that a public record, or any portion thereof, requested in accordance with ((the procedures outlined in)) WAC 132T-175-080 is exempt under the ((provisions of section 31, chapter 1, Laws of 1973.

(2) In addition, pursuant to section 26, chapter 1, Laws of 1973, the district reserves the right to delete identifying details when it makes available or publishes any public record, in any cases when there is reason to believe that disclosure of such details would be an invasion of personal privacy protected by chapter 1, Laws of 1973. The public records officer will fully justify such deletion in writing.

(3)) **Public Records Act.**

(2) Requestors should be aware of the following exemptions, outside the Public Records Act, that restrict the availability of some documents held by the district for inspection and copying. This is not an exhaustive list as numerous exemptions exist due to an academic



setting. The district's failure to list an exemption here shall not affect the efficacy of any exemption.

(a) RCW 5.60.060 Who is disqualified—Privileged communications.

(b) 20 U.S.C. 1232g Family Educational Rights and Privacy Act (FERPA).

(c) 42 U.S.C. 405(c)(2)(vii)(1) Social Security numbers.

(d) 45 C.F.R. 16-0164 HIPAA privacy rule.

(e) Chapter 10.97 RCW, regarding criminal history information.

(3) The district is prohibited by RCW 42.56.070 from disclosing lists of individuals for commercial purposes.

(4) All denials of requests for public records must be accompanied by a written statement specifying the reason for the denial, including a statement of the specific exemption authorizing the withholding of the record and a brief explanation of how the exemption applies to the record withheld.

#### AMENDATORY SECTION (Amending Order 73-7, filed 3/23/73)

##### **WAC 132T-175-110 Review of denials of public records requests.**

(1) Any person who objects to the denial, or partial denial, of a request for a public record may petition ((for prompt review of such decisions by tendering a written request)) in writing (including email) to the public records officer for review of that decision. The written request shall ((specifically refer to)) include a copy of or reasonably identify the written statement by the public records officer ((or other staff member which constituted or accompanied the denial)) denying the request.

(2) Immediately after receiving a written request for review of a decision denying access to a public record, the public records officer ((or other staff member denying the request)) shall refer ((it)) the written request and any other relevant information to the district president ((of the college)) or designee. The president or designee shall immediately consider the matter and either affirm or reverse such denial ((or call a special meeting of the district as soon as legally possible to review the denial. In any case, the request shall be returned with a final decision, within two business days following the original denial.

((3) Administrative remedies shall not be considered exhausted until the district has returned the petition with a decision or until the close of the second business day following denial of inspection, whichever occurs first)) within two business days following receipt of the written request for review or within such other time frame as the district and the requestor mutually agree to.

(3) Pursuant to RCW 42.56.530, if the district denies a requestor access to public records because it claims the record in whole or in part is exempt, the requestor may make a request to the attorney general's office to review the matter. The attorney general has adopted rules on such requests in WAC 44-06-160.

(4) Any person may obtain court review of denials of public records requests pursuant to RCW 42.56.550 at the conclusion of two business days following the initial denial regardless of any internal administrative appeal.

AMENDATORY SECTION (Amending Order 75-3, filed 2/27/75)

**WAC 132T-175-120 Protection of public records.** (~~(That the location of the public records officer appointed pursuant to WAC 132T-175-060 shall be in the office of the business manager. That the public records officer shall establish a central district index which shall be the district's master index to be coordinated with subsidiary indexes established in each major administrative area of the college, specifically:~~

~~(1) The office of the secretary to the board of trustees of the district (which is the office of the president of Walla Walla Community College);~~

~~(2) The office of the president of Walla Walla Community College;~~

~~(3) The office of the dean of instruction;~~

~~(4) The office of the dean of student services;~~

~~(5) The business office; and/or~~

~~(6) Any subdivision of each major administrative area mutually agreed upon by the administrator of the area involved and the public records officer.~~

~~That upon receiving requests for public records in the manner prescribed in WAC 132T-175-080, it shall be the duty of the public records officer to immediately act upon the request. If it is determined the item requested is a public record as defined in WAC 132T-175-020 it shall be the duty of the public records officer to locate the public record in the office in which it is filed and make it available for inspection. That should, in the judgment of the public records officer, there be a possibility of the destruction of the public record, then the public records officer shall make available a copy of the record.~~

~~That upon request the public records officer shall make available copies of public records in accordance with WAC 132T-175-090.)) (1) It is the policy of the district, in order to protect public records from damage or disorganization and to prevent excessive interference with other essential functions of the district, that original copies of records are not to be taken from the district designated area of custody or storage. Any inspection or copying of records subject to this chapter is to occur at places designated by the public records officer. The fullest assistance to inquiries and timely action on requests for information, consistent with protection of the public records, is to be supplied.~~

~~(2) A variety of records are available on the district web site at [www.wvcc.edu](http://www.wvcc.edu). Requestors are encouraged to view the documents available on the web site prior to submitting a records request.~~

AMENDATORY SECTION (Amending Order 73-7, filed 3/23/73)

**WAC 132T-175-130 Records index. (1) Index.**

The district (~~(shall)~~) will make available (~~(to all persons a current)~~) an index which provides identifying information as to (~~(the following)~~) records (~~(issued, adopted or promulgated since its inception:~~

~~(a) Final opinions, including concurring and dissenting opinions, as well as orders, made in the adjudication of cases;~~

~~(b) Those statements of policy and interpretations of policy, statute and the constitution which have been adopted by the agency;~~  
~~(c) Administrative)) maintained in accordance with its records retention schedule. These include, but are not limited to, the following:~~

- ~~(a) Board of trustees minutes and reports;~~
- ~~(b) Financial records and budgets;~~
- ~~(c) Staff manuals and instructions to staff that affect a member of the public;~~
- ~~(d) ((Planning policies and goals, and interim and final planning decisions;~~
- ~~(e) Factual staff reports and studies, factual consultant's reports and studies, scientific reports and studies, and any other factual information derived from tests, studies, reports or surveys, whether conducted by public employees or others; and~~
- ~~(f) Correspondence, and materials referred to therein, by and with the agency relating to any regulatory, supervisory or enforcement responsibilities of the agency, whereby the agency determines, or opines upon, or is asked to determine or opine upon, the rights of the state, the public, a subdivision of state government, or of any private party.)) Strategic plan;~~
- ~~(e) Facility master plans;~~
- ~~(f) Policies and procedures;~~
- ~~(g) Accreditation reports, self-studies, and related correspondence;~~
- ~~(h) Integrated post-secondary education data system (IPEDS) data;~~
- ~~(i) Cost of attendance; and~~
- ~~(j) Clery Act compliance.~~
- (2) Availability.**

The ~~((current))~~ index ~~((promulgated by the district shall))~~ and related records retention schedule will be available ~~((to all persons))~~ under the same rules ~~((and on the same conditions as are))~~ as applied to public records ~~((available for inspection))~~.

#### AMENDATORY SECTION (Amending Order 73-7, filed 3/23/73)

**WAC 132T-175-150 Adoption of form.** The district ~~((hereby))~~ shall adopt~~((s))~~ a form for use by ~~((all))~~ persons requesting inspection and/or copying or copies of its records~~((, the form attached hereto as Appendix A, entitled "Request for public record."))~~.

#### REPEALER

The following sections of the Washington Administrative Code are repealed:

- WAC 132T-175-140 District's address.
- WAC 132T-175-990 Appendix A—Request for public record.



Addendum to  
**Walla Walla Community College**  
**District No. 20**  
**Presidential Contract**

In accordance with the contract between the Board of Trustees of Walla Walla Community College, District No. 20 (hereinafter referred to as "Board") and Derek R. Brandes (hereinafter referred to as "President"), the Board, and the President desire to increase the President's salary and add an additional benefit as follows:

V. Salary

The President shall receive an annual salary of Two Hundred One Thousand Six Hundred Thirty dollars (\$201,630) effective January 1, 2019, subject to whatever increase may be provided by the Board periodically during the term of this contract. The salary shall be paid in accordance with the state's scheduled payroll dates. Any increase in the salary of the President may be implemented by resolution or motion duly passed by the Board and shall be evidenced by written addendum to this contract.

VI. Benefits

6. Paid personal leave up to a maximum of twelve (12) weeks for personal medical reasons separate from and in addition to sick and vacation leave provided.

**IN WITNESS WHEREOF**, the Board and the President have executed this agreement this 20th day of March, 2019.

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Mr. Don McQuary  
Chair, Board of Trustees

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Dr. Derek R. Brandes  
President

---

Approved as to Form  
Mr. Steven J. Foster  
Assistant Attorney General  
Office of the Attorney General

**WALLA WALLA COMMUNITY COLLEGE****MEMORANDUM**

**DATE:** March 14, 2019

**TO:** Board of Trustees

**FROM:** Sherry Hartford, Vice President of Human Resources

**SUBJECT:** Negotiated Agreement between the Board of Trustees of Walla Walla Community College (WWCC) District No. 20 and the WWCC Association for Higher Education

The management of WWCC and representatives from the Association for Higher Education have completed negotiations for a proposed contract to be effective from March 20, 2019 through March 20, 2022. A copy of the draft contract is attached for your review. The Association passed their ratification vote on February 7, 2019. Board approval of the contract will be requested at the March 20, 2019 meeting.

Highlights of the proposed changes include:

1. Leave
  - a. Sick Leave – includes caring for a “sibling and/or other relationships as agreed upon with management” as an acceptable use of sick leave.
  - b. Bereavement leave – includes “other relationships as agreed upon with management” as acceptable and clarified that up to ten consecutive working days of total leave (bereavement and sick) may be taken for bereavement.
  - c. Personal Leave – Granted “Benefits-Eligible” adjunct faculty (approximately twenty-five) the ability to use one day of sick leave per quarter as personal leave.
2. Advising
  - a. Allows for an exception to the advising requirement where “with management approval, alternative service to the college has been deemed a suitable substitute to advising responsibilities.”
3. E-learning
  - a. Updated language related to e-Learning and determined a “course load composed entirely of e-Learning courses is subject to mutual agreement.”
4. Tenure Evaluation
  - a. Clarified the evaluation process for tenure-track faculty.
5. Professional Development
  - a. Significantly revised the Professional Development Program to eliminate the requirement to earn nine narrowly defined Professional Improvement Units. Established a requirement of 60 hours of broadly defined Professional Development during the three-year performance evaluation period.

6. Compensation

a. Full-time Faculty Compensation

- i. Revised the fifty-step schedule in favor of an eight-step schedule.
- ii. Starting salaries for new full-time faculty are unchanged.
- iii. Top salary increased from \$71,012 to \$80,476.
- iv. Movement from step to step requires review and recommendation from a newly established Promotion Review Committee.
- v. Faculty COLA (if approved by the legislature and anticipated to be 3%) will be matched by the college or entirely absorbed by grant funds (for a total of \$622,837 including benefit costs or 6.65% salary increase) to fund a partial transition to the new schedule.
- vi. Sixty-nine faculty will experience a salary increase as they move to the new schedule via an agreed up on transition grid (based primarily on years of service to WWCC). Fifty-six faculty will have salaries unchanged.
- vii. Doctoral stipend of \$3,300 was removed and incorporated into current faculty salaries (with two-step credit given on transition grid).

b. Part-time Faculty Compensation

- i. Will receive an equivalent 6.65% salary increase across all Modes of instruction.

7. Leadership

- a. Division Chair stipends were increased from \$5,750 to \$10,178. Reassigned time is now an option in lieu of stipend.

8. Labor/Management Communication Committee (LMCC)

- a. To facilitate a constructive cooperative relationship, a LMCC was created to share information and concerns and to promote constructive, respectful, meaningful, and cooperative labor management relations.

9. Task Forces Established

- a. Define nursing faculty workloads.
- b. Define modes of instruction.
- c. Revise post-tenure performance evaluation
- d. Revise/Redefine Professional Development Committee.
- e. Review of roles of Division Chairs and Workforce Leads.
- f. Define Assessment Coordinator role.





***WALLA WALLA COMMUNITY COLLEGE***

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

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## Table of Contents

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



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

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





## **PREAMBLE**

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

## **Article 1 Recognition**

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

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

## **Article 2    Status of the Contract**

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

## **Article 3    Conformity to Law**

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

## **Article 4    Distribution of the Contract**

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

## **Article 5 Contracting Out**

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

## **Article 6 Management Rights**

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

## **Article 7 Association Rights**

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



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

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

7.9 Membership

No employee shall be required to join the Association.

7.10 Voluntary Dues Payments

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

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

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

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

7.11 Hold Harmless

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

## **Article 8 Labor/Management Communication Committee**

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

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

## **Article 9 Academic Employee Protection**

### **9.1 Legal Protection**

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

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

## 9.2 Academic Freedom

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

# Article 10 Academic Employee Rights

## 10.1 Individual Rights

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

## 10.2 Safe Working Conditions

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

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

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

## 10.5 Right to Due Process

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



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

#### 10.6 Personnel Files

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

#### 10.7 Selection of Full-time Faculty

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

## **Article 11 Faculty Responsibilities**

#### 11.1 Basic Function and Responsibility

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

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

## 11.2 Teaching/Equivalent Responsibilities

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

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

## 11.3 Advising

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

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

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

#### 11.4 Professional Development

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

#### 11.5 Professional Accomplishments

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

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

#### 11.6 Service to the College

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

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

## **Article 12 Participation in College Governance**

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

## **Article 13 Copyrights and Patents**

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



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

## **Article 14 Travel**

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

## **Article 15 Professional Meetings**

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

## **Article 16 Class Audit and Enrollment**

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

## **Article 17 Insurance Plan and Related Benefits**

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

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

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

## **Article 18 Absences and Leave**

- 18.1 Notice Required

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

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

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

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

18.3 Leave of Absence

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

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

## **Article 19 Replacements for Personnel on Leave**

Depending on the length of the leave for an employee, it may be necessary to hire either a substitute (for periods of less than thirty (30) days) or a replacement (for periods of thirty (30) days or more). In either case, the new employee should be informed of the estimated length of their assignment and the temporary employment category; i.e. "substitute" or "replacement," in which they are working. In all cases, it will be understood prior to beginning of employment that a regular full-time employee will be returning to that position.



## **Article 20 Personal Leave**

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

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

## **Article 21 Civil Duty Leave**

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

## **Article 22 Government Service Leave**

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

## **Article 23 Work Related Injury/Illness Leave**

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

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

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

## **Article 24 Family Medical Leave**

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

## **Article 25 Sick Leave**

- 25.1 Accrual

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

## 25.2 Accumulation

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

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

## 25.3 Use of Sick Leave

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

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

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

#### 25.4 Reporting

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

#### 25.5 Transferability

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

#### 25.6 Reinstatement

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

#### 25.7 Annual Sick Leave Cash Out

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

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



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

#### 25.8 Sick Leave Cash Out Separation

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

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

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

## **Article 26 Bereavement Leave**

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

## **Article 27 Sabbatical Leave**

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

#### 27.2 Purpose

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

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

### 27.3 Eligibility

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

### 27.4 Approval

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

### 27.5 Compensation

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

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

### 27.6 Outside Funding

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

### 27.7 Procedure

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

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

#### 27.8 Award Criteria

Sabbatical leave shall be awarded according to the following criteria.

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

#### 27.9 Leave Contract

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

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

#### 27.10 Employee Rights

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

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

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

## **Article 28 Workload**

### **28.1 Duration and Composition**

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

### **28.2 Work Assignments**

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

### **28.3 On-Campus Requirement**

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

### **28.4 Contact Hours**

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

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

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

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



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

28.12 Work Schedule

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

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

28.13 Syllabi Requirements

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

28.14 Off-Campus Assignments

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

## 28.15 Multiple Sections of Courses

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

## Article 29 eLearning

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

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

- 29.2 eLearning courses taught as part of a full-time instructor's regular workload will be considered in the faculty members annual load calculation in the same manner as traditional courses. A course load composed entirely of eLearning courses is subject to mutual agreement.
- 29.3 Regarding intellectual property rights related to eLearning courses, see Article 13.

## Article 30 Evaluation

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

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

- 30.3 Purpose

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

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

#### 30.4 General Evaluation Process

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

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

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

#### C. Counselors and Librarians

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

#### D. Evaluation Timelines

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

#### E. Modality

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

### 30.5 Process for Probationary (Tenure-Track) Faculty

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



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

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

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

### 30.6 Process for Tenured Faculty

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

### 30.7 Process for Special Funded Annual Faculty

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

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

### 30.8 Process for Special Funded Quarterly Faculty

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

### 30.9 Process for Evaluating Part-Time Faculty

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

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

#### 30.10 Process for Division Chairs and Program Leads

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

### **Article 31 Professional Development Program**

#### 31.1 Purpose

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

#### 31.2 Professional Development Plan

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

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

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

## **Article 32 Professional Development Committee**

### **32.1 Purpose**

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



## 32.2 Duties

The duties of the Professional Development Committee include the following:

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

## 32.3 Composition

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

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

# Article 33 Exceptional Faculty Awards Program

## 33.1 Authority

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

### 33.2 Eligibility

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

### 33.3 Utilization of Funds

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

### 33.4 Amount of Awards

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

### 33.5 The Application Form

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

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

### 33.7 Criteria for Proposed Project and Achievement Awards

#### A. Project Awards Criteria:

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

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

## **Article 34 Tenure and Promotion**

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

### **Special Faculty Appointment**

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

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

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

#### 34.2 Authority

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

#### 34.3 Composition of Tenure Review Committee

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

#### 34.4 Duties of Tenure Review Committee

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



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

#### 34.5 Required Tenure Review Committee Action

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

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

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

#### 34.6 Extension of Probation Period

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

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

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

#### 34.7 Tenure Purchase Agreement

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

#### 34.8 Promotion Review Committee

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

#### 34.9 Promotion Authority

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

#### 34.10 Composition of Promotion Review Committee

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

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

#### 34.11 Duties of Promotion Review Committee

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

#### 34.12 Required Promotion Review Committee Action

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



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

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

## **Article 35 Dismissal**

### **35.1 Sufficient Cause**

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

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

### **35.2 Dismissal Review Committee**

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

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

### 35.3 Charges

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

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

### 35.4 Hearing Procedure for Dismissal

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

D. Consideration by the Dismissal Review Committee:

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

## **Article 36 Reduction-in-Force**

### **36.1 Termination of Faculty Appointments**

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

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

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

### **36.3 Lay-Off Units**

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

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

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

#### 36.4 Seniority

##### A. Definition

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

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

##### B. Faculty/Administrative Appointment

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

#### 36.5 Order of Reduction

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

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



### 36.6 Notification of Lay-Off

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

### 36.7 Financial Emergency

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

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

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

#### 36.8 Appeal Rights

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

#### 36.9 Recall Rights

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

#### 36.10 Special Provisions

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

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

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

## **Article 37 Part-Time Faculty**

### **37.1 Fringe Benefits**

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

### **37.2 Personnel Files**

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

### **37.3 Appointment Notices**

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

#### 37.4 Salary Payment

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

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

#### 37.5 Office Hours

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

#### 37.6 Sick Leave

##### A. Accrual

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

##### B. Use

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

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

#### 37.7 Shared Leave

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

#### 37.8 Sick Leave Cash-Out

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

#### 37.9 Rate of Leave Earned

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

#### 37.10 Professional Development Fund

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

#### 37.11 Attendance at Professional Development Activities and Meetings

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



### 37.12 Process for Evaluating Part-Time Faculty

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

## **Article 38 Grievance Procedure**

### 38.1 Definition and Procedure

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

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

## 38.2 Time Limits

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

## 38.3 Arbitration

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

## 38.4 Jurisdiction of the Arbitrator

Jurisdiction of the arbitrator is limited to:

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

## 38.5 Fees and Expenses, Decision of Arbitrator

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

## 38.6 Records

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

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

## **Article 39 Salary Schedule**

### **39.1 Legislative Authorization**

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

### **39.2 Placement of New Academic Full Time Employees**

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

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

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

### **39.3 Advancement on the Full Time Salary Schedule**

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

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

### **39.4 Part-time, Moonlight/Overload Faculty Salary Schedule**

Part-time faculty schedule is attached as Appendix D

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

#### 39.5 Salary Increase Provisions

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

### **Article 40 Individual Contracts**

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

## **Article 41 Payment**

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

A. September to June Employment. Prior to June 30<sup>th</sup> 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 1/19<sup>th</sup> semi-monthly, September through June.
2. Contract is divided into twenty-four (24) equal amounts and paid 1/24<sup>th</sup> semi-monthly, September through May and a balloon payment of 6/24<sup>th</sup> in June.

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

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

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

41.3 Other Deductions

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

## **Article 42 Uninterrupted Instructional Activities**

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



## Article 43 Duration

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

Signed \_\_\_\_\_, 2019 at Walla Walla, Washington.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Appendix A: Administrative and Exempt Positions

### **ADMINISTRATIVE POSITIONS**

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

### **EXEMPT POSITIONS**

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

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

## Appendix B: Lay-Off Units

### **Main Campus**

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

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

### **Washington State Penitentiary**

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

### **Clarkston**

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

## Appendix C: Full Time Faculty Salary Schedule

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

For the Employer:

For the Association:

\_\_\_\_\_  
Mr. Don McQuary

\_\_\_\_\_  
Mr. James Peitersen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date