

# Whatcom

COMMUNITY COLLEGE

## AGREEMENT

by and between

THE BOARD OF TRUSTEES OF  
WHATCOM COMMUNITY COLLEGE  
DISTRICT NO. 21

and

WHATCOM COMMUNITY COLLEGE  
FEDERATION OF TEACHERS

September 1, 2024 through August 31, 2027



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## ARTICLE I – RECOGNITION

**SECTION A.** The Board of Trustees of Whatcom Community College, District No. 21 (hereinafter referred to as the “Employer”) hereby recognizes the Whatcom Community College Federation of Teachers (hereinafter referred to as the “Union”) as the exclusive negotiating representative for all Community College District No. 21 Academic Employees (hereinafter referred to as “Faculty Members”) in the following categories and as further defined in RCW Chapter 28B.52: (1) instructional, (2) counseling, (3) learning resources and services. The bargaining unit shall consist of all Faculty Members of the District.

**SECTION B.** Personnel excluded from representation by the Union include administrative employees, classified staff and other exempt employees excluded by law. Employees who otherwise meet the definition of Faculty may be excluded if there are external funding or other requirements upon mutual agreement between the Union and the Employer.

**SECTION C.** Questions regarding unit determination or classification shall be referred to the Public Employment Relations Commission (PRC) in accordance with its rules and regulations and applicable status.

**SECTION D.** Notice of Non-Discrimination — Whatcom Community College recognizes its responsibility for investigation, resolution, implementation of corrective measures, and monitoring the educational environment and workplace to stop, remediate, and prevent discrimination on the basis of race, color, national origin, age, perceived or actual physical or mental disability, pregnancy, genetic information, sex, sexual orientation, gender identity, marital status, creed, religion, or honorably discharged veteran or military status, or the use of trained guide dog or service animal, as required by Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Sections 504 and 508 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and ADA Amendment Act, the Age Discrimination Act of 1975, the Violence Against Women Reauthorization Act and Washington State’s Law Against Discrimination, Chapter 49.60 RCW and their implementing regulations. Employees are also protected from discrimination for filing a whistleblower complaint with the Washington State Auditor. The following person has been designated to handle inquiries regarding non-discrimination policies and Title IX compliance: Executive Director for Human Resources, 237 W. Kellogg Road, Bellingham, WA 98226, (360) 383-3400. WCC publications are available in alternate formats upon request by contacting the Office for Access and Disability Services at (360) 383-3084.

## ARTICLE II – BOARD UNION RELATIONS

**SECTION A.** The employer shall not discriminate against faculty members or applicants for such positions because of their membership or non-membership in the Union, other employee organizations or because of their exercise of other rights under RCW Chapter 28B.52.

**SECTION B.** The Union shall not discriminate against any Faculty Member because of non-membership in the Union or because of membership in other employee organizations.

**SECTION C.** The Union agrees to represent fairly and equitably all Faculty Members of the District.

**SECTION D.** The Employer and the Union further agree that provisions of the Agreement will be applied equally to all bargaining unit members consistent with its terms.

**SECTION E.** This Agreement will be published on the Staff Web within thirty (30) days after the Agreement and/or amendments to it are ratified. Printed copies shall be made available to the Union without charge upon request.

## ARTICLE III – UNION ACTIVITIES AND PRIVILEGES

**SECTION A. INFORMATION.** The Union, upon request, shall be granted access to information required to assist it in its representation responsibility.

Such requests shall be with advance notice and shall not involve additional costs or staff time. Copies of such information shall be furnished to the Union at no cost. One copy of the annual budget and budget status reports shall be provided to the Union at no cost.

**SECTION B. FACILITIES.**

1. The Union shall have the right to full use of building facilities and classrooms of the District, providing such use does not interfere with regular instructional activity and shall involve no additional cost to the Employer.
2. Duly authorized representatives of the Union shall be permitted to transact official Union business on District property at all reasonable times, provided there is no disruption to the normal operation of the College. Providing a place for regular Union meetings shall be considered during the scheduling of rooms each quarter.

**SECTION C. EQUIPMENT.** The Union shall have the right to use District equipment, provided such usage does not interfere with normal operations of the College. Abnormal additional costs associated with such use shall be borne by the Union.

**SECTION D. ADMINISTRATIVE SUPPORT SERVICES.** The Union shall have access to College administrative support services when such services do not interfere with College business.

**SECTION E. MAIL.** The District agrees that the Union shall have the right to distribute contract-related materials in the mail boxes of Faculty Members. The Union will be entitled to use the college mail service provided that postage costs shall be borne by the Union.

**SECTION F. BULLETIN BOARDS.** The Union will be entitled to post on and remove its materials from bulletin boards provided in central areas in each major location.

**SECTION G. PAYROLL DEDUCTION.** Faculty Members shall have the right to guaranteed payroll deduction of membership dues for the Union and the Employer shall remit such dues to the authorized representative, if authorized by the employee in writing. Such deductions shall be consistent with OFM regulations. Faculty Members electing to withdraw membership from the Union shall notify both the Union treasurer and the Business Office in writing.

The Union 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 reasons 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 in writing to the Employer.

**SECTION H. LEAVES FOR MEETINGS.** The Union shall have the right to send two representatives to legislative committee hearings, State Board for Community and Technical Colleges (SBCTC) meetings or Federation regional or statewide meetings/conferences. The Federation agrees to pay for the cost of a substitute that may be necessary, in the judgment of the appropriate administrator, to fulfill the representatives' assignments during the individuals' absence. Travel and related expenses shall be borne by the Union.

**SECTION I. SCHEDULE FOR PRESIDENT AND BARGAINING CHAIR.** In recognition of the responsibility of the Federation in governance matters, the work schedule for the President and Bargaining Chair of the Union shall be arranged, as much as possible, to facilitate College governance. The Union President shall not be expected to serve on standing committees for the duration of term as President.

1. The College shall grant the Union President a minimum of one-third reassign time from teaching in three quarters.
2. The WCCFT may be allowed to purchase additional reassign time for any executive committee officer or other Union member.
  - a. Reassign time allocated under this section shall be approved by the appropriate administrator.
  - b. Members of the union bargaining team shall not be expected to serve on standing committees during a full-scope bargaining year.

**SECTION J. BOARD MEETINGS.** The Union shall be allowed to enter any items on the agenda and shall be allowed to speak to any question on the agenda, consistent with the rules of the Board of Trustees. Nothing herein shall be construed to grant the right for the Union to attend executive sessions of the Board.

**SECTION K. MAJOR COLLEGE MEETINGS.** The Union shall be consulted by the Employer before all major College meetings concerning agenda and possible participation by Faculty Members in these meetings.

**SECTION L. UNION PRESIDENT ACTIVITIES.** The Union President shall perform duties as outlined in the WCCFT Constitution.

1. The Union President shall have the opportunity to meet with the Vice President for Instruction (VPI) at least monthly, and for quarterly meetings with the College President and the vice presidents of Student Services and Administrative Services.
2. The Union president or designee shall hold a non-voting seat on the Instructional Council or equivalent co-governance instructional leadership body that includes both instructional administration (e.g., VPI, Deans, Associate Deans, Program Directors) and faculty leadership (e.g., Department Chairs, Discipline Leads, Program Leads).

## ARTICLE IV – HIRING, ASSIGNMENT, CONTRACTS

**SECTION A. CERTIFICATION.** As a condition for Full-time employment by the Employer, Faculty Members shall meet or exceed certification standards and comply with all conditions pertaining thereto as set forth in applicable College policy approved by the Board of Trustees and/or required by rules of the State Board for Community and Technical Colleges or other appropriate certification agency.

**SECTION B.** The College and the Union are committed to striving toward an educationally sound mix of Full-time and Adjunct Faculty. Further, the College and the Union are committed to working with the legislature and other state entities involved to obtain the financial resources necessary to enable the College to pay equal salaries for equal work and equal responsibilities to all who are covered by this Agreement.

**SECTION C. DEPARTMENTAL STRUCTURE.** The following is the configuration of Departments and Programs within the academic organization. All future decisions pertaining to Department and Program alignment shall include consultation with the appropriate Department Chairs and affected Faculty.

### Departments

#### Academic Foundations Department

Adult Basic Education/High School Completion	English Language Learner
Cooperative Education	Educational Planning
Developmental Education	Learning Contracts
English for Speakers of Other Languages	Library

#### Health and Wellness Department

Counseling/Human Development	Physical Education
Massage Therapist	Physical Therapist Assistant
Medical Assistant	Substance Use Disorder Professional/Behavioral Health
Nursing/Nursing Assistant	Social Work

#### Arts, Humanities, and Languages Department

Art	Humanities
Dance	Music
Drama	World Languages
Interdisciplinary Studies	Visual Communications

#### English Composition and Literature Department

Composition	Journalism
Film	Literature

#### Sciences and Engineering Department

Chemistry	Geology/Oceanography
Biology/Environmental Science/Nutrition	Physics/Physical Science/Astronomy
Engineering	

#### Mathematics Department

Mathematics



Technology Department

Computer Information Systems/IT Networking /Cybersecurity  
Computer Science  
Software Development

Social Sciences Department

Anthropology	Philosophy
Communication Studies	Political Science
Economics	Psychology
Geography	Sociology
History	

Business, Education, and Law Department

Accounting/Finance	Education/Early Childhood Education
Business/Business Management	Hospitality and Tourism Business Management
Business Technology/Office Administration	Paralegal Studies
Criminal Justice	Parent Education

**SECTION D. NOTICE OF VACANCY.** Academic and administrative vacancies of two-thirds (2/3) or more per quarter shall be posted by Human Resources. Applications received from Faculty Members of the District shall be given first consideration where qualifications are equal and such is not inconsistent with affirmative action requirements or other legal limitations. In such cases, they shall be given consideration with all other applicants.

**SECTION E. RECOMMENDATION/EVALUATION OF FULL-TIME FACULTY.** No individual shall be hired for a Full-time position for more than one quarter without evaluation from a search committee. Such committees shall consist of an appropriate administrator appointed by the Vice President for Instruction, at least two subject area specialists appointed by the department, the academic or service Department Chair or designee. The search committee shall review applications and interview all applicants who are requested to visit the College. It shall be the responsibility of the President or designee, to determine that persons recommended for employment meet all qualifications established by law and the District for the type of position for which the recommendation is made.

**SECTION F. SELECTION OF DEPARTMENT PERSONNEL.**

1. Faculty Members shall be given an opportunity to be involved in criteria development for Faculty selection and the selection process of all Faculty Members with whom they will share assignments. Involvement will include recommending to the appropriate Administrator the scope of the search, necessary qualifications for the position and the Faculty membership of the selection committee. The unavailability of Faculty Members to exercise such an opportunity shall not bar the completion of the selection process.
2. Faculty Members who act as Chairs of Instructional and Support Departments shall be recommended from among Full-time Faculty by the Faculty Members in each department. Recommendations shall be submitted to the appropriate Administrator

by March 15 in a year when the term of the current Department Chair expires. The President shall appoint Department Chairs by April 15 of the same year.

3. Annually in spring quarter, the Instructional Council will develop a process and timeline for prioritizing full-time faculty hires for recruitment in the following academic year.
  - a. The College will provide Instructional Council with college needs and priorities needed to inform this process.
  - b. Discipline/program leads will be provided an opportunity to meet with the Instructional Council and present their proposals/rationale during the prioritization process.
  - c. The prioritization process will be completed by Instructional Council by mid-October of each year.
  - d. The College will provide an initial decision on a list of recruitable positions by November 30 of each year.
  - e. If an individual full-time faculty hiring process is unsuccessful, the faculty search committee chair will debrief with the president or designee.

**SECTION G. SELECTION OF ADMINISTRATIVE PERSONNEL.** The Employer shall involve the appropriate Faculty Member(s) to provide feedback on position descriptions for new or replacement exempt personnel in positions of two-thirds time or more that support Faculty or to which Faculty report or that provide direct services to the general student population. Such involvement shall promote early consultation with Faculty Members. Further, the Employer shall provide an opportunity for Faculty Members to participate in the recruitment for these same exempt personnel positions.

Faculty Union leadership shall be solicited for faculty member appointments to serve on search committees for positions of interest to the Union. The Union shall have ten (10) instructional days from the day that Human Resources makes a request to respond with the names of those faculty members who will serve on a search committee. The unavailability of the Faculty Union to exercise such an opportunity shall not bar the completion of the selection process.

**SECTION H. ASSIGNMENT.**

1. Faculty Members shall be informed annually and/or upon employment as to the requirements of their assignment and shall receive an orientation package explaining the organizational policies and procedures of the College and indicating the benefits available to the employee.
2. Faculty supervision shall be performed by the Vice President for Instruction, Instructional Deans, or Instructional Program Directors, with the primary role of supporting and overseeing faculty. Specifically, the Vice President for Instruction, Instructional Deans or Instructional Program Directors will review student course feedback, and faculty professional reports/surveys; meet with faculty to review

workload and discuss professional growth activities; and approve final hiring decisions regarding adjunct faculty. All faculty supervisors will participate in annual training on anti-bias, culturally-responsive practices. Supervisors will also participate in training to better inform their review of student course feedback.

The Office of Instruction will assign faculty supervisors with the advice of the executive committee of the Union prior to faculty notification. At the start of each academic year, the Office of Instruction will distribute and post a list of faculty supervisors, identified by relevant academic disciplines and programs. All new faculty will be informed of their supervisor during the orientation process. In the case of an unforeseen situation, the Vice President for Instruction, after consultation with the Union, may select an alternate supervisor.

3. Faculty Members shall have the opportunity to participate in the selection of courses they will teach, based in the area of their greatest expertise.
4. All departments/disciplines will create a scheduling process document with opportunity for input from all discipline/program faculty and from the appropriate Dean and VPI and submit it to the Office of Instruction. The unavailability of the faculty or administrators to exercise such an opportunity shall not bar the completion of the process. These documents also will be made available to the faculty on the staff intranet. Department chairs, program leads, and discipline leads are responsible for updating scheduling documents as needed, reviewing at least every three [3] years, and ensuring the current version is on file with the Office of Instruction.
5. Assignment of adjunct faculty
  - a. If an adjunct faculty at step 6 (any Tier 2 or Tier 3 adjunct faculty based on the 2018-2021 negotiated Agreement are also included) or beyond is not offered an annual teaching load consistent with the previous academic year's contract (excluding honors seminars and learning contracts), the adjunct and their supervisor shall receive a written explanation for this change from the department chair during the annual scheduling process. Reasons for a reduced load may include:
    - i. Full-time faculty teaching load needs to be fulfilled.
    - ii. Previously taught class sections do not meet minimum enrollment threshold to be included in the annual schedule.
    - iii. Discipline/program-wide general enrollments have dropped to the point where section offerings need to be reduced.
    - iv. Faculty member was given an additional section or assignment as a short-term or temporary solution. Faculty will receive written notification identifying the additional teaching assignment as temporary, including the expected duration of the assignment. Additional non-teaching assignments are considered temporary unless communicated otherwise.

- v. Inability to stay in good standing by meeting performance expectations, after a requisite remediation or discipline process with their supervisor has been attempted.
  - vi. Faculty refusal or inability to accept an assignment due to course, modality, or time slot.
  - b. If the adjunct faculty member does not agree with the criteria by which they were given a reduced teaching load, they may meet with their department chair and supervisor to request a review of the scheduling decision.
  - c. Once the annual schedule is submitted, adjunct faculty who lose a section due to class cancellations will not displace another adjunct faculty assigned to a different class section.
6. Annual Academic Calendar
- a. There will be a Union Executive Committee member or designee on the committee that develops the annual academic calendar.

#### **SECTION I. CLASS SCHEDULING AND CANCELLATION.**

1. To assist with annual schedule development, the College will provide a good-faith, data-based enrollment forecast and recommendations for increases or decreases in offerings for the following year by February 1<sup>st</sup>. The College will identify a minimum enrollment threshold for classes to be listed on the annual schedule and provide this report to the Instructional Council. All class sections listed on the annual schedule by the respective departments for which the enrollment in the previous year was less than the identified enrollment threshold shall provide rationale for inclusion by the department. The final decision on class offerings in the annual schedule is reserved to the employer
2. The decision to continue or discontinue any College Programs or offerings is reserved to the Employer. Departments will be given the opportunity to make recommendations regarding cancellations of class sections in certificate or degree Programs. Recognizing that a balanced, in-depth, convenient schedule of offerings should be maintained, strong consideration will be given to the continuation of:
  - a. Required courses for student progress in degrees and certificates;
  - b. Sequential courses;
  - c. Infrequently offered courses or initial offerings (first three offerings);
  - d. A distribution of classes in various modalities that support student needs (e.g., face-to-face, hybrid, online).
3. Department chairs and administrators will review low-enrolled class sections on a quarterly basis. Classes on the schedule that reach an enrollment level of 12 students approximately two-weeks prior to the start of the quarter will not be canceled. No later than two weeks prior to the first day of the quarter, faculty

assigned to course sections under consideration for cancellation will be notified that their section is currently low enrolled. If a low-enrolled course reaches 12 students after the notification date, the course will not be canceled. Approximately one-week prior to the start of quarter, department chairs and administrators will discuss the remaining low-enrolled sections. Any administrative decision to cancel classes will be based on historic enrollment data that accounts for enrollment trends up to the first day of the quarter.

- a. An annual timeline of low-enrolled notifications and course cancellation dates will be developed by the Instructional Council, then finalized and distributed by the Instruction Office at the end of spring quarter for the upcoming academic year. Determination of these dates will consider the impact of holidays, academic breaks, and any registration or financial aid processes by which students are administratively disenrolled for non-payment of tuition.
4. Prior to canceling any class section, the appropriate Administrator shall consult with the appropriate Department Chair regarding the Department recommendations. The Department Chair shall immediately notify the Faculty Member and discipline lead/program lead of the determination. Only under unusual circumstances will a class section be discontinued after the first day of the quarter.
5. Adjunct faculty approved to teach a class, when student enrollment is below 12, may be paid, with the faculty member's agreement, a proportion of the regular class pay based on multiplying the regular class pay by either the number of students/12 or by 8/12, whichever is greater.
6. In the event an Adjunct Faculty Member's course is cancelled or in the event a full-time faculty member is assigned to a course already assigned to an Adjunct Faculty Member within seven (7) calendar days of the start of the quarter (before or after), the Adjunct Faculty Member will receive Five Hundred Dollars (\$500.00) per course plus payment for any hours taught.
7. If an under-enrolled section affects a Full-time faculty member's teaching load, the appropriate administrator may collaborate with the faculty member to determine a mutually agreed upon instructional assignment or choose to run the under-enrolled section.
8. After the tenth day of instruction, the College will internally publish a list of cancelled and pro-rated courses, courses with fewer than 12 enrolled students, and any faculty who are receiving reassign time in lieu of low-enrolled sections.

**SECTION K. CONTENT OF INDIVIDUAL CONTRACTS.** Individual contracts issued to non-tenured Faculty Members shall include the following provisions:

1. An incorporation by reference of the Agreement between the Employer and the Union;
2. The number of contact hours/hours on the job assigned (Adjunct);

3. The total annual or quarterly salary as appropriate;
4. The beginning and ending dates of the assignment period;
5. The type of appointment held by the Employee [Full-time (special funded or probationary) or Adjunct];
6. The date and method of payment.

**SECTION L. ADJUNCT CONTRACTS.**

1. Adjunct Faculty may be given either quarterly or academic year contracts. These positions are not eligible for Tenure.
2. The designation of which Adjunct Faculty shall receive academic year contracts will be made by the appropriate Administrator following consultation with and considering any recommendations of, the Department of assignment and concurrence of the Faculty Member.
3. Each Adjunct Faculty Member shall be issued an individual contract prior to the beginning of each quarterly teaching or major support assignment.

**SECTION M. COPIES OF INDIVIDUAL CONTRACTS.** One copy of the individual contract shall be retained by the Employee and one copy shall be placed in the Employee's payroll file.

**SECTION N. WRITTEN NOTIFICATION.** Written notification of contract dates and tentative salary placement for the subsequent year shall be provided to all Tenured Faculty Members at least thirty (30) days prior to the start of fall quarter.

## ARTICLE V – WORKLOAD

**SECTION A. FULL-TIME FACULTY: RESPONSIBILITIES AND EXPECTATIONS.** The professional duties defined in this Article identify the responsibilities and expectations for Full-time Faculty. Faculty shall provide professional services within their individual areas of competency, including teaching or support duties according to their individual workload assignments detailed elsewhere in this Agreement. Duties specific to individual Programs shall be determined by the supervising Administrator.

1. Full-time Faculty Members shall meet the following general responsibilities:
  - a. Teaching/Instructional Support: Teaching effectiveness or providing Instructional Support (e.g., library, counseling) shall constitute the primary duties for all Full-time Faculty. These duties shall be of primary importance and constitute the major portion of the Instructional Faculty’s responsibilities. Examples of Faculty expectations include:
    - i. Develop, prepare and teach College-approved courses in accordance with approved course descriptions and class schedules;
    - ii. Course assessment and revision;
    - iii. Course/Curriculum development;
    - iv. Participate in the selection of course materials;
    - v. Develop syllabi for each course taught in accordance with posted college requirements and update annually.
    - vi. Post a syllabus for each course using a learning management system (e.g. Canvas or other LMS) by the first day of the quarter. Exceptions need to be approved in advance by the faculty supervisor.
  - b. College and Community Service: Faculty are expected to contribute regularly to activities related to approved College and community service. College service includes an expectation of Departmental and discipline level service. Examples of College and community activities include, but are not limited to:
    - i. Membership on College and/or Departmental committees and task forces;
    - ii. Participate in Departmental/discipline curriculum development, committees, meetings and other related tasks (e.g., recruiting/hiring, textbook ordering);
    - iii. Participation in College-wide initiatives and projects (e.g., strategic planning, accreditation);
    - iv. Peer mentoring;
    - v. Student club advising;
    - vi. Community service on behalf of the College.

- c. Professional Development/Contribution. Faculty are expected to maintain current in their academic disciplines, including through professional activities to expand their knowledge of content and their effectiveness in the delivery of instruction. Activities that constitute professional development include, but are not limited to:
  - i. Attending professional conferences;
  - ii. College training sessions;
  - iii. Research and writing endeavors related to one's discipline;
  - iv. Additional graduate-level course work related to one's primary teaching assignment.
  - v. Trainings required by the college and/or state requirements.
2. Full-time Faculty shall meet the following general expectations:
  - a. Full-time Faculty are expected to consistently fulfill the faculty responsibilities outlined in Article V, Section A.1 above. The following workload percentage system is designed to provide quarterly and annual workload parameters that offer Faculty flexibility while establishing expectation for Faculty's fulfillment of their responsibilities:
    - i. Teaching/Instructional Support: eighty percent (80%) of a Faculty's workload (see Article V, Section C.1)
    - ii. College/Community Service: ten percent (10%) of a Faculty's workload
    - iii. Professional Development/Contribution: ten percent (10%) of a Faculty's workload
  - b. Faculty shall be responsible for ensuring that learning activities are maintained through the quarter as officially defined and publicized by the College. In recognition of importance of the assessment and reporting of student achievement, Faculty may substitute other course management duties (e.g., grading, student meetings, submitting grades, etc.), for the last fifty percent (50%) of the scheduled class time during the final week of the quarter.
  - c. Full-time faculty may teach a schedule composed of courses in various modalities that meet college and student needs for the respective discipline or program. Regardless of teaching modality, full-time faculty are expected to have a sufficient on-campus presence to conduct meetings, conduct college business, and fulfill college service obligations. This includes but is not limited to Opening Week, other scheduled in-service days, and departmental or committee meetings.
  - d. Each Full-time Faculty Member shall maintain availability for student consultation at times and in modalities mutually convenient to students and faculty.
    - i. Faculty shall be available during the work week to confer with students about their coursework and related subjects either in-person or via electronic communications.



- ii. Faculty shall submit information at the beginning of each quarter to their assigned instructional support staff about their regular availability to consult with students; Faculty shall include an opportunity for in-person consultation as requested by students.
- iii. Faculty shall respond to students' questions, concerns and/or requests for consultation in a timely and respectful manner.
- e. Faculty shall follow official college policies and procedures.
- f. Faculty shall participate in mandatory college meetings and trainings required by law or college policy.
- g. The appropriate Administrator has the right to require reasonable substantiation of performance of these expectations.
- h. When the appropriate Administrator determines a faculty member may have not met the responsibilities and expectations as identified in Article V, Section A, the Administrator will follow processes outlined in Article XVII.

**SECTION B. FULL-TIME FACULTY: TENURE.** The process of earning Tenure was developed to promote academic and professional growth. The award of tenure will reflect a demonstrated history of continual successful development in the areas of teaching effectiveness, college and community service and professional development.

1. Professional Advisory Committee (PAC)
  - a. Committee Charge: The Professional Advisory Committee shall provide oversight for the Tenure process and for individual Tenure cases. PAC shall review materials pertaining to Tenure cases—e.g., data on student course feedback, reports on class observations, Tenure committee meeting minutes, Probationers' self-evaluations, etc.—and provide feedback for enhancing support for Probationers and for improving the Tenure process. PAC shall implement contractual procedures annually and recommend revisions to Contract Administration Committee (CAC). PAC is also responsible for the development of an annual revision of the Tenure Handbook for Faculty applicants and subcommittees.
  - b. Committee Membership: The Professional Advisory Committee (PAC) shall consist of four (4) Faculty Members representing a mix of departments and one (1) Instructional Administrator. Upon agreement by CAC, this membership may be augmented.
2. Tenure Process:
  - a. Rules and regulations governing the Tenure process are detailed in Article XVI of this Agreement.
3. Tenure Out of Cycle: The Tenure cycle and periods of eligibility shall be completed within nine consecutive college quarters, excluding summer quarter and approved leaves of absence for Full-time Faculty who are hired in winter or spring terms. Their

Tenure cycle will begin the fall term after their initial hire. After they are awarded Tenure, salary increases and other benefits shall be retroactive for one (1) term for Faculty hired in the spring term and for two (2) terms for Faculty hired in the winter term. Probationers who are out of cycle may submit all tenure materials for consideration of early tenure with the support of their tenure committee.

**SECTION C. WORKLOAD STANDARDS: FULL-TIME FACULTY MEMBERS.** For purposes of this Agreement, Full-time Faculty Members shall mean individuals whose primary duties and responsibilities involve teaching or other professional assignments when such assignments are scheduled on an annual basis 174-day contract or equivalent. These days shall include additional work performed during the normal academic year, days worked during summer quarter and/or additional hours required to perform their duties during the standard work week. Faculty will be under no obligation to engage in College meetings or assignments during these additional days. A workday for Faculty Members shall be defined as the individual workload assignments made in accordance with the criteria set forth below. Faculty Members shall be assigned reasonable workloads designed to allow the Employer to fulfill its mission and comply with funding requirements related to position control and allow such Employees to perform their functions effectively. It shall be the responsibility of the Department and appropriate Administrator, after consultation with the Faculty Member, to determine and make individual workload assignments in accordance with the following criteria:

1. A full-time teaching/instructional load shall consist of a thirty-five (35) hour work week or a teaching load of instructional lab credits, lecture credits, or composition courses/team teaching assignments or a combination of these assignments, which are described in the table below. In the cases of credits per quarter loads, the Full-time teaching/instructional support load shall be spread over the three (3) academic year quarters and the total shall fall between ninety-three percent (93%) and one hundred percent (100%) which constitutes fulfillment of the teaching/instructional part of their faculty workload (See Article V, Section A.1). The conversion of credits to percent of workload is given in the table below. In addition, a thirty-five (35) hour workweek PLUS contract may be offered to Full-time Faculty which shall consist of the usual 174 days plus the number of days not to exceed the length of the summer session. The length of the thirty-five (35) WW-PLUS contract shall be determined by the Employer at the time of hire. The thirty-five (35) WW-PLUS Faculty Member will be paid the full-time thirty-five (35) WW rate for 174-day contract plus a pro-rata rate for the PLUS portion of their employment contract. The PLUS portion of the employment contract shall be paid during the summer quarter.

<b>Assignments</b>	<b>Full-time Workload</b>	<b>Quarterly</b> <i>Per Credit Fraction of Full Teaching Load</i>	<b>Annual</b> <i>Per Credit Fraction of Full Teaching Load</i>
A. Lecture Courses	15 Credits per quarter	1/15	1/45
<b>Exceptions to lecture courses</b>			
B. Support Faculty	35 Hours per week (WW)		
C. Contract Instruction Consulting Services Mediated Instructional System Facilitation <sup>1,2</sup>	35 (WW)		
D. Composition Courses <sup>3</sup> Team Teaching <sup>4</sup>	12 cr/quarter	1/12	1/36
E. Instructional Lab <sup>5</sup>	See Section 12	Section 12	Section 12

<sup>1</sup> Mediated Instructional System Facilitation (MISF)—laboratory instruction wherein coursework is totally packaged and Faculty are not required to do curriculum development/revision, preparation, grading or consultation beyond contracted hours.

<sup>2</sup> A Faculty Member who works in a Non-MISF lab under the direct supervision of and generally simultaneously with a category D instructor, unless enrollment, type of course, and/or student characteristics do not warrant such simultaneous instruction. Associate lab Faculty are not responsible for Faculty duties beyond contracted hours.

<sup>3</sup> Composition Courses have as their primary content the teaching and practice of writing.

<sup>4</sup> Team taught courses are courses in which more than one instructor of record is assigned to the course and coordination is required between the instructors for effective instruction and student learning. Pre-approval by the appropriate administrator is required for overlapping instructional time resulting in more combined workload credit than the course credit (e.g., two instructors with overlapping time requesting 3 credits each of workload credit for a 5 credit course).

For class sections that are both team taught and composition courses, additional hours of collaboration approved by administration will be compensated at the 35WW rate.

<sup>5</sup> Laboratory instruction that may include substantial components of the following: standard lecture, small group work, large group discussion, case study practice, problem solving activities, inclusion of videos, etc. Substantial curriculum development/revisions, diagnosis, planning, evaluation and outside consultation is required of the Faculty Member. Student attendance is expected during the established parameters. Students receive one (1) credit for two (2) hours of class time per week. The Curriculum Committee will keep posted on the staff website a current list of Instructional lab courses.

2. Workload calculation for reassigned time. When full-time faculty participate in a role for which they are granted reassigned time, the calculation of workload will be calculated at the Lecture Course rate.
  - a. Reassigned work in excess of the work needed to reach a full-time workload is calculated at the Lecture Course rate, regardless of the discipline or type of courses the faculty member typically teaches.
  - b. When reassigned time amounts are based on fractions of workload (e.g., one-third, two-thirds, etc.), this percentage should be used to calculate the annual workload to begin with.
  - c. In the event the total annual workload does not reach the minimum workload requirement of 93% and the reassignment rate was at the Lecture Course rate, the faculty member may receive workload credit at the rate earned for the typical reassigned course (e.g., composition course, lab-based course, etc.). This decision shall be made and approved during the annual schedule approval process through the Instruction Office and as needed when quarterly adjustments are made.
  - d. Reassignment for any courses due to grant work will be based on the parameters stated in the grant; if the grant is silent then reassignment will be based on percentage of the course reassignment.
  - e. For faculty receiving greater workload credit than the Lecture Course rate for the reassigned work are expected to contribute at a level commensurate with the workload assigned to the role.
  - f. Pay rates shall not be reduced for work already performed.
  - g. A list of the reassignments and corresponding credits will be maintained by the Office of Instruction and updated quarterly.
3. Full-Time Mixed Assignments. A Full-time Appointment may consist of both Support and Instructional assignments based upon the foregoing definitions. All teaching and support assignments will follow the average workload standard established in Section C.1 of this Article. Group counseling, when conducted as a class for credit, will follow the workload standard of instruction. Advising (educational planning and degree program development) may be included in a mixed assignment, but no Faculty Member, except those in Instructional Services, will be assigned more than one-third (1/3) of a load for advising on an annual basis.
4. A Faculty Member's schedule shall be established on the basis of student needs and efficiency of Program scheduling. Schedules beyond an eight (8) hour time span shall require mutual agreement between the Faculty Member and the appropriate Vice President, Dean or Associate Dean.
5. Revision of course credits and/or contact hours for existing classes shall only be made where such revision is for educationally sound purposes as recommended by the Department. Prior to such modification, the Faculty Member shall be consulted.

6. When rules and regulations of state and other agencies dictate basic teaching loads, Faculty Member teaching loads shall be assigned accordingly.
7. In considering a (a) reduction of load, (b) college request for a faculty member to work in overload, or (c) reviewing the request by a faculty member for a voluntary overload beyond 133%, the appropriate Administrator shall take into account the following variables:
  - a. Number of students (related to evaluation method, mode of instruction and/or type of student);
  - b. Course coordination;
  - c. Number of different preparations;
  - d. Number of new preparations;
  - e. Administrative activities;
  - f. Assigned curriculum development;
  - g. Distance/time involved in travel from assigned work stations to another location (shall be computed as part of the thirty-five (35) hour workweek for support Faculty);
  - h. Assignments scheduled beyond the eight (8) hour span;
  - i. Specialized services by the instructor.
8. Request for Underload: The Faculty Member shall present any request for a reduction of load or determination of an overload in a meeting with the appropriate Administrator, Faculty Members shall submit recommendations for the best use of their time to their designated supervisor. A Union representative may be present at this meeting if so desired by the Faculty Member.
  - a. Underload will be made up winter or spring quarter as appropriate. The supervisor may consult with the department chair before a recommendation is made to the Vice President for Instruction for final determination.
  - b. The appropriate Administrator shall make a decision concerning a reduction of load within five (5) business days of the Faculty Member's presentation unless an extension of the time limit is agreed to.
9. Administrative Request for Faculty Overload: In a meeting with the Faculty's supervisor, the administration may request a faculty work in an overload status. A Union representative may be present at this meeting if so desired by the Faculty Member.
  - a. A Faculty Member has the right to refuse an overload. When a Faculty Member agrees to an overload which exceeds one hundred percent (100%) of the annual workload, they may be paid the excess beyond one hundred percent (100%) of annual workload at the Adjunct Faculty rate or may be paid Pro-rata beyond one hundred percent (100%) of annual workload as mutually agreed by the Faculty Member and the appropriate Vice President, Dean or Associate Dean.

- b. The Faculty shall make a decision concerning working in the overload status within five (5) business days of the Administrator's presentation unless an extension of the time limit is agreed to.
10. Voluntary Overload: Full-time faculty are allowed to work in an overload status, as long as they are meeting performance expectations as outlined in Article V.A. Administration may ask for reasonable substantiation of performance (Article V.A.2.g).
- a. Any requests to work in excess of 133% shall be discussed (see variables to consider in Article V.C.7) with the appropriate Administrator during the annual scheduling process in the preceding year, or during the quarterly scheduling updates as necessary. The appropriate Administrator shall approve or provide an explanation of the related performance issues for disapproval within five (5) business days of the discussion concerning an overload in excess of 133% unless an extension of the time limit is agreed to.
  - b. For the portion of load above 100%, full-time faculty are considered senior adjunct faculty with respect to pay (Article VI.D) and scheduling (Article IV.H.4).
  - c. Once the annual schedule is submitted, a full-time faculty who loses a section due to class cancellation will not displace an adjunct faculty unless they will drop below a 93% annual load.
11. Instructional Lab-Rate. The instructional lab rate per contact hour is 100% of the lecture course (15 cr/qtr) rate per contact hour.
12. Nursing compensation. For nursing Faculty, workload and compensation will be based on the following factors:
- a. Team taught lecture credits will be paid at the 12 cr/quarter rate.
  - b. Lab/clinical credits will be compensated at the Instructional lab rate.
  - c. To compensate for the additional individual time spent in the clinical environment, for each lab/clinical credit, the Faculty Member will be paid one (1) additional hour per week at the individual's salary placement in the 35WW column of the Adjunct pay scale. For Full-time Faculty, this extra time may be calculated as part of their teaching workload.
  - d. Nursing simulation adjunct faculty will receive one (1) additional hour per week for each lab/clinical credit at the individual's salary placement in the 35WW column of the Adjunct pay scale to compensate for additional time spent preparing for the simulation environment.
13. Class size.
- a. The College recognizes that class size is a critical component in providing quality education and maintaining standards of excellence; thus agreeing that the college will not require class capacities to exceed 25 seats.

- b. The standard class capacity will be 25 students for all courses, regardless of instructional modality, with the following exceptions:
  - i. Courses or sections with external criteria such as workforce licensing, accreditation, or grant restrictions may have an adjusted capacity.
  - ii. Sections scheduled into spaces with room capacity limits or other environmental or safety restrictions may have a capacity of less than 25 when scheduled into those spaces. This is a temporary seat adjustment and does not alter the course cap.
  - iii. Professional-technical programs and degree pathway programs with cohort sizes larger than 25. When a professional-technical program or graduation pathway has a student population which requires that sections be run with more than 25 students to support student demand, student degree progress, or program viability, course sections within that program will be compensated with an additional \$100 per enrollment per 5-credit course above 25 enrolled students. These sections will be pre-identified. The official enrollment total will be calculated on the tenth day of the academic term.
  - iv. An increased section capacity when specifically requested by the teaching faculty member and approved by the respective department chair and administrator.
- c. The college will maintain and post a list of courses with class caps lower or higher than 25.

#### **SECTION D. FULL-TIME NON-TENURE TRACK FACULTY.**

1. Description: Full-time non-tenure track Faculty positions are Full-time positions for which the Tenure process does not apply. These positions shall adhere to the same responsibilities and expectations outlined in the contract for Full-time Tenure-track Faculty (Article V, Section A).

The following are examples of when Full-time non-tenure track positions may be deemed beneficial to the Institution:

- a. Professional Technical Programs where vacant Full-time Faculty positions impact the Institution's ability to meet accreditation standards;
  - b. Startup disciplines or Programs where feasibility and viability are under review;
  - c. Grant-funded Programs and/or positions that will expire after a determined period of time;
  - d. Other scenarios that are mutually agreed upon between the Administration and the Union.
2. Parameters for Full-time Non-tenure Track Faculty Appointments:
    - a. Full-time non-tenure track faculty shall not total more than five percent (5%) of the full-time tenure track faculty;

- b. Full-time non-tenure track positions shall be reviewed annually;
- c. Full-time non-tenure track contracts shall be issued annually;
- d. Continuation of Full-time non-tenure track Faculty positions for four (4) or more years shall be mutually agreed upon between the Administration and the Union.

**SECTION E. NEW PROBATIONER WORKLOAD.** In an effort to support new probationary faculty and help them to acclimate to their new position:

1. The College shall make every reasonable attempt to limit probationary faculty workloads to 100% annually. During their first year, probationary faculty receive one-third reassigned time, in one quarter, to prepare for teaching in future quarters. Ideally, the reassigned time is used during the first or second quarter of the probationary faculty member's appointment.
2. In consultation with the relevant department chair and discipline lead or program lead, the supervisor will review, at the time of hire, the anticipated workload for a new probationer in the next year. The supervisor will provide a written justification, shared with the probationer's tenure committee once established, for loads exceeding 100%, or if there is a need to teach prepare more than five different courses in the first year.
3. If the anticipated load for a new probationer at the time of hire exceeds 100% for the year or contains more than five different course preparations in the first year, the supervisor, tenure committee, department chair and union executive committee designee will discuss ways to mitigate the probationer's annual workload, which may include re-assigned time for course preparation.
4. At the probationer's discretion and in consultation with the probationary review committee and the appropriate instructional administrator and/or supervisor, the probationer may accept an overload exceeding 100% and request a teaching schedule that results in additional course preparations.

**SECTION F. ADJUNCT FACULTY: RESPONSIBILITIES, EXPECTATIONS, AND DESIGNATION.** The professional duties defined in this section identify the responsibilities and expectations for Instructor and Senior Instructor Adjunct Faculty.

1. Adjunct Faculty
  - a. Designation. Adjunct Faculty are all of those faculty members who are not Full Time (tenure or non-tenure track) Faculty. Based upon the provisions below, Adjunct Faculty are further designated as Instructor or Senior Instructor, with each designation based upon the eligibility and process set forth in this Agreement. Instructor Adjunct Faculty correlates with steps 1-5 on adjunct salary scale.
  - b. Responsibilities and Expectations. All Adjunct Faculty shall provide professional services within their individual areas of competency, including teaching or support duties according to their individual workload (or contractual) assignments as



detailed in this Agreement. The following are the general responsibilities for Adjunct Faculty:

- i. Teaching effectiveness or providing support (e.g., library, counseling) shall constitute the primary duties for all adjunct faculty. These duties shall be of primary importance and constitute the major portion of the faculty's responsibilities.
- ii. Develop, prepare, and teach college-approved courses in accordance with approved course outcomes and class schedules.
- iii. Each Adjunct Faculty Member shall maintain availability for student consultation at times and in modalities mutually convenient to students and faculty.
  - a. Adjunct Faculty shall be available during the work week to confer with students about their coursework and related subjects either in-person or via electronic communications.
  - b. Faculty shall submit information at the beginning of each quarter to their assigned instructional support staff about their regular availability to consult with students. Faculty shall include an opportunity for in-person consultation as requested by students.
  - c. Faculty shall respond to students' questions, concerns and/or requests for consultation in a timely and respectful manner.
- iv. Student assessment and course outcomes assessment (as required in the faculty professional growth process and/or annual professional report).
- v. Participate in the selection of course materials.
- vi. Develop syllabi and course materials lists for each course taught and update quarterly.
- vii. Faculty shall be responsible for ensuring that learning activities are maintained through the quarter as officially defined and publicized by the college. In recognition of the importance of the assessment and reporting of student achievement, faculty may substitute other course management duties (e.g. grading, student meetings, submitting grades, etc.), for the last 50% of the scheduled class time during the final week of the quarter.
- viii. Adjunct faculty shall follow class size expectations and processes as outlined in the Article V.C.14 of this Agreement.
- ix. Remuneration. All Adjunct Faculty shall be compensated pursuant to Article VI., Section E, as well as the other benefits, leaves and other provisions set forth in this Agreement.

2. Initial Adjunct Review. To provide support for new adjunct faculty and assess performance, during the first three (3) quarters of teaching every Instructor Adjunct Faculty must complete the following:
  - a. Student course feedback in all classes for all quarters shall be made available to and reviewed by the discipline lead, program lead, and department chair.
  - b. A peer observation, which will be reviewed by the discipline lead/program lead, and department chair, in addition to the appropriate administrator. The discipline/program lead, or department chair may be the one to conduct the peer observation.
  - c. During the beginning of the second quarter of employment, the Adjunct Faculty shall meet with their discipline/program lead, and department chair to review and discuss the student course feedback.
  - d. During the beginning of the third quarter of employment, the Adjunct Faculty shall meet with their discipline/program lead, and department chair, to review and discuss the student evaluations and the results of the peer observation.
  - e. For adjunct faculty with a primary responsibility to provide instructional support (e.g., library, counseling), the faculty will identify appropriate equitable processes for review with the discipline/program lead, and/or department chair.
  - f. The discipline/program lead, and/or department chair (with department chair taking the lead) shall provide to the appropriate administrator a summary of the student course feedback and peer observation.
  - g. The appropriate administrator shall review the evidence and address significant concerns with performance prior to the completion of the first three quarters of the adjunct faculty member's employment with WCC.
3. Senior Instructor Adjunct Faculty
  - a. Designation. All Instructor Adjunct Faculty who have met the eligibility requirements set forth in this Agreement (Article VI, Section E.4.iii) shall be designated as Senior Instructor (correlates with steps 6-10 on adjunct salary scale).
  - b. Senior Instructor Adjunct Faculty: Responsibilities and Expectations. In addition to those responsibilities set forth as Instructor Adjunct Faculty Responsibilities, all Senior Instructor Adjunct Faculty shall complete the following responsibilities without separate compensation:
    - i. Participate in the adjunct peer observation process as an observer, if requested.
    - ii. Attend and participate in department and discipline meetings. Faculty unable to attend due to competing obligations shall reach out to the meeting host (e.g., department chair, lead, etc.) to make alternative arrangements to acquire the information in the missed meeting.
    - iii. As needed by college processes, participate in student learning assessment.

- iv. As needed by the discipline, program or department, participate in curriculum development, including the selection of course materials.
  - v. Attend All College Day and Professional Development Day.
  - c. Limitation of Designation. The appointment to, and the associated annual contract and any other conditions and benefits related to the Senior Instructor Adjunct Faculty designation are not a component of, step to, or inclusion in the tenure process or appointment.
- 4. The appropriate Administrator has the right to require reasonable substantiation of performance of adjunct faculty responsibilities and expectations.
  - 5. Faculty shall be responsible for ensuring that learning activities are maintained through the quarter as officially defined and publicized by the college. In recognition of the importance of the assessment and reporting of student achievement, faculty may substitute other course management duties (e.g., grading, student meetings, submitting grades, etc.), for the last 50% of the scheduled class time during the final week of the quarter.
  - 6. Adjunct faculty shall follow class size expectations and processes as outlined in Article V.C.14 of this agreement.

#### **SECTION G. ONLINE AND HYBRID CLASSES.**

- 1. Definitions.
  - a. Online Course—An Online Course is delivered through the Internet and web-based software. Students and instructor do not meet face-to-face on campus, although some instructors give on-campus examinations.
  - b. Hybrid Course—Any course where content delivery and student participation is partially conducted in a virtual environment and where this delivery method takes the place of some amount of face-to face class time.
- 2. Training and Support.
  - a. Faculty teaching Online classes must complete training in Online Course development and delivery.
  - b. The College will provide adequate training and ongoing support for Faculty to develop and deliver Online and Hybrid classes successfully.
  - c. The College will provide the necessary equipment and infrastructure to successfully deliver Online and Hybrid classes from campus. Any equipment and infrastructure required to deliver Online and Hybrid Courses from the instructor's home or other remote location will not be provided or supported by the College.
- 3. College Participation/Engagement.

Regardless of teaching modality, full-time faculty are expected to have a sufficient campus presence to conduct meetings, conduct college business, and fulfill college

service obligations. This includes but is not limited to Opening Week, other scheduled in-service days, and departmental or committee meetings.

4. Quality and Evaluation.
  - a. Online and Hybrid Courses are governed by the same standards, policies and procedures as traditional courses.
  - b. Online and Hybrid classes are expected to achieve the same learning outcomes as their face-to-face counterparts.
  - c. Online and Hybrid classes will be evaluated in the same manner as face-to-face courses.
5. Enrollment Expectations.
  - a. An Online class will generally be expected to limit enrollment to twenty-five (25) students.

**SECTION H. COLLEGE IN THE HIGH SCHOOL.** Faculty Members who participate in the College in the High School Program administered by Whatcom Community College shall follow the rules and guidelines as outlined in the procedure. Changes in procedure must be mutually agreed upon by the Faculty Union and Administration.

**SECTION I. DEPARTMENT CHAIR AND DISCIPLINE/PROGRAM LEAD OVERVIEW.**

1. Department chairs and discipline/program leads shall work collaboratively with one another, and with the faculty, to accomplish their responsibilities. If a faculty colleague partners to complete tasks, as outlined in Appendices B, C, and D, they may count this work as part of their college service.
2. These positions are expected to work with one another to support the discipline and departmental faculty.
3. While performing the duties outlined in appendices B, C and D, department chairs and discipline/program leads are expected to work with the office of instruction, human resources, faculty union, and other appropriate college personnel as needed, in order to effectively conduct college business needed to lead the respective department, discipline, or program. .
  - a. For the purposes of fulfilling the duties outlined in appendices B, C, and D, the department chairs and discipline/program leads shall report directly to the Vice President for Instruction or designated Instructional Dean/Associate Dean.
4. The College shall provide administrative support to the department chairs and discipline/program leads to assist them in the essential functions of their duties. Examples of administrative support include, but are not limited to: collection, distribution, and input of materials for annual and quarterly scheduling processes; paperwork processing and office systems orientation for new faculty; management of department purchase requisition processes, including access to budget balances and

requisitions statuses; collection and routing of faculty load sheets to instruction office; and travel reservations and related logistical support..

- a. The College will solicit feedback annually on the support provided.

#### **SECTION J. DEPARTMENT CHAIR.**

1. Department Chair duties and responsibilities are articulated in Appendix B.
2. Department Chairs shall begin/continue their term effective September 1.
3. Department Chair remuneration is outlined in Appendix E.
  - a. In addition to remuneration (Appendix E) provided to perform these duties, service as a department chair shall count towards a Faculty's service to the College
4. The length of service is three (3) years with possible reappointment to one additional term. Appointments beyond two-terms (6 years) may occur if no other departmental faculty are nominated to serve as department chair.
5. For department chairs with responsibilities and expectations beyond what are outlined in Appendix B, these duties and associated compensation will be discussed with the department and mutually agreed upon between the department chair and the appropriate administrator. The agreed upon duties and associated compensation will be reported in the document outlined in Article VI, section I (additional duties), even if the compensation is below the \$1,000 threshold described in the article.

#### **SECTION K. DISCIPLINE AND PROGRAM LEADS.**

1. Discipline and Program Lead duties and responsibilities are articulated in Appendices C and D.
2. Discipline and Program Leads shall begin/continue their terms effective September 1.
3. Discipline and Program Lead remuneration is outlined in Appendix E.
4. Each discipline and program will have a lead. Programs leads are approved by the vice president for instruction.
5. Lead duties shall be accomplished in collaboration with the department chair and discipline Faculty.
6. Service as Discipline/Program Lead counts towards Faculty Member College Service expectation as outlined in Article V Section A of this negotiated agreement and will normally be done by Full-time Faculty within the discipline. If the College requires this service of Adjunct Faculty, they shall be compensated as outlined in Article VI Section I.
7. Program lead duties include the duties outlined in Appendix C, and may include additional duties as outlined in Appendix D.

**SECTION L. PROGRAM LEADS.** Faculty program leads provide leadership for academic programs. WCC defines a program as all or substantially all of a body of coursework leading to

or contributing to a degree or certificate. Program Leads are selected by the vice president for instruction or appropriate administrator.

1. Program lead duties include all of the discipline lead duties outlined in Appendix C.
2. Additional program lead duties may include those listed in Appendix D.
3. Specific lead duties and associated compensation will be outlined and agreed to by the program lead and appropriate administrator. These contract responsibilities and associated compensation will be available from the instruction office.

**SECTION M. FACULTY COORDINATORS.** When College administration identifies a faculty coordinator role to provide leadership for a college goal, the following shall guide the selection and duration of the faculty in the role.

1. All faculty coordinator positions shall have a written job description. The job description will include associated responsibilities, amount of reassigned time or stipend, and appropriate administrator for the role. The appropriate administrator provides guidance and support for the faculty coordinator role, but does not replace the identified administrative supervisor for the faculty member in their primary faculty role.
2. All positions anticipated to last more than one year in length shall have a selection process, facilitated by Human Resources, as long as more than one faculty member may be qualified for the role.
3. The vice president for instruction or appropriate administrator will make the final selection.
4. For positions without a clearly defined timeline (e.g., grant-funded positions during the duration of a grant), any term limits for the role would be mutually agreed upon by the administration and the faculty union at the time in which the position is posted.
5. All faculty coordinators will collaboratively develop a review process for evaluating performance with the appropriate administrator for the role and conduct a review by the end of the second year in the coordinator role.
6. Coordinators may be selected for additional terms, following a selection process at the conclusion of a term, if a defined term exists.

**SECTION N. ADJUNCT FACULTY.**

1. All Faculty Members who do not meet the definition of Full-time Faculty shall be considered Adjunct Faculty Members.
  - a. Adjunct Faculty Hiring.
    - i. When developing Adjunct Faculty hiring recommendations for consideration by the designated hiring authority, the Department Chairs will consider, among other factors: College needs, applicant's qualifications, experience, teaching effectiveness and Faculty availability. When scheduling options are available,

Department Chairs will consider preferences of current Faculty in as much as they have been made known.

- ii. Interim adjunct faculty. To meet an urgent staffing need, the College may hire a new adjunct or assign a current adjunct outside the discipline they were initially hired in for up to twelve months on an interim basis. Interim assignments must be processed using the adjunct faculty hiring form. To promote expertise and diversity among adjunct faculty, a formal search and interview process (as outlined in the adjunct hiring process document, with any changes mutually agreed upon between the Union and College) must be completed by the end of the 12-month interim period. Filling an interim position does not entitle an adjunct to further employment in that position. Any exceptions to this process must be mutually agreed upon by the College and the Union in the event that a formal search and interview process is not completed.
2. Workload for adjunct instructional faculty with teaching assignments shall consist of instruction, course preparation, course evaluation, student course feedback, student conferences and normal curriculum development as appropriate to assigned courses.
    - a. Adjunct Faculty may teach up to forty-five (45) credits or equivalent for the academic year. Additional teaching and/or coordination assignments must be mutually agreed upon by the Employee, Department Chair and Administration.
    - b. For the purposes of calculating the forty-five (45) credits or equivalent workload limit, learning contracts and courses of two or fewer credits (i.e., educational planning, physical education, honors seminars, etc.) shall not be included.
  3. Workload for Adjunct Faculty with WW assignments shall consist of the contracted WW hours.

#### **SECTION O. SCOPE OF WORK AND TIME ESTIMATES**

1. New college projects and initiatives shall include a scope of work, which will include an estimate of time needed for faculty to complete project-related tasks. The College will consult the Faculty Union when determining these estimates. The task and time requirements will be internally published for faculty awareness.

#### **SECTION P. EXCLUSIONS.**

1. Non-credit Community Service offerings shall be excluded from the provisions of this Article.

## ARTICLE VI – COMPENSATION

### SECTION A. APPLICATION OF SALARY SCHEDULES AND ADVANCEMENTS.

1. Full-time Faculty who have met the qualification for advancement will receive the appropriate rank and salary advancement calculations effective July 1. Adjunct Faculty who have met requirements for advancement as provided in this Article, Section E.3 and 4 will be granted appropriate placements.
2. Due to the limitations of salary funding by the Washington State Legislature, salary increases may be limited for Faculty whose placements exceed available funding.
3. Salary increases shall be provided only as appropriated by the Washington State Legislature for those purposes and consistent with the appropriations.
4. Except as may be necessary for 35WW-PLUS Faculty working more than one hundred seventy-four (174) days (Section V.C.1.), Full-time Faculty salaries shall be paid in nineteen (19) equal semi-monthly installments commencing September 25 and ending June 25, due on the 10th and 25th day of each month or on the nearest approved alternate pay date.
5. When external funding is provided to the College to increase specific faculty salaries for the purpose of retaining and recruiting faculty, enhanced pay may be provided to specified programs and disciplines as agreed upon by the College and faculty union. This enhanced pay has specific funding sources and will be provided if funding is specifically appropriated to the College. In the event the Legislature increases or reduces funding for specific enhanced pay, the parties will reopen the Agreement to negotiate the impact of the change. If specific enhanced pay funding is eliminated, the College will cease providing that enhanced pay.
  - a. Nursing Enhanced Pay. Exclusively contingent upon State funding appropriated to the College from the State through the Workforce Education Investment Act of 2019, part IV section 5(4), for the purpose of increasing nurse educator salaries, nursing faculty will receive enhanced pay in the form of a stipend. This stipend is paid in addition to the base salary for full-time faculty or quarterly contracted wage for adjunct faculty, and is not eligible for future increases resulting from cost of living adjustments (COLA) or other increment funding.
    - i. Full-time nursing faculty (tenured, probationary, and non-tenure track) will receive an annual enhanced pay stipend of \$16,500 per year in addition to their base salary.
    - ii. Adjunct nursing faculty will receive a pro-rated quarterly stipend of \$3,500 for a 100% quarterly teaching workload, based on the workload calculations in Article V (e.g., an adjunct nursing faculty with a 100% quarterly workload would receive a stipend of \$3,500; an adjunct nursing faculty with a 50% quarterly workload would receive a stipend of \$1,750).



**SECTION B. COMPENSATION FOR FULL-TIME FACULTY.**

Salary schedules identified in this contract are valid on the effective date of the contract. The most current salary schedules are available by contacting WCC Human Resources or visiting the WCC Staff Web.

1. Initial Placement

- a. This salary scale shall be updated annually and verified by CAC. Updated initial placement scales shall be recorded annually in CAC minutes and made available through Human Resources.
  - i. Initial Placement Scale Adjustment: The purpose of this section is to provide a mechanism to keep the initial placement scale in alignment with full-time faculty salaries. In the spring quarter of each year the incoming scale will be adjusted upward (effective July 1) based on the following in order:
    - a. The fixed amounts earned by Full-time Faculty for an additional year of teaching/working and completion of a faculty education workshop (\$750 and \$750 respectively). This mechanism implements in 2024-25.
    - b. The COLA percentage awarded via the Legislature.

<b>Degree</b>	<b>FY25 Salary</b>
Pre-Masters	\$77,679
Masters	\$81,679
Two or more Masters	\$83,679
Doctorate	\$85,679

- b. For initial placement, each Full-time Faculty Member will have three hundred fifty dollars (\$350) added to their base for each year of prior teaching or work experience related to the area will be counted. Full-time and/or Adjunct teaching and/or work experience will be counted and it will be computed based upon guidelines annually developed and published by CAC. Past experience at Whatcom Community College will be computed on the basis of a full-time load as described in this Agreement. When a WCC adjunct faculty member is hired into a full-time faculty position, any banked Faculty Education Workshop (FEW) credits are carried over as a full-time faculty member. The first unused FEW will be applied to the initial placement. Any remaining FEWs are “banked” for use in future years, as described in Article VI, Section C.2. All verification of experience must be submitted to Human Resources by the end of fall quarter so it may be reviewed and verified by CAC prior to the appeal deadline of January 31.
- c. Premium Pay: Premium pay may be exercised in cases where employment market demands dictate consistently higher starting salaries for Faculty in a specific discipline. It can also be exercised in cases where the College has demonstrated an

inability to attract qualified candidates for a position or can reasonably forecast an inability to do so.

- i. Before determining a position is eligible for premium pay and the inclusion of premium pay in a job announcement, the College shall:
    - a. Demonstrate the existence of “consistently higher starting salaries” for the discipline in question.
      - i. Comparable salaries to industry shall be calculated with equivalent hours and contract duration (e.g., 35-hour work week, 174-day contract, PLUS contracts, chair and lead roles, etc.).
      - ii. When comparable salaries are unavailable, other labor market data shall be considered.
    - b. Consult with the Faculty Union and the relevant department chair and lead.
  - ii. Any request for premium pay should be included in the initial hiring proposal as presented to Instructional Council. If labor market conditions change after the hiring prioritization process described in Article IV.F.3 and before the job announcement is posted, the College shall complete the steps in item Article VI.B.1.c.i above.
  - iii. The College shall include premium pay ranges in the relevant job announcements. No offer of premium pay will be made to a candidate that is not included in the terms listed in the job announcement.
  - d. Full-time Faculty shall have the right to appeal an adjusted initial placement by January 31st by letter of appeal to the Contract Administration Committee (CAC).
6. Increment Funding: Full-time Faculty increment funding appropriated by the Legislature shall be put into Faculty salaries in a manner that is to be determined by negotiations in the spring, prior to their disbursement.
  7. Cost of Living Adjustment (COLA): Any COLA provided by the legislature is applied to faculty salaries after all other applicable increases (e.g., FEWs, annual increases) in a manner consistent with the legislation.
  8. Salary increases are subject to available funding, local negotiations, and applicable state policy and legislation.

### **SECTION C. TENURE AND RANK ADVANCEMENTS.**

1. Tenure and Rank Advancements: Tenure and rank advancements shall be available to those faculty members who qualify pursuant to this Agreement.
  - a. Starting in 2024-25 (and continuing for two negotiated agreement cycles or six years), full-time faculty members shall have added to their base salary a \$750 increase each year as a recognition of continued service to the College. These increases are contingent up on the completion of annually required faculty

professional growth activities as outlined in the “Faculty Professional Growth Process” found in Article XII, Section E.

- b. Full-time faculty ranks are awarded as a function of years of service to the College as follows:
  - i. Assistant Professor: The rank of Assistant Professor is bestowed upon the award of tenure.
  - ii. Associate Professor: Three (3) years since advancement to Assistant Professor and required completion of faculty professional growth activities.
  - iii. Professor: Five (5) years since advancement to Associate Professor and required completion of faculty professional growth activities.
  - iv. Senior Professor: Five (5) years since advancement to Professor and required completion of faculty professional growth activities.
- c. If a full-time faculty member is not awarded a rank advancement because they failed to complete any part of the faculty growth process, they will be eligible for advancement in the following year provided they have completed the required activities.
- d. Accelerated rank advancement based on tenure at a previous institution. For the ranks of associate professor and professor above, years of full time service in a similar faculty position at another college may be applied toward these eligibility criteria if the promotion candidate demonstrates that service included substantial work and accomplishment in the areas of teaching/professional effectiveness, college and community service, and professional development—and is verified by the previous college, by completing and submitting a “verification of tenure or equivalent form” to WCC Human Resources, who also verifies the information.
  - i. Following the award of tenure at WCC, faculty with at least three (3) years of a tenured (or equivalent) status at another institution may apply to the VPI for the rank of associate professor in the year immediately following the award of tenure.
  - ii. Faculty with more than eight (8) years of a tenured (or equivalent) status at WCC or another institution may apply to the VPI for the award of professor in the year immediately following the award of associate professor.

This process shall only apply to faculty transferring from another institution. Evidence of this prior effort and accomplishment while employed as full-time faculty at the prior institution(s) should be included in the application letter.
- e. Appeal Process for accelerated rank advancement: Faculty have thirty (30) days from the date they receive notification that their application for promotion has been denied to appeal the decision. Faculty will submit their appeal to the VPI. The Faculty has the right to make a verbal appeal of his/her case and to request that a Union representative be present during the appeal.

2. Faculty Educational Workshops: The College will offer workshops for Faculty, primarily designed and led by Faculty experts, that are planned to entail no more than 15 hours of seat time and related homework combined. FEWs are mutually agreed upon between the Administration and Union and approved by the President. Workshops will focus on topics relevant to the continued success and advancement of the College. Workshops may be offered during Opening Week, on Professional Development Day during winter quarter and during the academic year. At least one (1) FEW shall be offered in an online modality each academic year. Provided there are enough qualified proposals, at least nine (9) FEWs will be offered each academic year. The College commits to compensating all faculty facilitators, up to 20, in accordance with 2.a. below.

The professional development committee will facilitate a call out for FEW proposals on a timeline that allows the committee to forward recommendations on the proposals to the Union and Administration for review by May 15. The union and administration will approve and finalize the offerings by the end of the academic year.

- a. FEW Facilitators: Facilitation of a FEW by a faculty member will be compensated with a one-time payment per FEW in the amount \$1,500. When a faculty member is otherwise compensated in another role for facilitating a FEW (e.g., Instructional Designer, Teaching & Learning Center Faculty Coordinator, etc.), no additional compensation shall be provided.
    - i. All FEW completions must be submitted to Human Resources by the workshop facilitator(s) by May 15 of the academic year in which the workshop was offered for faculty to receive compensation or credit for the subsequent year.
  - b. Full-time Faculty FEW Participants: Faculty may participate in multiple workshops. Full-time faculty will earn a permanent base salary increase of \$750 for all workshops completed. Faculty are limited to one (1) workshop advancement per year. If a faculty member completes more than one (1) workshop in a year, the additional workshop(s) will be considered banked for future advances. A maximum of three [3] banked workshops may accumulate; FEWs banked as of August 31, 2024 remain available for annual pay advancement.
  - c. Adjunct Faculty FEW Participants: Adjunct faculty will be paid \$750 for participation in up to one faculty education workshop per year. If an adjunct faculty member completes more than one (1) workshop in a year, the additional workshop(s) will be considered banked for future payment(s). A maximum of three [3] banked workshops may accumulate; FEWs banked as of August 31, 2024 remain available for annual pay advancement.
3. Additional Degree Earned after Initial Placement: Full-time Faculty at Whatcom Community College who earn advanced academic degrees and/or complete post-graduate programs of study that are institutionally approved by the granting institution or pre-approved by Whatcom Community College, may apply to the Contract Administration Committee for the following adjustments to the Faculty Member's base salary.

<b>DEGREE</b>	<b>SALARY</b>
First Masters	\$4,000
Each Additional Masters	\$2,000
Doctorate	\$4,000
Each Additional Doctorate	\$4,000

**SECTION D. FULL-TIME FACULTY OVERLOAD RATES TIED TO RANKS.**

Full-time faculty with workloads over 100% will receive overload pay using the adjunct faculty salary scale at the higher level of their current adjunct faculty step or the step defined below using full-time faculty ranks.

- Step 6: Probationary faculty and Full-Time Non-Tenure Track faculty
- Step 7: Assistant Professor
- Step 8: Associate Professor
- Step 9: Professor
- Step 10: Senior Professor

**SECTION E. COMPENSATION FOR ADJUNCT FACULTY.**

The Adjunct Salary Scale.

1. Each academic year, the adjunct scale will be developed in the following manner following the finalization of the initial placement scale for full-time faculty.
  - Step 1 on the adjunct salary scale corresponds to 65% of the initial placement amount for a full-time faculty member with a master’s degree and no additional experience.
  - Step 6 on the adjunct salary scale corresponds to 80% of the initial placement amount for a full-time faculty member with a master’s degree and no additional experience.
  - Steps 1-10 of the adjunct salary scale are then calculated with a fixed amount between each step equal to the average difference per step between step 1 and step 6.
  - a. The pay rate for each course is determined by the “Adjunct Salary Scale.” The row to use is determined by the current step of the Faculty Member (as described in this section. The column(s) to use are determined by the type of course (as described in Article V Section C).
  - b. The numbers in the “35 HR WW” column are dollars per hour. The numbers in all other columns are dollars per credit.

- c. Updated salary scales shall be recorded annually in CAC minutes and made available through Human Resources.
2. Initial Placement.
- a. New Adjunct Faculty shall be initially placed at Step 1.
    - i. A full-time faculty member who transitions to adjunct status will continue at their current step on the adjunct salary scale and then advance as described below.
    - ii. Probationary and non-tenure track full-time faculty resigning their full-time position and continuing as an adjunct faculty member shall be placed at the step corresponding to the numbers of years as a probationary or non-tenure full-time faculty member:
      - Step 1: Less than one year as a probationary or non-tenure track full-time faculty.
      - Step 2: One year as a probationary or non-tenure track full-time faculty.
      - Step 3: Two years as a probationary or non-tenure track full-time faculty.
      - Step 4: Three years as a probationary or non-tenure track full-time faculty
  - b. New Full-time Faculty will be placed on the Adjunct salary scale (as referenced in Article VI, Section D) when they are hired.
    - i. A current adjunct faculty who is hired for a full-time faculty role will be placed at the full-time placement on the adjunct salary scale based on their rank or their current adjunct step, whichever is higher.
3. Designation Advancement. The process for advancement from Instructor to Senior Instructor designation is voluntary at the discretion of the adjunct faculty member. Advancement to Senior Instructor is correlated with advancement from step 5 to step 6 of the adjunct faculty salary schedule, requires completion of two (2) faculty education workshops (FEWs), and requires employment in the prior year as a faculty member (E.4.a.iii.). Instructor Adjunct Faculty must choose to become Senior Instructor Adjunct Faculty or not upon inquiry from Human Resources.
- a. Former Tier 2 faculty have the length of this Agreement to attain Senior Instructor Adjunct Status. Former Tier 2 faculty unable to achieve Senior Instructor Adjunct status by FY28 because they are on Step 4 in FY27 shall also be provided the opportunity to move to Step 6 in FY28 provided all other eligibility requirements have been met. Tier 2 status will not be retained beyond this Agreement.
4. Salary Advancement for Adjunct Faculty. Effective fall 2024, advancement on pay scale steps occurs as described below.
- a. An Adjunct Faculty Member advances to the next step on the salary scale after working/teaching as follows:
    - i. Advancement from step 1 to step 2 (instructor): Adjunct faculty with an initial faculty contract in fall, winter, or spring quarters who have completed new

faculty orientation will move from step 1 to step 2 on the salary scale effective in the fall quarter that follows the initial faculty contract. Adjunct faculty with an initial faculty contract in summer quarter will move from step 1 to step 2 on the salary scale in the second fall quarter that follows the initial faculty contract, after the completion of the new faculty orientation (for adjunct faculty hired fall 2021 or later). Completion of new faculty orientation/training also earns the adjunct faculty member a FEW.

- a. Content of the new faculty orientation/training will be developed by Instructional Administration with input from the Union. There will be an online asynchronous version of the orientation/training available every quarter.
  - ii. Advancement to steps 2 through 5 (instructor): Movement from step 2 through 5 correlate with each additional year of employment at WCC as a faculty member, limited to one step advancement per year unless otherwise identified in section E.3.a of this Article.
  - iii. Advancement from step 5 to step 6 (senior instructor): Movement from step 5 to step 6 requires employment at WCC in the prior year as a faculty member and completion of two (2) additional faculty education workshops (FEWs) after advancement to step 2. Advancement is voluntary.
  - iv. Advancement from steps 6-10 (senior instructor): Movement from step 6 through step 10 correlates with each year of additional employment at WCC as a faculty member, limited to one step advancement per year.
5. Adjunct Faculty Employment Contracts shall be granted as follows:
- a. Instructor Adjunct Faculty shall be hired pursuant to quarterly contracts;
  - b. Senior Instructor Adjunct Faculty (Tier 2 or Tier 3 adjunct faculty based on the 2018-2021 negotiated Agreement are also included) shall be employed pursuant to contracts with a duration of one entire academic year, with a new contract to be entered into at the beginning of each academic year.
  - c. Adjunct Faculty shall return contracts for quarterly or annual assignments within ten (10) College business days from date of issue. The Faculty Member shall provide required verification of experience and advanced degrees to Human Resources upon hire and no later than the end of the first quarter teaching/working.
6. When participation in Faculty activities is requested by the College and agreed to by the Faculty Member, those Faculty activities will be paid at the individual Faculty Member's salary placement in the 35WW column. These activities include, but are not limited to, facilitation of learning contracts, portfolio evaluation, service on College committees, curriculum or Program development, and course coordination. Substitution for another instructor shall be paid at the substitute faculty member's pay rate for the applicable substituted course.

- a. Substitute Pay. Substitute instruction is paid at the respective instructional hourly rate plus 0.25 hours of preparation time per instructional hour for all approved substitutions where there is instruction. For course substitutions of longer than two weeks due to original faculty member's inability to teach the course, a contract for the portion of the course covered by the substituting instructor shall be issued using the respective instructional rates for the course. For non-instructional substitution, such as proctoring an exam, the 35WW pay rate shall be used.
7. Instructor Adjunct faculty who participate in Opening Week activities and/or Professional Development Day will be compensated for their time and work accordingly at a rate of \$50 for participation in the morning and \$50 for participation in the afternoon (not to exceed \$100 for full-day participation).
8. All Program Lead coordination administered by an Adjunct Faculty during the academic year and/or summer, will be paid at an hourly rate equivalent to a Full-time Faculty Member with a master's degree plus ten (10) years of experience.
9. All Program Lead coordination administered by a Full-time Faculty during the summer will be paid at the individual's Pro-rata rate.

**SECTION F. DEFINITION PRO-RATA RATE OF PAY.** For designated activities, a Faculty Member may be paid at a rate which is calculated as a portion of their pay as a Full-time Faculty Member. This can be calculated as a percent of load or as an hourly rate.

**SECTION G. SUMMER QUARTER.** All summer school salaries for Instructional Faculty, regardless of Full or Adjunct status during the academic year, shall be paid in accordance with Section E.

**SECTION H. LEARNING CONTRACTS.** Pay for learning contracts is calculated based on the faculty mentor's salary placement on the 35 WW column using the following multipliers:

- 1 credit: 35WW step rate x 3
- 2 credits: 35WW step rate x 6
- 3 credits: 35WW step rate x 8.5
- 4 credits: 35WW step rate x 11
- 5 credits: 35WW step rate x 13.5

**SECTION I. ADDITIONAL DUTIES.** Additional duties consist of those which are in addition to the expectations of a full-time load or adjunct teaching assignment. When participation in additional duties is requested by the College and agreed to by the Faculty Member, compensation shall be paid at an agreed upon rate, which may be at the individual Faculty member's salary placement in the 35WW column, by agreed upon stipend, or at the applicable pro-rata rate of pay.



1. All compensated work at non-standard rates over \$1,000 or re-assigned time roles will have responsibilities outlined along with associated compensation. These descriptions and compensation will be made available by the instruction office.
2. Diversity, equity, and inclusion service compensation. The college is committed to ensuring representation of systemically non-dominant people in campus committees, work groups, and student support activities.
  - a. The College commits to the annual reassignment of a faculty member at a minimum of 33% time to help facilitate faculty development and advancement in the College's commitment to diversity, equity, accessibility, and inclusion for the duration of the 2024-2027 faculty negotiated agreement.
  - b. When the college requests additional duties from a faculty member to advance the College's commitment to diversity, equity, and inclusion, the faculty member shall be paid for the agreed upon hours at the 35WW rate.

**SECTION J.** This Article shall not apply to non-credit Community Service offerings.

**SECTION K.** All modifications or changes to salary schedules, adjunct pay scales, or COLA in this Article that are contractually established to occur during the term of this contract shall be presented in writing to the Contract Administration Committee (CAC), reviewed and verified in a regularly scheduled meeting of CAC and the revised figures attached to the approved minutes for that CAC meeting. All revised salary/pay schedules verified by CAC shall be posted to the WCC Staff Web by Human Resources.

## ARTICLE VII – EMPLOYEE BENEFITS

**SECTION A. INSURANCE.** The Employer shall contribute up to a maximum amount authorized and funded by law and the Washington State Healthcare Authority for allowable group insurance plans for each eligible Faculty Member. Faculty Members shall have the opportunity to self-pay such contributions during leaves without pay or during periods of ineligibility subject to Insurance Board regulations. All premiums in excess of the amount funded by the State Legislature shall be borne by the Faculty Member.

**SECTION B. RETIREMENT.** The Employer shall contribute the appropriate funding for retirement plans consistent with current legislation and State Board Regulations.

**SECTION C. VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA).** VEBA is a tax-sheltered program where, upon retirement, Full-time Faculty will be paid one-fourth (1/4) of their hourly sick leave balance times their hourly rate, which will go toward qualified medical expenses. Adjunct Faculty will be paid one-fourth (1/4) of their sick leave balance times the rate on their step of the 35WW column of the Adjunct pay scale.

**SECTION D. REIMBURSEMENT FOR USE OF PRIVATELY OWNED AUTOMOBILES.** Contingent upon prior approval by the appropriate Administrator, Faculty Members unable to use District owned or leased vehicles in the conduct of official District business will be reimbursed at the maximum rate permitted by statute and OFM regulations. Reimbursement shall be limited to mileage equal to the lesser of the distance from the employee's primary work assignment (official station) to the site of the official District business or from the employee's residence to the site of official District business.

### **SECTION E. FACULTY EMERITUS.**

1. Purpose: To recognize outstanding service to Whatcom Community College and its students by granting the honorary status of Faculty Emeritus to selected retired members of the College's Faculty.
2. Minimum Qualifications: College Faculty Members with twenty (20) years of service or fifteen (15) years of service and have reached sixty (60) years of age or ten (10) years of service if retiring due to medical reasons, are eligible upon notification of retirement to be considered for the honorary status of Faculty Emeritus.

Any qualifying Faculty Member who retired prior to the approval of this policy may be appointed to such status retroactively to the date of his/her retirement.

3. Definition: Faculty Emeritus is a designated honorary status that may be conferred upon a retired member of the Faculty, effective upon retirement.
4. Conferring of this title is not automatic upon retirement. The title confers academic status and rank and shall be conferred based upon individual distinction and quality of contribution and service to the College and its students.

5. The Faculty Emeritus rank carries no formal employment relationship, associated responsibilities or compensation.
6. The College may choose to rescind the emeritus status designation from a Faculty Member for reasons similar to dismissal.
7. Honors and Privileges: The honors and privileges afforded Emeritus Faculty may include the following:
  - a. Upon request, business cards provided by the College with the title of Faculty Emeritus.
  - b. Upon request, a Faculty identification card with title Faculty Emeritus.
  - c. Upon annual request, the opportunity to maintain a College-provided email account.
  - d. Access to discounted bus pass program with proof of Faculty Emeritus identification card.
  - e. WCC Library rights and privileges comparable to those available to non-retired Faculty.
  - f. Access to campus, athletic and community events, performances and publications and use of College facilities (e.g., Pavilion and Student Recreation Center), comparable to those available to non-retired Faculty.
  - g. An invitation to participate in commencement activities each year in a comparable manner to non-retired Faculty.
  - h. Invitations to WCC Foundation activities and events in a comparable manner to non-retired Faculty.
  - i. Participation in community relations activities, interacting with community groups in a manner comparable to a non-retired Faculty Member.
8. Procedure.
  - a. A request for Emeritus Status for a Faculty Member can be made only after formal retirement notification has been submitted by the retiring Faculty Member. The request must be made in writing by the retiring Faculty Member to the Professional Advisory Committee (PAC). The letter of request shall include the Faculty Member's qualifications for emeritus status and describe the outstanding service areas to the College and students during the Faculty Member's employment at Whatcom Community College. PAC shall submit a recommendation to the College President after verification with Human Resources that the faculty member left the college in good standing.
  - b. Upon recommendation from the President and approval by the Board of Trustees, the Faculty Member shall be granted Faculty Emeritus status. The President shall announce the Faculty Member's appointment to Emeritus status to the campus community.

## ARTICLE VIII – LEAVES

### SECTION A. REMUNERATED PROFESSIONAL LEAVE POLICY.

1. Tenured Faculty Members may receive professional leave to be used for the purpose of furthering individual professional development or undertaking creative endeavors which will enhance or improve the Programs of the College. This purpose is consistent with the provisions of RCW 28B.10.650 as now exists and hereafter amended and with the College's commitment to Faculty development. Recognizing the importance of such activities, the College shall provide the opportunity for professional leave every year.
2. Eligibility and Duration of Professional Leave.
  - a. Professional leave eligibility is dependent upon the total quarters of employment (exclusive of summer quarter) after attaining Tenure with the District. The quarters of employment need not be continuous.
  - b. A Full-time Tenured Faculty Member shall become eligible for professional leave as follows:
    - i. After three (3) quarters [one (1) year] of tenured employment, a Faculty Member is eligible for one (1) quarter of professional leave.
    - ii. After six (6) quarters [two (2) years] of tenured employment, a Faculty Member is eligible for one (1) more quarter of professional leave. This is a total of two (2) quarters.
    - iii. After nine (9) quarters [three (3) years] of tenured employment, a Faculty Member is eligible for one (1) more quarter of professional leave. This is a total of three (3) quarters.
    - iv. Following the ninth (9th) quarter, [third (3) year] of tenured employment, one (1) additional quarter of professional leave eligibility will be granted for each six (6) quarters [two (2) years] of Tenured employment.
  - c. The professional leave need not be continuous; Faculty Members granted professional leave for one (1) or two (2) quarters may reapply for professional leave for the remaining quarter(s) of eligibility.
  - d. In cases where applicants have equal eligibility claims, applicants who have not been previously granted professional leave for three (3) full quarters will be given priority consideration.
  - e. Remunerated professional leaves shall be in conformance with the limitations of RCW 28B.10.650.
  - f. The President will make known the number of quarters of professional leave available for the following year by July 1, with a minimum of 3 quarters available, as

determined by state law and in accordance with eligibility for full-time tenured faculty and the on-time receipt of qualified applications.

3. Procedure for Applicants.

- a. The Professional Development Committee shall be comprised of two (2) professionals appointed by the President and the Faculty Members on the Professional Development Committee. The Professional Development Committee will:
    - i. notify Faculty Members of eligibility requirements and deadlines for applications, in addition to the number of quarters available for professional leave for the following year; final deadlines for applications shall be October 1 for the subsequent academic year;
    - ii. receive and review applications;
    - iii. make recommendations concerning each applicant to the President by November 1;
    - iv. notify each applicant as to the Committee's decision to support or not support their professional leave application.
  - b. The President will make recommendations concerning professional leaves to the Board of Trustees.
  - c. All applicants will be notified in writing by the President regarding the granting or the denial of the professional leave no later than the end of fall quarter each year.
  - d. Within the academic year following their professional leave, recipients are expected to present their work to the Board of Trustees.
4. Reimbursement of Employees During Professional Leave.
- a. A Full-time Faculty Member on professional leave shall receive one hundred percent (100%) of that Faculty Member's annual salary for the period of professional leave (or as limited by state law).
  - b. Faculty Members on professional leave shall receive employee benefits outlined in the Agreement, consistent with state law.

**SECTION B. ILLNESS, INJURY, BEREAVEMENT AND EMERGENCY LEAVE.**

1. Full-time Faculty Members of the College shall accumulate illness, injury and emergency leave at the rate of one (1) day per month (or portion thereof) of assigned period as designated by the employment contract or salary calculation worksheet. The one hundred eighty (180)-day maximum accrual shall be eliminated. Accumulated leave not taken shall be compensable upon termination of employment only as provided by Board of Trustees' policy and applicable statutes. Maternity, paternity and adoption leave benefits shall be granted under this Section except as taken as a leave of absence without pay.

2. Adjunct Faculty employed on quarterly or annual contracts shall earn sick leave based on their contracted FTEF multiplied by seven (7) hours for each month they are in active teaching status. At no time shall the total hours of sick leave earned per month exceed seven (7) hours. Adjunct Faculty shall accumulate such leave at a rate of one (1) day (prorated) for each calendar month during which they are employed for a contractual day, provided the total does not include more than twelve (12) days during any given twelve (12) month period.
  - a. Leave will be posted and may be taken only after it has been earned. For the purposes of establishing and maintaining eligibility, spring and fall quarters are considered to be consecutive periods of employment. Leave deductions will be based on the employee's prorated FTEF during the quarter the leave is requested.
  - b. Accrued sick leave may be used for absences caused by illness, injury, bereavement, disability, maternity, paternity, adoption or to care for a family member with a health condition that requires treatment or supervision.
  - c. Adjunct Faculty who must be absent shall communicate that fact to the appropriate person as soon as possible.
  - d. Once the Adjunct Faculty Member becomes eligible and is not renewed for any given quarter, the Faculty Member shall be granted unused sick leave when they return to employment. As defined by statute, sick leave will be accumulated and may be transferred between state agencies. Leave accumulated but not used shall be compensable only as provided by statute.
  - e. Absences resulting from illness or accident compensated by the State Workers' Compensation Program shall be handled in a manner consistent with applicable state and federal law, including the FMLA and the ADA.
  - f. In the event that, due to a medical condition, an adjunct is unable to teach an entire quarter at the college, during which they would have normally been employed, the adjunct may use accumulated sick leave during that quarter provided that they:
    - i. Have adequate sick leave available;
    - ii. Have taught at least three quarters at the college and has taught that specific quarter the previous year or has consistently taught that specific quarter in recent years and;
    - iii. Have a documented medical reason for not teaching that quarter.
  - g. This Section of the contract (Article VIII, Section B.2) may be reopened for negotiating as necessary and with the mutual consent of both parties for the life of this contract.
3. Bereavement leave not to exceed four (4) days per instance shall be granted in the event of a death of a relative or close friend. Additional days may be granted upon approval of the Employer.

4. Those who are granted leaves under this Section will continue to receive benefits under Article VII.

**SECTION C. JURY DUTY.** Faculty Members shall receive time off for required appearances in court or hearings resulting from a call to jury duty or subpoena to appear to testify where the Faculty Member is not personally involved in the action as the plaintiff, the defendant or the object of the investigation. Any remuneration, excluding expenses, received for such appearances shall be paid to the Employer in the event that the leave with pay is granted. All College benefits and other leave accruals shall be in effect while the Faculty Member is absent on this leave.

**SECTION D. PERSONAL LEAVE WITH PAY.** Faculty Members may take approved personal leave with pay, not to exceed three (3) days per year with prior notification to the appropriate administrator. Faculty Members are not required to state any reason for the leave beyond the term “personal.” Faculty members will make a good faith effort to minimize disruptions to their teaching and service obligations. In the case of an emergency, where prior notification is not possible, the faculty member will notify their supervisor as soon as possible. Personal days shall only be applied in full-day increments.

**SECTION E. LEAVES WITHOUT PAY.** Leaves without pay may be granted to Full-time Faculty or Adjunct Faculty during the applicable contract period, with the approval of the President, for such purposes as the following: (1) study, (2) travel, (3) illness, (4) maternity/paternity/adoption, (5) special assignments, (6) occupational experience appropriate to his/her assignment and (7) other purposes. The terms and conditions of such leaves shall be mutually agreed to in writing prior to granting the leave. Upon return from leave, such Faculty Member shall have all rights and benefits which existed at the commencement of the leave restored.

## ARTICLE IX – PERSONNEL POLICIES

**SECTION A. NOTICE TO FACULTY MEMBERS REGARDING EMPLOYMENT.** Each Faculty Member shall be given access to any District documents which affect employment status or of any employment notice which affects employment status.

### **SECTION B. PERSONNEL FILES**

1. The District shall retain one (1) personnel file for each Faculty Member under the direct supervision of one (1) designated employee. This shall not preclude the maintenance of all lawful payroll records or maintenance of other essential records by appropriate personnel for the operation of the Institution.
2. Placement of Material in File. Material concerning any Faculty Member may be placed in the personnel file only after the Faculty Member has been given reasonable opportunity to read the material, append to it answers to any charges, complaints or statements involved and to sign and date the material. His/her signature shall not necessarily imply agreement with the statements contained in the material. The Faculty Member shall also have the right to attach any other relevant supporting statement(s) or affidavit(s).
3. Right to Examine file. Each Faculty member shall have the right to review the entire contents of their personnel file. A Union representative or the Faculty Member's attorney may accompany such employee upon the Faculty Member's request to review their personnel file. The contents of the personnel file shall be available for photocopying in the presence of the person in charge of the file and the Faculty member involved. Inappropriate material may be removed from the file with the joint consent of the Faculty Member and the appropriate Administrator.
4. Records of Evaluation. The final recommendation of the Tenure Review Committee shall be retained in the personnel file. All other supporting materials relating to Tenure status shall be returned to the Faculty member upon the award of Tenure.
5. Restrictions on Use of File. Use of an individual's personnel file is restricted to the individual Faculty member, the Faculty member's attorney(s), representative(s), immediate administrative supervisor, the President and individuals requiring material from the file for legal proceedings between the Faculty Member and the College. None of those having access to the file may remove any material for other than those purposes set forth in this Article without the permission of the Faculty Member.
6. Excluding instances involving reduction-in-force, no documents shall be used to adversely affect the employment status of a Tenured Faculty Member unless they have been placed in the personnel file.
7. Before providing any personnel file documents responsive to a Public Records Act request that are not already publicly available, the College shall provide the affected employee(s) and the Union notice of the request no less than seven (7) business days prior to the release of such information.



## ARTICLE X – COLLEGE GOVERNANCE: INSTRUCTIONAL DEPARTMENTS AND COLLEGE COMMITTEES

**SECTION A. PHILOSOPHY OF GOVERNANCE.** Whatcom Community College is committed to maintaining a system of college governance that invites participation by Faculty and staff. Both Administration and Faculty recognize that an effective collegiate governance system provides for the inclusion and exercise of the judgment and expertise of the Faculty, particularly in areas pertaining to the delivery of instruction and workload related issues. It is agreed that Administration is responsible, with delegated authority from the Board of Trustees, for establishing and modifying the policies, procedures and organization of the College and Faculty shall have opportunity to participate in developing and maintaining policy and procedural decisions pertaining to instructional Programs and operations.

**SECTION B. ROLES OF ACADEMIC DEPARTMENTS.** The organization of the College’s academic departments provides for effective management of the delivery of instruction and related processes. The instructional organization is to ensure the inclusion of Faculty expertise at the appropriate level in hiring processes, curriculum development, assessment, planning, and budget and resource assimilation and allocation. Departments shall review and address policy and procedural matters related to instructional management at appropriate levels. Department Faculty recognize their shared responsibility to establish and review basic academic policy and procedures. Further, Departments shall provide the primary basis for:

- Consulting with individual Faculty and disciplines on pertinent matters;
- Consulting with the collective Faculty on matters related to delivery of instruction and working conditions;
- Holding regular meetings; and
- Maintaining effective, regular communication of issues to ensure as much Faculty participation as possible.

### **SECTION C. COLLEGE COMMITTEES.**

1. It is desirable to have broad representation from both Faculty Members and Administrators on appropriate College committees and to achieve wide dissemination of pertinent information to the College community.
  - a. In the spring of each academic year, the Contract Administration Committee shall meet to review the effectiveness of college governance from a faculty and administration perspective. President’s Cabinet and the executive committee of the union will review CAC’s annual college governance effectiveness report each year.
2. Contract Administration Committee. Representatives of the Union and the District will meet at a mutually agreed upon date, place and time (normally once every month) for the purpose of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. These meetings are not intended to

bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. If no agenda items are submitted, the meeting may be cancelled. Neither party shall have control over the selection of representation of the other party; provided, however, neither party shall have more than four (4) representatives.

3. Instructional Council. Instructional Council (IC) serves as an advisory body to the Vice President for Instruction and all instructional administrators. The IC will meet at least monthly for operational planning regarding the implementation of Instructional needs and college priorities. IC will problem solve and collaborate on matters related to Instruction, including those items addressed in sections A and B above, and in Appendix B of this agreement. This work shall be done in accordance with the faculty negotiated agreement and college policies and procedures.
  - a. Membership. Membership shall include the Vice President for Instruction, the instructional department chairs, faculty union president or designee, the adjunct affairs advisory committee chair or designee, the instructional deans, curriculum and scheduling manager, and up to two (2) at-large instructional representatives , appointed annually by the Vice President for Instruction. Visitors may be invited to a meeting, based upon their expertise related to an agenda item, but shall not become regular attendees. The committee will be co-chaired by one administrator and one faculty representative, with their terms effective September 1. The faculty co-chair shall be selected by the instructional department chairs from among the department chairs. The faculty co-chair shall receive one-ninth (1/9) reassignment time annually.
  - b. The Instructional Council's charge is to:
    - i. Provide a means to solve problems and identify solutions relevant to Instruction.
    - ii. Facilitate timely and effective communication between faculty and administration.
    - iii. Provide opportunities for faculty leadership development.
    - iv. Promote collaboration across instructional departments.
    - v. Solicit guidance and feedback from college leadership and the campus community to inform decision making.
    - vi. Develop collaborative processes for enhancing faculty and administration engagement in key instructional and programmatic decisions.
    - vii. Review matters related to instructional operations including, but not limited to: scheduling; budgets; faculty hiring and retention; new program development; and relevant college policies and procedures.

The Vice President for Instruction and the co-chairs will meet in spring quarter of each academic year to develop a draft work plan and to identify priorities and additional items of interest relevant to the Council.

- c. Communication Expectations. The members of the Instructional Council shall regularly communicate with campus stakeholders, both seeking input before decisions are made and communicating out information. If a matter pertaining to this council arises on off-contract times, the College shall contact the faculty co-chair or designee.
  - d. New Program Review. Faculty will be provided an opportunity to provide input on new degrees and certificates prior to formal steps that lead to the implementation of new degrees, including curriculum committee approval, State Board approval, or accrediting body authorization. New degree or certificate proposals will be brought to instructional council for review by instructional department chairs and administrators and made available for department chairs to lead a review and feedback process for at least two weeks. Proposals shall include anticipated fiscal, enrollment, and staffing impacts and plans. In the case that there is an emergent opportunity to pursue a new program during a period of time when faculty are not on contract (i.e. summer or intersession periods) the College will convene a majority of Instructional Council to provide the input and feedback on proposed new programs. Service during these periods of time will be compensated at the 35 WW rate.
4. Additional advisory committees (or other advisory bodies) may be created by the Employer as it may determine. In such instances, the number of Faculty Members and the duration of terms on the committee will be determined by the Contract Administration Committee, but shall include at least one (1) Faculty Member. Such Faculty Member(s) shall be appointed by the Union.
- a. Exemptions from such application are lay advisory committees, student committees, subcommittees of the Board, the District Grievance Committee or committees convened for the purpose of selecting classified employees.
  - b. Appointments to committees shall be made on a timely basis, but in no event later than thirty (30) days after the vacancy is known. Failure of the committee to act or to determine a recommendation in a timely fashion shall not act as a bar to administrative actions.
  - c. At the Union's request, CAC will review the purpose and charge of any advisory body, committee, or work group to determine if it meets the exemptions listed above. In their review, CAC will provide a recommendation to the appropriate administrator.
5. Adjuncts, College Governance and Committees. Adjunct involvement in College Governance and College Committees is recognized as an important component in effective, representative and inclusive governance of the College. The College shall encourage and support adjunct faculty participation in college committees and other college service. In accordance with the College's appointment procedures and committee composition, Adjuncts may serve on college governance committees, with the exception of search committees, as appointed by the faculty union provided that such appointments to each committee do not represent more than half of the faculty

positions on committees, unless otherwise approved by CAC. Adjunct faculty appointed to college governance committees shall receive compensation for time spent in committee meetings based on their step on the 35WW column of the Adjunct pay scale.

In addition, in certain circumstances, an institutional need may be identified where it is determined that the expertise of an Adjunct Faculty Member is needed to support the work of a particular committee or work group. In those circumstances, if the need is mutually agreed upon between the Administration and the Union, the participating Adjunct Faculty Member(s) will receive compensation based on their step on the 35WW column of the Adjunct pay scale.

## ARTICLE XI – ACADEMIC FREEDOM AND RIGHTS

**SECTION A. ACADEMIC FREEDOM.** Academic freedom is the freedom to teach, both in and outside the classroom, to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression, and to speak or write without institutional discipline or restraint on matters of public concern as well as on matters related to professional duties and the functioning of the College. Academic responsibility implies the performance of professional duties and obligations, and the recognition of the demands of the scholarly enterprise; it also implies the freedom to address the larger community with regard to any matter of social, political, economic, or other interests, without institutional discipline or restraint.

The faculty as a body is recognized as the experts on curriculum. The development, review, and maintenance of the curriculum originates with the faculty.

**SECTION B. LIBRARY COLLECTION.** There shall be no censorship of the content of the Library collection.

**SECTION C. CONSTITUTIONAL FREEDOM.** The Faculty Member's rights as a citizen shall not be diminished or alienated as a result of employment or retention.

**SECTION D. FREEDOM OF ASSOCIATION.** No Faculty Member shall be required to join or refrain from joining any organization as a condition of employment or retention.

**SECTION E. FREEDOM OF PETITION AND SILENCE.** Individual Faculty Members and organizations shall not be denied the right to state or to refuse to state their views before any legislative, administrative, faculty or public body. Faculty are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, and make it clear that when one is speaking on matters of public interest, one is not speaking for the institution.

As a responsibility of the special position of a member of the academic community, the Faculty Member who makes a public statement will assert whether or not they are an authorized spokesperson for Whatcom Community College.

**SECTION F. INTELLECTUAL PROPERTY.** The College encourages the development of patentable inventions and the publication of scholarly works by its Faculty Members and subject to the limitations of this Section and applicable law, supports the right of its Faculty Members to earn royalty or other income for their patentable or copyrightable work.

1. The ownership of materials, processes or inventions developed solely by a Faculty Member's individual effort, research and expense shall vest in the Faculty Member and be copyrighted or patented, if at all, in their name, except as follows:

- a. Grant and Contract Limitations. Conditions or restrictions on patent or copyright privileges contained in sponsored grants, contracts or other awards are binding on the College and Faculty.
  - b. College-Owned Materials. Materials produced solely for the College at College expense, shall be owned by the College and shall be patented or copyrighted, if at all, in the College's name.
  - c. Jointly-owned Materials. Materials produced with College support, including the use of significant amounts of College personnel, time, materials or resources shall be owned jointly by the College and Faculty Member.
    - i. Whenever a Faculty Member's work is likely to lead to the development of jointly-owned materials, the Faculty Member and the College should attempt to agree prior to the beginning of work on an equitable allocation of any returns from the jointly-owned materials.
    - ii. Where no such agreement is reached prior to the development of jointly-owned materials, the Faculty Member and College will agree no later than the time of sale of any jointly-owned materials on an equitable allocation of the proceeds from those materials.
2. The College retains a right to royalty-free use of any patentable or copyrightable materials developed by College Faculty (other than books and materials available from a publisher through normal distribution channels) when the development of such materials was advanced through the use of College facilities, supplies equipment or staff services. This right exists even if the materials do not constitute College-owned or jointly-owned materials as defined above (e.g., where use of facilities by a Faculty Member was not substantial).
- a. The College shall not copy teaching materials housed within the learning management system to give to another instructor without the original instructor's permission. This restriction is void: (1) if the College contracted the faculty member to develop a master course to be used by other faculty, (2) if the original course was funded by an external grantor for the purpose of being available to other faculty, or (3) if an instructor becomes unavailable to teach their previously assigned course less than 30 contract days prior to the beginning of the quarter and the College is unable to reach the original instructor after three attempts. In the event of item (3), the course shall only be copied for the applicable quarter with approval from the Vice President for Instruction or their designee.

**SECTION G. ADDITIONAL RIGHTS.** Additional rights of Faculty Members concerning Tenure, a grievance procedure and personnel records are described in detail in other Sections of this Agreement.

## ARTICLE XII – PERFORMANCE EXPECTATIONS

**SECTION A.** The Employer and the Union are dedicated to maintenance and improvement of a comprehensive community college as defined by the State of Washington’s Community College Act of 1967 and the Strategic Plan of this District. Essential to this end is the development of a competent, student-oriented, secure and dedicated faculty which is uniquely qualified to meet the needs of the Whatcom County area. Both parties to the Agreement are determined to explore and implement new ways in which to improve the professional standards and the professional competency of the faculty at Whatcom Community College.

**SECTION B.** Faculty are committed to participate in routine institutional evaluations which will include the evaluation of Programs and Administrators as well as Faculty. Assistance shall be provided to facilitate the evaluation process.

**SECTION C.** The College will provide all Faculty Members with information regarding performance standards and assessment procedures to be used during their employment. This will be supplied when the Faculty Member assumes an assignment. Individual faculty student success data shall not be solely used in an evaluative or disciplinary manner against the faculty.

**SECTION D.** Documentation of all evaluation conferences and reports will be disclosed to and signed by the Faculty Member as an indication that the Employee has knowledge of all information. These records will be included in the personnel file of the Faculty Member.

### **SECTION E. FACULTY PROFESSIONAL GROWTH PROCESS.**

3. Intent. As a way to continue to grow as educators, Faculty will engage in a variety of activities that support professional growth. To facilitate a faculty-led, peer mentoring growth process, the following three (3) year process will be used.
4. Process
  - a. Faculty members shall engage in professional growth activity(ies). During a three-year cycle, these activities shall include student course feedback, peer observations, and equity or social justice learning activity(ies). Additional activities may include, but are not limited to, faculty learning communities, faculty education workshops (FEWs), etc.
  - b. Each year, Faculty will report their professional growth activity(ies) to their supervisor through a faculty report/survey, mutually agreed upon by the Administration and Faculty Union.
  - c. Within each three (3) year cycle, Faculty are expected to engage in the following:
    - i. One quarter of student course feedback, the content of which will be mutually agreed upon by the Administration and Faculty Union. Faculty will select which quarter’s student course feedback to submit to the Office of Instruction.

- ii. A peer observation according to the process mutually agreed upon by the Administration and Faculty Union.
  - iii. Participation in an Equity or Social Justice learning activity(ies), selected by each faculty to best meet their professional needs.
5. Supervisor Feedback
- a. Faculty supervisors will review the faculty annual reports and provide written feedback within 60 calendar days of annual report due date. Feedback will state whether the faculty member meets performance expectations. In the event a faculty member does not receive feedback within 60 calendar days, the faculty members is presumed to have met performance expectations.
    - i. If a faculty member does not submit an annual report by the due date specified or submits an incomplete report, the 60-day time will begin after the completed report is received by the supervisor. If a report is late or incomplete, the faculty member will be notified by the Office of Instruction within 60 calendar days of the annual report's due date.
  - b. If, during the three (3) year cycle, a supervisor identifies an area for additional support, they may provide such suggested support through the faculty remediation process outlined in section F of this same Article.
  - c. During the third year of the individual faculty member's three-year cycle, each faculty member will meet with their supervisor to discuss the faculty member's professional growth from the three (3) year cycle.

## **SECTION F. REMEDIATION.**

### **1. Purpose of Remediation Process**

Remediation is a progressive, non-disciplinary process used to address performance difficulties, where professional growth is reasonably likely to occur through mentoring, training or some other form of assistance. Remediation is intended to promote growth and identify expectations for future conduct. Faculty discipline is outlined in Article XVII.

### **2. Cause for Remediation and Due Process**

If a supervising administrator believes that cause for remediation may exist, they will exercise due diligence in inquiring, collecting information, and applying equitable remediation practices across faculty. Faculty have the right to be informed of the issues related to the inconsistent performance, the information/evidence collected, and the right to respond verbally and/or in writing. Causes leading to the remediation process may include, but are not limited to:

- d. A pattern of failure to fulfill professional responsibilities, per Article V (workload);
- e. A pattern of incomplete or late submission of documents and/or failure to respond to work related email;
- f. A pattern of formal student complaints;



- g. A pattern of complaints regarding clinical site work;
- h. Recurring program accreditation evaluation complaints that are within the faculty's control;
- i. A pattern of excessive absenteeism or re-occurring failure to meet classes or attend committee assignments regularly;
- j. A pattern of failure to follow college policies, procedures and state and federal laws related to employment at the College.

### 3. Initiation of Remediation Process

- a. All faculty are expected to perform the duties and responsibilities of their work assignment(s) as described in Articles V, and to comply with Board Policies, the College's administrative policies and procedures, and state and federal laws related to employment at the College.
- b. When a supervising administrator, consistent with Section 2 above, determines that cause for remediation exists, informal or formal remediation will be initiated. The determination of whether informal or formal remediation will be consistent with Section 4 below. The supervising administrator will inform the faculty of the need for remediation and schedule follow-up meetings.
- c. Faculty may request WCCFT union representation at any remediation meetings. It is the responsibility of the faculty to contact the union for representation.

### 4. Informal vs. Formal Remediation

- a. Informal remediation is appropriate when inconsistent performance emerges, the impact is minor, and the faculty recognizes the performance issue and accepts the proposed remediation. The plan and verification of completion may be verbal or written, as mutually agreed upon by both parties.
- b. Formal remediation is appropriate in situations where a documented pattern of performance exists, the impact on the college is significant, and/or the faculty directly disputes the need for remediation or the remediation proposed. Formal remediation may also be used in the event that an informal attempt at remediation is unsuccessful.
  - i. A confidential meeting will be scheduled at a mutually convenient time between the faculty, the appropriate supervising administrator, and a union representative if requested. Others may attend the meeting if mutually agreed upon by both parties.
  - ii. The supervising administrator will give a written notice of the inconsistent performance issue(s) in writing to the faculty at least 5 contract days before the meeting. The written notice will state the specific performance issue(s) to be remediated, an explanation for the need to develop an improvement plan, a list of potential remediation activities, and the consequences of not completing the plan and improving performance.

- iii. The supervising administrator and the faculty will then seek to develop a mutually-agreed upon remediation plan including the items specified in Section 5 below.
  - iv. When a mutually agreed upon remediation plan is reached, both the supervising administrator and the faculty sign a final copy. If the faculty does not agree that formal remediation is warranted, or does not agree with the plan, the grievance procedure may be used for resolution.
5. Remediation Plans: Whether formal or informal, remediation plans should address the following:
- a. A clear description of the performance issue(s), including specific evidence indicating the performance issue(s) to be addressed; and
  - b. Specific actions to be taken, along with timelines and milestone events; , which may include but are not limited to:
    - Mentoring by other faculty;
    - Self-guided education;
    - Coaching by appropriate third party;
    - Additional training in the skill area(s) needing improvement.
  - c. A method for verifying completion of actions and expectations for maintaining satisfactory performance.
  - d. The next step(s) of not complying with the plan.

For formal remediation plans, the details described in a-d above will be specified in writing, signed by the faculty and the supervising administrator and placed in the faculty's personnel file. This document will also identify a date when the faculty may request HR remove the plan from their personnel file. The date shall not to exceed one calendar year from the date of the signed plan. Should circumstances arise that impact the execution of the plan either party may request revisions to the plan. Requests must be in writing. The mutually agreed upon amended plan will be signed by both the supervising administrator and the faculty and will accompany the original remediation plan in the personnel file.

## ARTICLE XIII – GRIEVANCE PROCEDURE

**SECTION A.** A grievance is hereby defined as a complaint or claim against the Employer by a Faculty Member or the Union arising out of the interpretation or application of the terms of this Agreement, or any alleged violation by the Employer of the terms of this Agreement.

“Days” as used in this Article shall mean business days (Monday - Friday, excluding holidays and breaks between quarters). Whenever possible, the parties shall attempt to resolve any grievance informally provided that the adjustment is consistent with the terms and conditions of this Agreement.

When an alleged grievance cannot be resolved informally, formal grievances shall be handled in the following manner:

1. Step One. The grievant and/or a Union representative shall orally present the grievance to the immediate Administrative supervisor or, if against the immediate supervisor, then to the next higher-level supervisor. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the grievant and the Union representative and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved and the remedy sought. The written grievance shall be sent via email to the immediate supervisor or the next higher-level supervisor.

The immediate Administrative supervisor shall be given the written grievance and they shall note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Union representative. The immediate Administrative supervisor shall answer the grievance in writing within ten (10) days thereafter and shall concurrently send a copy of the grievance and the answer to the Union.

2. Step Two. If no settlement is reached at Step One, the Union, at its sole discretion, may submit the written grievance to the College President or their designated representative, provided it is filed with the College President or their designated representative not more than ten (10) days after it is answered in Step One. Representative(s) of the Union will be present at any meeting called to consider the grievance at this Step. The College President or their designated representative shall send their written answer to the Union within fifteen (15) days if a Step Two meeting is held.
3. Step Three. If no settlement is reached at Step Two, the Union may, at its sole discretion within ten (10) days after the date of the Step Two answer, request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

Within ten (10) days after such written notice, the Union shall submit a request to the American Arbitration Association for a list of seven (7) arbitrators from Washington and/or Oregon. Within ten (10) days following the receipt of the list of eligible arbitrators, the parties’ representatives will meet or confer to select an arbitrator. The

parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator will hear the dispute. The party exercising the first strike will be the loser of a flip of a coin.

With mutual agreement, the parties may also choose to obtain the list of arbitrators from the Federal Mediation and Conciliation Service, the Washington State Public Employment Relations Commission, or may mutually agree on a specific arbitrator.

Under no circumstances may an individual grievant take the grievance to arbitration.

**SECTION B.** With respect to Section A of this Article, the following time limits are established. Any grievance not presented to the Employer in writing as provided in Step One of Section A above within thirty-five (35) days after the aggrieved should reasonably become aware of the facts on which the grievance is based, shall be waived for all purposes. In addition, if any other Steps or actions provided for in Section A of this Article are not taken or appeals therein provided for not taken or filed or notice not given within the time limits therein specified by the grievant or the Union, then the grievance shall be deemed finally closed and settled on the basis of the Employer's last answer.

1. Failure by the Employer to comply with Step One time limitations shall automatically invoke Step Two.
2. If the President, or their designated representative, fails to provide a written answer to the Union within Step Two time limitations, the Employer shall bear the cost of all fees and expenses associated with the arbitrator in Step Three.
3. All time limits within this grievance procedure may be extended by mutual agreement in writing between the parties.

**SECTION C.** Only grievances which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

**SECTION D.** Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which, under the express terms of this Agreement and any subsequent Agreement, are subject to arbitration; and
2. Only matters which are applicable to the particular issue presented to the arbitrator; and
3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any terms or condition of this Agreement or which is in conflict with the provisions of this Agreement; and
4. The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and

5. The rendition of a decision or award in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted; and
6. 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; and
7. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties unless waived by the parties.
8. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and 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; and
9. No arbitrator shall have the authority to remand an issue back to the parties for negotiations.

**SECTION E.** Except as noted in Section B above, the fees and expenses of the arbitrator shall be borne equally by the Employer and the Union, including any fees required during the selection of an arbitrator as outlined in section A.3, above. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Union and the Faculty Member(s) consistent with the terms of this Agreement.

**SECTION F. GENERAL.**

1. All matters pertaining to a grievance shall, at the request of any party involved in the grievance, be deemed confidential information and shall not be unnecessarily related, disclosed or divulged by any participant in the grievance process or by any Employee or agent of the District unless such disclosure is required by law.
2. Documents, communications and records prepared or collected by the District in connection with a grievance shall not be placed in a grievant's regular personnel file but shall instead be maintained in a separate file.
3. No Faculty Member of the District who is involved in or participates in a grievance proceeding shall be subjected to any restraint, interference, discrimination, coercion or reprisal as a result of that involvement/participation.
4. Nothing in this Article shall be construed to preclude the right of a Faculty Member to bring concerns about matters not covered by this Agreement to the attention of the appropriate Employer representative.
5. No application of the terms or procedures of Articles XVI, XVII (sections C-E), XVIII, or XIX shall be subject to processing under the grievance procedure.

## ARTICLE XIV – PROFESSIONAL DEVELOPMENT

**SECTION A.** In order to provide an improved educational environment at Whatcom Community College, Faculty Members, both individually and collectively, are urged to participate in professional development activities.

**SECTION B.** One of the purposes of a Professional Development Program will be professional enrichment in order to promote teaching effectiveness. Such Program shall include, but not be limited to, the following types of educational activities:

1. Courses related to an Employee's discipline or teaching area, courses taken as part of a degree program approved by Whatcom Community College for staff development purposes. As well as individual professional development, a need is seen for development of professional relationship within the College.
2. Seminars, colloquia, workshops, etc., of specific professional interest and seminars, workshops, institutes, etc., sponsored by industrial and/or professional organizations of a more general professional nature.
3. Job related participation in field work, clinical experience, domestic or foreign travel, independent research and development activities in excess of the normal contractual obligations of the Faculty Member, creative activity and independent study.

**SECTION C.** Upon Faculty submission of expense paperwork to the Office of Instruction, the College will cover costs for faculty to complete training, exams, certifications, and annual fees for licenses and certifications that are required:

1. as a condition of employment;
2. for external accreditation requirements; and/or
3. for the college to maintain desired designations/accreditations.

The College may fulfill this requirement by providing such training to faculty at no cost to the faculty.

The Office of Instruction will maintain a list for all faculty of certifications, tests, exams, and annual fees required as per the above list. This list will be published annually.

Faculty members receiving this benefit shall be expected to continue employment at the College in the subsequent academic year. Should the faculty member resign their position, the faculty member shall provide repayment for the costs in excess of \$500 originally funded by the College. Should the faculty member retire, no repayment to the college is required.

## ARTICLE XV – WORKING CONDITIONS

**SECTION A.** Faculty Members shall not be required to work under known 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.

**SECTION B. OFFICE SPACE.** Consistent with budgetary and funding restrictions, the Employer agrees to:

1. Provide Full-time Faculty Members with adequately furnished office space which facilitates preparation for classes, student conferences and other tasks required by the assignment.
2. Provide adequate office space and storage space for Adjunct Faculty.
3. Make a good faith effort to provide private student consultation space for use by Faculty in the following buildings: Health Professions, Laidlaw, Cascade, Kulshan and Kelly.
4. Provide Faculty access to their office space at any time of the day or week.
5. Provide Faculty Members with adequately furnished lunch/break facilities in the following buildings: Health Professions, Laidlaw, Cascade, Kulshan, and Learning Commons.
6. Full-time Faculty office space appointments led by the Faculty Union, in consultation with the Instruction Office and Administrative Services. These appointments shall take into consideration teaching modality, frequency of use, approved telework, and other faculty and institutional needs.

**SECTION C. INSTRUCTIONAL SPACE.**

1. The Employer agrees to provide necessary facilities, equipment and supplies so that Faculty can perform their professional assignments in an efficient and productive manner.
2. The Employer agrees to collaborate with Faculty on decisions pertaining to classroom spaces and (e.g., general purpose classrooms, labs, furniture, equipment placement) and instructional services (e.g., copy/duplicating facilities, Library).

**SECTION D. FACULTY SUPPORT.**

1. The Employer agrees to provide trained and qualified instructional staff for faculty assistance in each of the following buildings during the College's normal business hours: Health Professions, Laidlaw, Cascade, Kulshan and Kelly.

## ARTICLE XVI – RULES AND REGULATIONS GOVERNING TENURE

**SECTION A. PURPOSE.** Consistent with RCW 28B.50.850-869, the Board of Trustees of Community College District No. 21 hereby establishes the following rules and procedures on Faculty Tenure and probationary employment, the purpose of which is three-fold:

1. To protect Faculty Appointment rights and Faculty involvement in the establishment and protection of those rights at Whatcom Community College and all subsequent community college campuses hereafter established within Community College District No. 21; and
2. To define a reasonable and orderly process for appointment of Faculty Members to Tenure status; and
3. To assure that Tenure is granted to Faculty Members of such character and instructional ability that the District, so far as its resources permit, can justifiably undertake their continuous employment.

**SECTION B. DEFINITIONS.** As used in this Article, the following terms and definitions shall mean:

1. “Appointing Authority” shall mean the Board of Trustees of Community College District No. 21.
2. “Tenure” shall mean a Faculty Appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process.
3. “Faculty Appointment” shall mean Full-time employment as a Teacher, Counselor, Librarian or other position for which the training, experience and responsibilities are comparable as determined by the Appointing Authority, except administrative appointments. Faculty Appointment shall also mean administrators who have had or do have status as a Teacher, Counselor or Librarian. Faculty Appointments shall not include individuals hired from special funds as provided in WAC 131-16-400.
4. “Probationary Faculty Appointment” shall mean a Full-time Faculty Appointment for a designated period of time which may be terminated without cause upon expiration of the Probationer’s terms of employment.
5. “Probationer” shall mean any individual holding a Probationary Faculty Appointment.
6. “Administrative Appointment” shall mean employment in a specific Administrative position as determined by the Appointing Authority.
7. “President” shall mean the President of Community College District No. 21 or in the President’s absence, the Acting President.
8. “College” shall mean Whatcom Community College, Community College District No. 21.
9. “Probationary Review Committee” shall mean a committee composed of three (3) Tenured Faculty Members who hold Faculty Appointments, one (1) student representative who shall be a full-time student chosen by the Student Association of the College and one (1) member with Administrative responsibilities.



A separate Probationary Review Committee shall be established for each Full-time Probationer which shall serve as a standing committee until such time as the Probationer is either granted Tenure or their employment in a Probationary Faculty Appointment is terminated. Each Probationary Review Committee shall be composed of five (5) persons, three (3) of whom shall be Tenured Faculty Members selected in accordance with RCW 28B.50.869. At least one (1) of these Faculty shall be a subject area peer of the Probationer, provided such an individual meets the previous qualifications. The President shall appoint one (1) administrative staff as the fourth member of the Committee. It shall be the responsibility of the Presidential appointee to call the first meeting of the Probationary Review Committee. The fifth member shall be a full-time student chosen by the Student Association. The Committee shall choose one of its members as a chairperson. If a vacancy occurs on the Committee, the same process for selection of a replacement shall be followed as applied in the selection of the original member. Furthermore, the composition of the Committee for Probationary Faculty members appointed prior to the effective date of this policy will be made within thirty (30) days following its adoption.

a. In the event that a probationer's direct supervisor serves as the administrative staff representative on the committee, and the supervisor becomes aware of an action or behavior that could lead to investigation or discipline, the supervisor shall inform the probationer of their rights to union representation as described in Article XVII.A.3.

10. "Full-time" shall mean an appointment which requires the appointee's fulfillment of full time responsibility with a full-time load as defined in this Agreement between the Employer and the Union.

### **SECTION C. DUTIES AND RESPONSIBILITIES OF PROBATIONARY REVIEW COMMITTEES.**

1. The general duty and responsibility of the Probationary Review Committee shall be to assess and advise the Probationer of professional strengths and weaknesses and to make reasonable efforts to encourage and aim the Probationer to overcome identified deficiencies in the assigned responsibilities and expectations outlined in Article V, Section A.
2. The Probationary Review Committee shall meet at the call of the chair, when in their discretion the need for such a meeting arises, provided that the Committee shall meet with the Probationer at least twice during each of the first two (2) quarters of employment and once during all other quarters and additionally, within ten (10) days of the receipt of a written request setting forth good cause to meet as directed to the chair by the Probationer.
3. The substance of all meetings will be recorded in written form and will be forwarded through administrative channels to the appropriate Administrator or College President. Observed deficiencies should be put in writing and discussed in conference as soon as possible. Both the Committee and the Probationer must be aware that the primary purpose of the Committee, in addition to monitoring and evaluation, is to assist the Probationer in meeting the requirements of the assigned duties and in fulfilling the

objectives set by the Committee. The written records of all conferences, reports and evaluations will be disclosed to and confirmed by the Probationer as an indication that the Probationer has knowledge of all probationary information.

4. The first order of business for each Probationary Review Committee shall be to establish the procedure and develop the criteria it will utilize in evaluating the performance and professional competence of the Full-time Probationer assigned thereto.

The Committee's evaluation of the Probationer shall be directed toward and result in the determination of whether or not the Probationer possesses the knowledge, skills, and abilities to perform effectively in the faculty appointment. The Review Committee will be responsible for furnishing the Probationer with appropriate performance criteria and objectives in written form, to include the methods of performance evaluation to be used. Such procedure shall provide the Probationer with the right to appear before the Committee and make presentations. A Probationary Review Committee's evaluation procedures should include the following:

- a. Classroom observations requested by members of the Probationary Review Committee (could be by committee members or other identified college employees or students) or equivalent process defined by the committee for a non-teaching faculty;
  - b. Student feedback , or an equivalent process defined by the committee for non-teaching faculty;
  - c. Assessment of the Probationer's participation in professional activities; and
  - d. Self-evaluation, following the guidelines published in the Tenure Handbook.
5. Each probationary Review Committee shall be required to conduct an ongoing evaluation of the Full-time Probationer assigned thereto and render the following written report to the Probationer and the President on or before the designated times during each regular College year such appointee is on probationary status; or, as is also required within fifteen (15) days of the President's written request therefore:
    - a. A written progress report after fall quarter outlining the Probationer's strengths and weaknesses. This report should also include a list of steps that can be taken by the Probationer to improve their deficiencies.
    - b. A written evaluation of each Full-time Probationer's performance including the degree to which the Probationer has overcome stated deficiencies on or before February 15 of such year. The Review Committee shall obtain the Probationer's written acknowledgment of receipt of the written evaluation. The Probationer shall have the right to answer the evaluation report in writing and attach their answer to the report.
    - c. A written recommendation that the Appointing Authority award or not award Tenure, to be submitted prior to January 15th of the Probationer's eighth regular college quarter of appointment. The submission of all tenure materials, including the recommendation, will follow the guidance and process outlined in the Tenure

Handbook as reviewed and approved by the Contract Administration Committee. The Probationary Faculty Member shall have the right to submit to the Appointing Authority, through the President, an oral or written answer to an adverse report and/or recommendation. Failure by the Probationary Review Committee to make such written recommendation by the designated deadline shall be deemed a recommendation neither for nor against the awarding of Tenure and the Appointing Authority may award nor deny Tenure based upon this type of recommendation by the Probationary Review Committee.

6. By the end of the third week of the spring term each academic year, PAC will submit recommendations for revision to the Tenure Handbook to the Contract Administration Committee.

The Office of Instruction shall be responsible for distribution of the revised guidelines to all Tenure subcommittees before the end of the second week of the ensuing fall term.

7. The final decision to award or withhold tenure shall rest with the Appointing Authority after it has given reasonable consideration to the recommendations of the Probationary Review Committee.
8. All written evaluations and recommendations prepared and submitted by a Probationary Review Committee pursuant to these rules shall include the Committee's finding and supportive data and analysis.
9. Not later than one (1) complete quarter, except summer quarter, before the expiration of the Probationary Faculty Appointment, the Appointing Authority shall notify the Probationer of the decision to either grant Tenure or not renew the Probationary Appointment for the ensuing year. Nothing herein shall be construed to preclude the Board of Trustees from granting Tenure at any time.
10. This appointment to Tenure is effective until the Faculty Member resigned or is dismissed for "sufficient cause" and by due process.

#### **SECTION D. RECOMMENDATION FOR A FOURTH YEAR OF PROBATIONARY STATUS – RATIONALE, PROCESS, CONTENT AND TIMELINE:**

Rationale for a Recommendation for a Fourth Year of Probationary Status: Washington state policy allows for the extension of the Tenure Probationary period in those instances when a clear decision is not feasible. A request to the Board of Trustees for the fourth-year extension must be initiated by the Probationary Review Committee with the full assent of the Probationer. The request for the recommendation for a fourth year of probation should be based on agreement by all parties that the record of performance indicates fundamental strengths in all categories, but also indicates specific areas needing improvement before an award of Tenure. The recommendation should be a rare exception in the College's Tenure process and it should not be employed to merely avoid or suspend a difficult decision in a Tenure case.

In requesting a fourth year of the Probationary Tenure period, the Probationary Review Committee will prepare a recommendation that identifies the strengths and areas of deficiency and all members of the Committee, including the Probationer, shall sign indicating their concurrence with the recommendation and the designated strengths and weaknesses. The Tenure Notebook shall support the claim by the Committee that, with the allowance of a fourth year, the Probationer shall successfully complete the Tenure process.

**Professional Improvement Plan:** A recommendation for granting a fourth year of probationary status shall include an additional document in the Tenure Notebook: a Professional Improvement Plan. The Plan shall be assembled by the Probationer with the assistance of the Probationary Review Committee. The Plan shall identify specific areas of deficiency and delineate effective strategies for addressing them. All Committee members, including the Probationer, shall sign to indicate their concurrence about areas of deficiency as well as effective strategies for improvement.

**Year Four Recommendation:** The document submitted in the fourth year to support the Committee's recommendation for the award or denial of Tenure, unlike the third-year document, shall not be a fresh attempt to summarize the case; rather, for the sake of clarity, the fourth-year document shall review the information in the third-year document as a base and additional information and materials should focus on the candidate's success in addressing the areas designated for improvement.

**Timeline:** At the completion of the Probationer's fourth year, the recommendation from the Probationary Review Committee for the award or denial of Tenure shall be submitted by January 15th of the eleventh quarter of service, unless the extension of the probationary period has been specifically designated as one (1) term or two (2); in those instances, the deadline for submission of the year four (4) recommendation shall be declared by the Board of Trustees with their decision to grant the extension.

Recommendation for a Fourth Year of Tenure should occur rarely. Hiring and Tenure processes, if effective, should ensure strong preparation for Faculty and evidence for decisions.

**SECTION E. DESIGNATION OF ADMINISTRATIVE APPOINTMENTS.** A tenured faculty member, upon appointment to an Administrative position, shall be allowed to retain Tenure as a faculty member. However, persons assigned Administrative responsibility and authority will occupy positions for which the privileges of tenure cannot be extended. Administrative positions for such purposes shall be defined as those exempt appointments not in the bargaining unit.

## ARTICLE XVII – PROGRESSIVE DISCIPLINE AND DISMISSAL OF FACULTY

The College will follow progressive steps that include remediation (e.g., coaching, conversation, training) and, if necessary, disciplinary action (e.g., written reprimand, suspension with or without pay). Behaviors that are inconsistent with the expectations of faculty work assignment(s) shall first be addressed through remediation. The goal of remediation is faculty growth and improvement to consistently meet work assignment expectations. The remediation process is outlined in Article XII. Disciplinary actions occur based on unsatisfactory performance behaviors and are taken either when remediation does not resolve the area(s) identified for growth, or when violations of law or policy occur. Disciplinary action shall occur as outlined in section A, below.

Remediation and discipline are separate processes. At the beginning of either process, the faculty member will be informed via email which process is being employed and will be informed of their right to contact the union or another representative to attend any meetings with the faculty member. If a faculty member includes a representative in a meeting it is understood that permission has been given in the meeting for the representative to hear all details pertaining to the matter at hand. Both processes shall be initiated at the lowest level appropriate to the behavior. This does not preclude the College from an informal conversation with faculty that is not part of any of these 3 processes.

In cases where behavior is in violation of state or federal law (such as Title IX) the college will follow any processes mandated by the law that are violated. While this process is intended to support the faculty member, federal and state law must supersede contract language. The executive faculty union will be notified when federal or state laws change.

Dismissal may occur if remediation and discipline are not successful, or if state/federal laws require such action. The dismissal process is outlined in section B, below.

Grievances related to remediation and progressive discipline procedures in this article follow the grievance guidance outlined in Article XIII.

### **SECTION A: DISCIPLINARY ACTION.**

#### **1. Purpose of Disciplinary Action**

- a. All faculty members are expected to perform the duties and responsibilities of their work assignment, as referenced in Articles V, and to comply with Board policies, the College's policies and procedures, and state and federal laws. Discipline is a response to a violation of this Agreement or any Board policies; the College's rules, regulations, and administrative policies and procedures; state and federal law related to employment at the College.

Discipline is not appropriate for faculty that inconsistently meet performance expectations as outlined in Article XII. Faculty that fail to consistently meet

performance expectations should participate in the remediation process as outlined in Article XII. However, failure to participate in or complete a remediation plan may initiate the disciplinary process.

- b. No formal discipline may be given unless the College has just cause. The seven tests of just cause are listed in Appendix F.
- c. When deemed appropriate by the College President or designee, a faculty member may be placed on paid leave pending the outcome of an investigation. The Union President will be notified of the paid leave action by Human Resources. Disciplinary actions involving misconduct that may lead to dismissal will follow the procedure established in Section C of this article.

## 2. Progressive Discipline

- a. The College shall apply, whenever possible, principles of progressive discipline (e.g., verbal reprimand, written warning, written reprimand, suspension with or without pay).
- b. The College will not be required to apply progressive discipline where the nature of the misconduct calls for the imposition of serious discipline or discharge, as identified by state or federal law.

## 3. Right to Representation

- a. A faculty member shall have the right to have union representation present at an investigation interview or meeting called by the College. Once a request for union representation is made, the College will postpone any meetings at the request of a faculty member to allow them to obtain representation.
- b. Faculty seeking union representation are responsible for contacting the union representative of their choice. If the faculty member's choice of representative is not available for the scheduled investigative interview or disciplinary meeting, the meeting will be postponed for up to ten (10) contract days to allow the faculty member to arrange for a union representative to be present. Any necessary changes to a scheduled investigative interview will be sent in writing to the faculty member and a copy to the Faculty Union representative prior to the rescheduled interview.
- c. The exercise of rights for union representation will not interfere with the College's right to conduct an investigation. The role of the representative is to provide assistance and, in the case of legal representation, to counsel the Faculty.

## 4. Informal Resolution

- a. Although some matters under law require mandatory reporting, other than such exceptions, nothing in this Agreement precludes the supervising administrator from attempting to resolve any matter, allowable under the law, informally with a faculty member.
- b. If, during a meeting between the supervising administrator and the faculty member, the supervising administrator concludes that discipline could reasonably result from

the information provided by the faculty member, the meeting shall be paused upon the faculty's request to allow for representation from the union or other choice of representation (e.g., attorney).

5. Formal Discipline

- a. The College has the authority to impose discipline.
- b. In limited instances where Articles within this negotiated Agreement conflict with the policies and procedures required by state or federal laws, these laws take precedent.

6. Notice to Faculty Member

Prior to taking disciplinary action, other than a verbal reprimand, the appropriate administrator will issue a written "Notice of Proposed Disciplinary Action" to the faculty member. Such notice will list the unsatisfactory performance/issue, an explanation of the evidence, and the action contemplated. The notice will also provide a meeting date and time at which the faculty member, with the assistance of a union representative if requested by the faculty member, may provide information and reasons orally or in writing why the discipline should not be imposed.

7. Imposition of Disciplinary Action

Once the supervising administrator has considered the information provided by the faculty member in Section 6, if they still determine disciplinary action is warranted, the faculty member will be provided a "Letter of Disciplinary Action." This letter shall be placed in the faculty's personnel file and the faculty has the right to attach a response letter.

8. Privacy

When disciplining a faculty member, the College will make every effort to protect the privacy of the faculty member, unless otherwise required by law.

9. Personnel Files

- a. Upon request by a faculty member to Human Resources, records of disciplinary action older than three (3) years will be removed from their personnel file provided there has been no subsequent discipline for the same or related infraction. After three (3) years if there has been no further disciplinary occurrences for the same or related infraction during that three-year time period, records of disciplinary action will not be considered for progressive discipline (however they may be used for notice). Exceptions to the above are: violations of affirmative action policies, discrimination or harassment as required by law.
- b. The parties acknowledge the College must comply with the Public Records Act and that removal of information from a personnel file may still require retention by the College.



- i. Before providing any disciplinary documents responsive to a Public Records Act request, the College shall provide the affected employee(s) and the Union notice of the request no less than seven (7) business days prior to the release of such information.
  - c. Nothing in this section would prevent the College from agreeing to an earlier removal date, providing such removal is consistent with the public records retention requirements in state law, including but not limited to RCW 41.06.450
10. Investigations and Discipline during academic break
- a. Both parties recognize that investigations and discipline during non-contracted breaks (e.g., winter break, summer) present a difficulty to faculty who are not being paid, who are often away from campus, and who may have difficulties securing union representation.
  - b. Both parties also recognize that the College and Union have due diligence and duty of fair representation responsibilities for cases that may arise during these times.
  - c. If a complaint is received about a faculty member during any period in which the College is not in session or during an academic quarter in which the member is not working, the College will suspend the investigation until the faculty is again under contract. If the College reasonably believes a complaint could result in suspension without pay or dismissal, or is required by law to investigate, the College may commence its investigation immediately.
  - d. Faculty not on contract who are identified in such an investigation, or acting as union representation for said faculty, shall be compensated at the faculty's 35ww rate.

**SECTION B. STATEMENT OF CAUSE FOR DISMISSAL.** The Just Cause requirement in A.1.b shall apply to dismissals for cause. The employer shall develop a statement of cause when the employer intends to dismiss the employee. The statement of cause should identify the reasons for the dismissal which shall include but are not limited to:

1. Aiding and abetting or participating in:
  - a. Any unlawful act of violence;
  - b. Any unlawful act resulting in destruction of Community College property;
  - c. Any unlawful interferences with the orderly conduct of the educational process;
2. Gross incompetency;
3. Willful or knowing violation of District policies, rules or regulations;
4. Illegal conflict of interest;
5. Significant or sustained breach of negotiated faculty agreement.



## **SECTION C. INITIATION OF DISMISSAL PROCEEDINGS.**

When the President initiates a formal written complaint about a Tenured Faculty Member which may warrant dismissal, the President shall inform that Faculty Member with a statement of cause.

1. The President shall meet with the Faculty Member, the Vice President for Instruction and designated supervisor. The Faculty Member may request a Union representative and/or up to two (2) additional individuals, chosen by the Faculty Member, to attend the meeting and any subsequent meetings.
2. This preliminary meeting shall be an information gathering session. The meeting may result in one (1) of the following actions, which shall be communicated in writing by the President within fifteen (15) calendar days of the preliminary meeting:
  - a. Case closed;
  - b. Dismissal recommended;
  - c. Not closed, but dismissal is not recommended.
3. When the result is option C.2.c., the Faculty Member shall produce a professional plan which addresses the President's finding and ensures resolution of the issues. The professional plan shall be signed by the Faculty Member and submitted to the President or his/her designee within fifteen (15) calendar days for review and approval. The President or his/her designee shall notify the Faculty Member of his/her decision within fifteen (15) calendar days. The professional plan shall identify specific activities for the Faculty Member's improvement, a timeline for completion of the activities and designated evaluation periods to assess and report on progress.
4. If the case is not closed, but dismissal is not recommended (C.2.c.): using the agreed upon professional plan described in Section C.3., the Faculty Member shall meet with the Vice President for Instruction and designated supervisor, and/or Department Chair to implement and assess progress on the professional plan.
5. At the end of the review period agreed to in the professional plan, the President shall call a meeting of the Faculty Member and the Vice President for Instruction and designated supervisor. A report of all findings including a recommendation by the appropriate Administrator shall be submitted to the President or designee. The recommendation shall provide for: dropping the charges of deficiency; review at a designated later date; or dismissal procedures. The President or designee shall notify the Faculty Member of his/her decision within fifteen (15) calendar days following this meeting.
6. If a professional plan is not submitted and/or approved, the President shall inform the Faculty Member in writing which of the remaining two (2) options in Section C.2 shall occur. This written notification shall be delivered within fifteen (15) calendar days from the due date of the professional plan described in Section C.3.

**SECTION D. DISMISSAL REVIEW COMMITTEE AND DISMISSAL PROCEDURES.** The establishment of a Dismissal Review Committee and all further dismissal procedures shall be conducted in accordance with Article XIX, Hearing Procedure for Dismissals.

## ARTICLE XVIII – REDUCTION-IN-FORCE POLICY

**SECTION A. PURPOSE.** This Article shall govern Reduction-in-Force (RIF), which is deemed to constitute sufficient or adequate cause for dismissal/termination of Probationary Faculty Members prior to the written term of their individual appointment or Tenured Faculty Members. Reduction-in-Force shall include, but not be limited to, any of the following grounds:

1. Inadequate funding to the College or to a specific Program or individual discipline within the College.
2. Program termination or reduction.
3. Significant decreases in enrollment in the College or in some Program or individual discipline.
4. Changes in educational policy.
5. State Board for Community and Technical Colleges declaration of financial emergency pursuant to RCW 28B.50.873 under the following conditions:
  - a. Reduction of allotments by the Governor pursuant to RCW 3.88.110(2) or
  - b. 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.

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.

### **SECTION B. REDUCTION-IN-FORCE PLANNING PROCESS.**

1. Reduction-in-Force Units and Procedures for Assignment.
  - a. Reduction-in-Force units shall be identical to the academic disciplines in Article IV, Section C. Each Tenured and Probationary Faculty Member shall be assigned to only one (1) of these units based upon the Faculty Member's major assignment.
  - b. The Contract Administration Committee will develop and recommend a Reduction-in-Force list to the President annually. This list will be distributed to Full-time Faculty Members prior to the conclusion of fall quarter. The list shall rank each Faculty Member in the appropriate unit in accordance with the seniority procedures defined herein and shall designate whether the individual is a Probationary or Tenured Faculty Member.
  - c. Full-time Faculty Members who hold special-funded positions (such as grant funding or temporary allocation funding) and Non-Faculty Members who hold Tenure under the laws of the State of Washington shall be included in the above lists for informational purposes only.

- d. Disputes regarding Reduction-in-Force unit assignments shall be appealed to the Contract Administration Committee and if not resolved, shall be submitted to the President.

2. Order of Reduction.

- a. Prioritizing of Courses, Programs and Services. If the number of Faculty Members is to be reduced, the President, after consultation with the Contract Administration Committee and with such other advice the President deems necessary, shall decide which courses, Programs and services are most necessary to maintain quality education and support the College's mission.

The President shall declare (same notice as referenced in C.1.a) the duties associated with such courses, Programs and services to be essential and thus not subject to Reduction-in-Force. Consultation with CAC may include verifying or updating the RIF list and/or reviewing the RIF process. The President consults with CAC at least 10 contract days before moving into the formal procedure section of this article (section C).

In making decisions on reductions, the President may consider factors including but not limited to:

- i. Budget limitations;
- ii. The enrollment and the trends in enrollment for six (6) consecutive quarters (excluding summer quarters), if applicable and their effect upon each area or Program;
- iii. The past, present and anticipated needs and use of services of the College by its students and prospective students;
- iv. Information concerning Faculty and Administrative vacancies occurring through retirement, resignation and professional and other leave;
- v. Changes in educational policies and goals;
- vi. Ability to meet federal, state, or accreditation requirements;
- vii. Staffing needs.

b. Selection of Individuals.

- i. If a reduction is determined to be necessary within a Reduction-in-Force unit, the President shall observe the following order of lay-off:

First—Full-time Probationary Faculty Members in order of least seniority.

Second—Full-time Tenured Faculty Members in order of least seniority.

The above order and/or application of seniority may be interrupted in the event that:

- a. Strict adherence to it would result in no qualified individual being available to fully perform all duties of an essential course or Program, such as a less

senior faculty member only having required credentials to ensure program compliance, accreditation, or certification;

- ii. A Faculty Member affected by a Reduction-in-Force may be reassigned to another area provided professional qualifications are adequate. Such reassignment shall be made by the President following recommendation from the Vice President for Instruction, designated supervisor and Department Chair in the area of reassignment. The affected Faculty Member will be consulted prior to reassignment. The unavailability of Faculty Members to exercise such an opportunity for consultation shall not bar the reassignment.
- c. Seniority. Seniority shall be determined by establishing the effective date of the first full-time contract for the most recent period of continuous full-time professional service in the Bargaining Unit for Whatcom Community College. This period of continuous service shall include all authorized leaves of absence.

The longest terms of employment as thus established shall be considered the highest level of seniority. In instances where Faculty Members have the same effective date of the first full-time contract, seniority shall be determined by the effective date of the first contract as a Faculty Member at Whatcom Community College. In the event that the Faculty Members are still tied, seniority shall be determined in the following descending order:

- i. First date/time of application submitted for employment.
- ii. Coin toss.

### **SECTION C. REDUCTION-IN-FORCE IMPLEMENTATION PROCEDURE.**

1. Determination of Necessity of Reduction-in-Force.
  - a. In the event that the President determines that a Reduction-in-Force may be necessary, the President shall give notice (same notice as referenced in B.2.a) of the potential Reduction-in-Force and extent thereof to the Union. This notice shall be in writing and shall identify reasons for RIF as well as disciplines, programs, and faculty positions impacted by the RIF conclusion.
  - b. Within ten (10) contract days from the date of this notice, a three- (3-) member Committee of the Union shall be provided with an opportunity to meet with the President regarding the problems arising out of the emergency situation facing the District. The Union representatives and the College President and designees shall meet to: 1) discuss the potential need to implement a Reduction-in Force; 2) discuss any alternatives or options which either party feels are reasonably available; 3) allow the Union representatives opportunity to influence the President's planning; and 4) to provide opportunity for the Union representatives to acquire information necessary to develop a possible alternative proposal. The meetings shall be for the purpose of considering options such as:

- i. Examination of the College budget by the Administration and the Union for the purpose of identifying potential budget savings;
  - ii. The transfer of Faculty Members from one area to another in instances wherein an individual has adequate qualifications;
  - iii. Providing the means by which a Faculty Member threatened by a potential Reduction-in-Force can gain additional competencies in those areas considered necessary to the maintenance of quality education in the District. These means would include Professional Leave priority, transfer to an administrative or non-teaching position, use of activity supervision as part of the academic lead, arrangement of employment schedules, etc.
  - iv. Use of summer quarter as a regular part of the College year, in an emergency situation, to give a Faculty Member a full academic load.
  - v. Encouragement of non-mandatory early retirements in those instances wherein such retirements would result in little or no hardship upon the retiree and would provide a means whereby the College might continue to offer employment to a less senior Faculty Member threatened by Reduction-in-Force.
- During these discussions, the President will document findings by supplying data that may be reasonably produced. Such meetings shall conclude within ten (10) contract days from the date of the notice of potential Reduction-in-Force. In the event that the Union fails to respond to the notice issued by the President or upon the conclusion of ten (10) contract days, the President shall submit recommendations to the Board of Trustees.
- c. In the event the President determines a Reduction-in-Force to be necessary, the President shall develop and submit to the Board of Trustees recommendations regarding the extent of such reduction, including specifics regarding impacted faculty members and programs. Such recommendations shall protect the instructional capacity and flexibility required to maintain the highest quality education possible for students. The Union may also present alternatives to reduction for the Board's consideration.
  - d. The Board of Trustees in its role of Appointing Authority shall make the final determination regarding the necessity of a Reduction-in-Force and extent thereof. Any court review of such decisions shall not act as a stay to any further actions taken by the Board in accordance with this Section.
2. Designation of Remaining Steps. Subsequent steps in the procedure for Reduction-in-Force are specified in Article XIX, Hearing Procedure for Dismissals.

**SECTION D. RIGHTS OF LAID-OFF FACULTY MEMBERS.** Recall Lists shall be created and maintained for each affected Reduction-in-Force unit at Whatcom Community College. The names of those Faculty Members laid off shall be placed on the appropriate Recall Lists according to seniority. Recall shall be in order of reverse seniority; those qualified Faculty Members at the highest levels of seniority will be the first ones considered for recall. The right

of recall shall extend three (3) calendar years from the date of actual lay-off. No new hire shall be permitted to fill Faculty Member vacancies at the College unless there are no qualified Faculty Members on the Recall Lists to fill the vacancies. The name of any Faculty Member refusing a recall offer shall be removed from the Recall List and said Faculty Member will no longer be considered eligible for recall. It is the responsibility of those Faculty Members desiring recall to furnish the College with the appropriate addresses to which notices and other pertinent recall information can be sent. Upon recall, Faculty Members shall retain all benefits such as sick leave, Tenure and seniority which has accrued up to the day of lay-off.

**SECTION E. SPECIAL PROVISION.** Upon the request of a Faculty Member laid off for reasons of this policy, the President shall write a letter for presentation to other institutions stating: 1) the reasons for 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.

## ARTICLE XIX – HEARING PROCEDURE FOR DISMISSALS

**SECTION A. NOTICE OF DISMISSAL.** After it is determined that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected Faculty Member and provide copies to the Dismissal Review Committee. The notice shall include:

1. A statement of the legal authority and jurisdiction under which the hearing is to be held;
2. A reference to the particular rules of the College that are involved;
3. A short and plain statement of the matters asserted.
4. In the case of a Reduction-in-Force for the reasons set forth in Article XVIII, Section A (1)-(4), the notice shall include a statement of (a) the grounds for Reduction-in-Force as delineated in Article XVIII, Section A (1)-(4) and (b) the basis for selection of the affected Faculty Member. In the case of a Reduction-in-Force for reasons set forth in Article XVIII, Section A (5), this shall clearly indicate the separation is not due to the job performance of the Faculty Member and hence, is without prejudice to such Faculty Member and, in addition, shall indicate the basis for Reduction-in-Force as one or both of the reasons set forth in Article XVIII, Section A (5). The notice must also indicate the effective date of separation from service.

### **SECTION B. REQUEST FOR HEARING.**

1. In the Cases of dismissal for sufficient cause or Reduction-in-Force for the reasons set forth in Article XVIII, Section A.1-4, the affected Faculty Member shall have twenty (20) days from the date of the notice of dismissal to make a written request for a hearing. If the affected Faculty Member does not request such a hearing from the President of the College within seventeen (17) days, the President will request a written determination from the Faculty member as to whether they wish to avail themselves of the right to a hearing. If the Faculty Member fails to respond within the twenty (20) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing.
2. In the case of Reduction-in-Force for reasons set forth in Article XVIII, Section A.5, the affected Faculty Member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected Faculty Member 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 Faculty Member as to whether they wish to avail themselves of the right to a hearing. If the faculty member 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.
3. The decision of a faculty member not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees.



**SECTION C. NOTICE OF HEARING.** The President shall notify in writing the Committee and the affected Faculty Member of the time, place and nature of the hearing. The hearing may be held no fewer than ten (10) days after written notice that such hearing is scheduled.

**SECTION D. COMPOSITION OF DISMISSAL REVIEW COMMITTEE.** A five (5) member Dismissal Review Committee created for the express purpose of hearing dismissal cases shall be established no later than November 1 of any academic year. The members shall include one (1) Administrator chosen by the President, one (1) full-time student chosen by the Student Association in such manner as the members thereof shall determine and three (3) Tenured Faculty Members representing the Faculty who shall be selected by a majority of the Tenured and Probationary Faculty acting in a body. The Faculty members on the initial Dismissal Review Committee shall serve a one (1) year, two (2) year and three (3) year term respectively. Subsequent elections will be for three (3) year terms so that the Committee members shall have staggered terms. The student member will not be appointed until a dismissal case needs to be heard.

In the event there is a vacancy on the Committee, a replacement shall be selected within fifteen (15) days of the vacancy in the manner outlined above.

Anyone on the Committee with a conflict of interest will be replaced.

**SECTION E. PROCEDURAL RIGHTS OF AFFECTED FACULTY MEMBERS.** An affected Faculty Member who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Administrative Procedure Act, Chapter 34.05 RCW and shall have the following procedural rights:

The right to confront and cross-examine adverse witnesses, provided that when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the Faculty Member at least ten (10) days prior to the hearing on the matter towards which the testimony of the witness is considered material;

1. The right to be free from compulsion to divulge information which they could not be compelled to divulge in a court of law;
2. The right to be heard in their own defense and to present witnesses, testimony and evidence on all issues involved;
3. The right to assistance of the Hearing Officer in securing the witnesses and evidence pursuant to Chapter 34.05 RCW;
4. The right to counsel of their choosing who may appear and act on their behalf at the hearings;
5. The right to have a representative of the Union present at the hearing;
6. The right to have witnesses sworn and testify under oath.

## **SECTION F. HEARING OFFICER.**

1. Appointment.
  - a. The Board of Trustees shall attempt to appoint a neutral Hearing Officer agreeable to both parties to preside over each dismissal review hearing. The President and Faculty Member shall attempt to agree on an acceptable individual or one acceptable individual from a list of potentially available neutral Hearing Officers. In the event that there exists a disagreement between the President and the Faculty Member regarding the appointment of a neutral Hearing Officer, The Board of Trustees shall make the appointment.
  - b. In the case of a Reduction-in-Force for reasons set forth in Article XVIII, Section A (5) at the time of a Faculty Member's or Members' request for formal hearing, said Faculty Member 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' 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.
2. Duties. It shall be the role of the impartial Hearing Officer to conduct the hearing in accordance with Chapter 34.05 RCW and any procedural rules adopted by the District. The duties of the Hearing Office include:
  - a. Administering oaths and affirmations, examining witnesses and receiving evidence; no person shall be compelled to divulge information which they could not be compelled to divulge in a court of law;
  - b. Issuing subpoenas;
  - c. Taking or causing depositions to be taken pursuant to rules promulgated by the Institution;
  - d. Regulating the course of the hearing;
  - e. Holding conferences for the settlement or simplification of the issues by consent of the parties;
  - f. Disposing of procedural requests or similar matters;
  - g. To make all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;
  - h. To appoint a court reporter, who shall operate at the direction of the Hearing Officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing and record any other matters related to the hearing as directed by the Hearing Officer;

- i. To allow the Review Committee to hear testimony from all interested parties, including but not limited to Faculty Members and students and review any evidence offered by same;
- j. To prepare proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event, longer than thirty (30) days after the conclusion of the formal hearing or within ten (10) days in the case of a Reduction-in-Force for reasons set forth in Article XVIII, Section A (5), the written recommendation of the Hearing Officer will be presented to the President, Committee, affected Faculty Member and the Board of Trustees;
- k. To be responsible for preparing and assembling a record for review by the Board of Trustees which shall include:
  - i. All pleadings, motions and rulings;
  - ii. All evidence received or considered;
  - iii. A statement of any matters officially noticed;
  - iv. All questions and offers of proof, objections and rulings thereon;
  - v. Proposed findings, conclusion of law and a recommended decision;
  - vi. A copy of the recommendations of the Dismissal Review Committee.
- l. To decide, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community or whether particular persons should be permitted or excluded from attendance;
- m. To assure that a transcription of the hearing is made, if necessary and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;
- n. To consolidate individual Reduction-in-Force hearings into a single hearing. In the case of Reduction-in-Force for reasons set forth in Article XVIII, Section A.5, the hearings shall be consolidated. Such consolidated hearing shall be concluded within the time frame set forth herein;
- o. To take any other action authorized by rule consistent with this Chapter.
- p. In the case of a Reduction-in-Force for the reasons set forth in Article XVIII, Section A.5, the formal hearing (pursuant to Chapter 34.05 RCW 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 Dismissal Review Committee action.

**SECTION G. RESPONSIBILITIES OF DISMISSAL REVIEW COMMITTEE.** The responsibilities of the Committee shall be:

1. To review the case of the proposed dismissal;
2. To attend the hearing and, at the discretion of the Hearing Officer, may call and/or examine any witnesses;
3. To hear testimony from all interested parties, including but not limited to other Faculty Members and students and review any evidence offered by same.
4. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after conclusion of the formal hearing and within seven (7) days in the case of a Reduction-in-Force for reasons set forth in Article XVIII, Section A (5), the written recommendations of the Committee will be presented to the Hearing Officer, President, the affected Faculty Member and the Board of Trustees.
5. Failure of any Dismissal Review Committee to make written recommendations regarding dismissal within the prescribed time shall be deemed a recommendation neither for nor against dismissal and the Hearing Officer and the Board of Trustees may proceed without the recommendation.

**SECTION H. FINAL DECISION BY THE BOARD OF TRUSTEES.** The case shall be reviewed by the Board of Trustees as follows:

1. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.
2. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.
3. The Board may hold such other proceedings as it deems advisable.
4. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the Hearing Officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the Hearing Officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within five (5) days following the conclusion of its review, notify the charged Faculty Member in writing of its final decision and the effective date of dismissal.

**SECTION I. SUSPENSION.**

1. Procedural Suspension. Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected Employee or others is threatened by his or her continuance. Any such suspension shall be with pay.

2. Suspension for Probable Sufficient Cause.

- a. At any time after the President notifies a Faculty Member in writing of charges in support of dismissal for probable sufficient cause, as defined in Article XVII, the President may suspend the Faculty Member in question with or without salary.
- b. If the Board of Trustees determines not to dismiss a Faculty Member who has been suspended for probable sufficient cause, the Faculty Member will be awarded any salary payments which have been withheld during the period of suspension.

**SECTION J. PUBLICITY.** Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the Faculty Member, the Dismissal Review Committee, Administrative officers or the Board of Trustees until all administrative proceedings and appeals have been completed.

**SECTION K. APPEAL FROM BOARD OF TRUSTEES DECISION.** Pursuant to Chapter 34.05 RCW as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

**SECTION L. GRIEVANCE PROCEDURE.** The grievance procedure of this contract shall not be applicable to dismissals.

## ARTICLE XX – FACULTY EARLY RETIREMENT PROGRAM

### SECTION A. DEFINITIONS.

1. College. College shall mean Whatcom Community College.
2. Retirement Program. This retirement program is established for the express purpose of encouraging the retirement of Tenured Academic Employees at a time earlier than the Employee might otherwise retire where such early retirement will be of bona fide mutual benefit, economic or otherwise, to the College and the Academic Employee.
3. Retirement. The word “retirement” as used in the Article pertains to separation from service/employment under provisions of this Article and does not affect other options for resignation or termination of employment from the College.

### SECTION B. ELIGIBILITY.

1. When the retirement of a Tenured Faculty Member is of benefit to the College and to the Faculty Member, the College and the Faculty Member may enter into an agreement providing for the Faculty Member’s separation from employment with the College under the provisions listed below or under other provisions mutually agreeable to both parties.
2. Either the College or the Faculty Member may initiate an offer or an application for retirement. The retirement of a Tenured Faculty Member may only be accomplished, however, by written mutual agreement to the terms of the retirement between the Faculty Member and the College President, acting on behalf of the Board of Trustees.
3. A Faculty Member shall be eligible for this retirement program if the Faculty Member:
  - a. Has been granted Tenure at Whatcom Community College;
  - b. Has attained a minimum age of fifty-five (55) years. Exceptions to this age requirement may be granted under extraordinary circumstances in the exercise of the phased retirement and accelerated work options;
  - c. Has been employed at Whatcom Community College for a minimum of ten (10) years. If a Faculty Member is hired after age forty-five (45), years of either distinguished service or outstanding teaching at another accredited institution may be applied to this requirement.

In determining the appropriateness of eligibility for a Tenured Faculty Member’s retirement, the College may consider (a) financial advantage to the College; (b) programmatic considerations; (c) a Faculty Member’s years of service with the College; or other considerations mutually agreeable to both parties.

**SECTION C. EARLY RETIREMENT OPTIONS.** The retirement may take the form of one of or a combination of the following systems or of other systems agreeable to both parties:

1. Tenure Purchase Retirement Option. The purchase of Tenure, whereby the Faculty Members severs employment with the College and is compensated for Tenure rights by a method and amount agreeable to both parties;
2. Phased Retirement Option. The phasing out of employment with the College whereby the Faculty Member continues employment at the College at a load of less than full-time, but (1) retains the rights and responsibilities associated with Tenure; (2) retains benefits for which they remain eligible and (3) is compensated on a Pro Rata basis off the Full-time Salary Schedule.
3. Accelerated Work Option. The Faculty Member assumes a workload in excess of full-time for a period prior to retirement.

#### **SECTION D. APPLICATION PROCESS.**

1. Faculty Members desiring to apply for one or more of the retirement options shall do so in writing.
2. Applications shall be submitted to the appropriate Vice President, Dean or Associate Dean.
3. When an application is approved, the agreement shall be reduced to writing. All terms shall be stated in writing and shall be signed by the Faculty Member and the College President or his/her designee.
4. The approval or denial by the College of any request for retirement shall not be subject to the grievance procedures contained in the Negotiated Agreement.

## ARTICLE XXI – NO WORK-STOPPAGE

The Employer and the Union agree that disputes which may arise between them shall be settled without strike or lockout.

The Employer agrees it will not lock out any or all of its Faculty Members during the term of this Agreement and the Union agrees on behalf of itself and its membership that there shall be no strike or slowdown during the term of this Agreement. This Article shall not be applicable in the event of a dispute between the parties arising during a bona fide reopening of this Agreement.

## ARTICLE XXII – RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the District and the utilization of District resources is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

## ARTICLE XXIII – SCOPE OF AGREEMENT

**SECTION A.** It is the belief of both parties that all provisions of this Agreement are lawful. If any Section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such Section.

**SECTION B.** This Agreement constitutes the Negotiated Agreement between the Employer and the Union and supersedes any previous Agreements or understandings, whether oral or written, between the parties.

**SECTION C.** Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

**SECTION D.** The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in the Agreement. Therefore, except as specifically stated in Section A of this Article, the Employer and the Union for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement until mutually agreed otherwise.

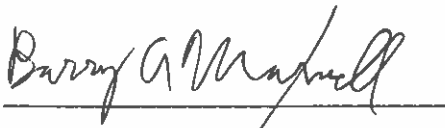
**SECTION E.** Nothing contained herein shall be construed to deny or restrict to any Faculty Member rights and responsibilities they may have under the laws of the State of Washington and the United States or any other applicable regulations.



## ARTICLE XXIV – DURATION

This Agreement shall remain in full force and effective from September 1, 2024, to and including August 31, 2027. Negotiations for a subsequent Agreement shall commence upon the request of either party on or after August 31, 2026, except that either party reserves the right to reopen Article VI if and when the Washington State Legislature appropriates funds for salary increases.

FOR THE UNION



Barry Maxwell, Co-President  
Whatcom Community College  
Federation of Teachers

Dated: June 12, 2024

FOR THE EMPLOYER



Teresa Taylor, Chair  
Whatcom Community College  
Board of Trustees

Dated: June 12, 2024

## APPENDIX A – FACULTY NEGOTIATED AGREEMENT GLOSSARY

<b>ACADEMIC YEAR</b>	The academic year comprises fall, winter and spring quarters.
<b>ADA</b>	Americans with Disabilities Act
<b>CAC</b>	Contract Administration Committee
<b>COLA</b>	Cost of Living Adjustment
<b>CW</b>	Contact Week
<b>DAYS</b>	Days are defined as either contract days, business days, or calendar days within this collective bargaining agreement. For any deadline identified in this agreement that falls on a weekend or holiday, the due date shall be the next business day.
<b>FERPA</b>	Family Educational Rights and Privacy Act
<b>FMLA</b>	Family Medical Leave Act
<b>FT</b>	Full-Time
<b>FTEF</b>	Full-Time Equivalent Faculty
<b>IC</b>	Instructional Council
<b>MISF</b>	Mediated Instructional System Facilitation
<b>MOU</b>	Memorandum of Understanding
<b>OFM</b>	Office of Financial Management
<b>PAC</b>	Professional Advisory Committee
<b>PERC</b>	Public Employment Relations Commission
<b>RCW</b>	Revised Code of Washington
<b>SBCTC</b>	State Board for Community and Technical Colleges
<b>VPI</b>	Vice President for Instruction
<b>WAOL</b>	Washington Online
<b>WCCFT</b>	Whatcom Community College Federation of Teachers
<b>WAC</b>	Washington Administrative Code
<b>WW</b>	Work Week

## APPENDIX B – DEPARTMENT CHAIR DUTIES AND RESPONSIBILITIES

### 1. General Responsibilities

- a. Lead the department in accordance with college policies, procedures, practices and the negotiated agreement.
- b. Establish consistent, inclusive methods of communication that promote informed decision making across the department. This shall include, when possible, requesting feedback from departmental faculty before decisions are made, and disseminating information from various sources (e.g., Instructional Council, Budget Review Committee) on a monthly basis.
- c. Serve as member of Instructional Council, representing needs of department and facilitating communications with faculty and administration.
- d. Meet as needed with the appropriate dean, VPI and representatives from student services and administrative services to problem solve and address items of interest, concern or accomplishment from the department.
- e. Participate in ongoing department chair training (e.g., faculty contract, college policies/procedures, budget development, etc.).
- f. Attend regular meetings with other department chairs on matters of common interest.
- g. Advise the faculty office space subcommittee of the Campus Planning Advisory Committee on needs within the department in a manner consistent with Article XV, Section B.6
- h. Provide support, as requested by discipline and program leads, in their coordination of the PIP/DIP processes within their respective programs and disciplines.
- i. Fulfill responsibilities as Department Chair in the “Student Complaint Process.” Changes to the Student Complaint Process shall be mutually agreed to by the administration and faculty union.

### 2. Budget

- a. Following the College’s annual budget development process, prepare annual departmental budget requests (and supplemental requests as needed) in collaboration with discipline and program leads.
- b. Review and monitor departmental budgets, following up on fiscal matters as needed with other appropriate stakeholders (i.e., departmental faculty, business office, etc.).
- c. Provide approval authority for purchases requested by discipline and program leads, in alignment with the College’s purchasing procedures.

### 3. Instruction and Faculty

- a. Assist discipline/program leads with providing departmental onboarding resources to new full time and adjunct faculty.
- b. Support discipline/program leads with adjunct faculty hiring process as outlined by the Human Resources office.
- c. Lead initial adjunct review process as outlined in Article V.F.2.
- d. Direct faculty to college resources, policies and procedures (e.g., inclement weather procedure, IT work request submission form, etc.).
- e. Provide guidance to discipline/program leads regarding full-time position rationale document.
- f. Lead the established processes for the recruitment and selection of full-time faculty as outlined by Human Resources.
- g. Coordinate the departmental review of curriculum in accordance with established Curriculum processes.
- h. Assist faculty with securing paid substitutes as necessary.
- i. Work with department faculty to provide input to appropriate staff (e.g. lab technicians, grant managers, etc.) and administrators regarding instructional inventory and equipment needs.
- j. Participate in the full time faculty position prioritization process.
- k. Monitor enrollments in the three weeks prior to the start of each quarter, and make schedule modifications.
- l. Review annual and quarterly course schedules to verify accuracy and coordinate offerings.
- m. Conduct a departmental process for nominating faculty to probationary review committees, as needed.

### 4. Operations

- a. Coordinate departmental materials for accreditation, led by the offices of instruction and assessment and institutional research (AIR).
- b. Verify course materials are reported and course material orders are completed per bookstore procedures for respective classes within the department.
- c. Review and submit college catalog materials for the department.
- d. In collaboration with discipline/program leads, provide information to college committees (e.g., Campus Planning Advisory Committee, Curriculum Committee, etc.) to facilitate the needs of the department.
- e. Collect and provide department information on behalf of the department as to be used by the College Public Information Office.

- f. Assist faculty with the development of their long-range goals (e.g., curriculum, equipment, and staffing) necessary to facilitate the needs of the department.

## APPENDIX C – DISCIPLINE AND PROGRAM LEAD DUTIES AND RESPONSIBILITIES

### 1. General Responsibilities

- a. Direct faculty to college resources, policies and procedures (e.g., course proposal process).
- b. Establish consistent, inclusive methods of communication that promote informed decision making within the discipline. This shall include requesting, when possible, feedback from discipline faculty before decisions are made, and disseminating information from various sources (e.g., Department Chair, Offices of Instruction).
- c. Meet with Department Chair, Instructional Deans or VPI as requested by lead, chair, or dean, recognizing processes and decision making functions as laid out in this contract, the organizational structure, and college policies and procedures.
- d. Manage discipline inventory and equipment.
- e. Submit or verify course materials are reported and course material orders are completed per bookstore procedures for respective classes within the discipline.
- f. In coordination with department chair, assist with securing substitutes.
- g. Lead the Program or Discipline Improvement Program (PIP/DIP) review as scheduled.

### 2. Budget

- a. Following the College's annual budget development process, work with the Department Chair to prepare annual discipline budget request (and supplemental requests as needed).
- b. Start purchasing process to support the needs of the discipline in alignment with approved discipline budget and the College's procurement procedures. .

### 3. Curriculum and Scheduling

- a. Develop and submit discipline annual and quarterly course schedules, including assignment of faculty to courses. Coordinate faculty assignments with department chairs for faculty who teach in more than one discipline or department.
- b. Coordinate pre-determined contingency plans with department chairs and appropriate administrators to support enrollment monitoring and management during academic breaks, including established communication processes with impacted faculty.
- c. Develop and revise courses in accordance with curriculum committee procedures.
- d. Review and submit college catalog materials.
- e. Review published curriculum and pathway maps for accuracy.

4. Faculty Position Requests and Recruitment

- a. Lead adjunct hiring process as outlined by Human Resources.
- b. Participate in initial adjunct review process as outlined in Article V.F.2.
- c. Prepare FT faculty position requests for discipline.
- d. Work with department chair on recruitment and selection of full-time faculty.
- e. Present case for FT hire directly at instructional prioritization meeting, if requested by lead or chair.
- f. Provide discipline specific initial orientation of new faculty (e.g., course outcomes, textbook materials, syllabus template, etc.)

## APPENDIX D – PROGRAM LEAD DUTIES AND RESPONSIBILITIES

1. Program lead duties include all of the discipline lead duties outlined in Appendix C. Program lead duties beyond those in Appendix C may include the following:
  - a. Advising or mentoring students in coordination with student services staff.
  - b. Program-specific facilitation of cooperative learning, internship, practicum, and clinical placement set up and maintenance.
  - c. Supporting program advisory boards.
  - d. Facilitating transfer and articulation agreements with other colleges and universities.
  - e. Leading program-specific accreditation processes.
  - f. Outreach and recruiting, including participating in information sessions and the development of program information materials.
  - g. Supporting students seeking employment.
  - h. Managing selective entry process.
  - i. Attending relevant program-specific events.
  - j. Developing resources by contributing to grant writing efforts or meeting with potential donors.
  - k. Developing new, related degree and certificate programs.
  - l. Additional duties specific to the needs of a program.



## APPENDIX E – DEPARTMENT CHAIR AND DISCIPLINE/PROGRAM LEAD REMUNERATION

### Department Chair Remuneration

Instructional Department Chairs shall receive reassignment time as remuneration for department chair duties and responsibilities (Appendix B) in the following amounts:

- Academic Foundations	3/9
- Arts, Humanities, and Languages	4/9
- Business, Education, and Law	4/9
- English, Film and Journalism	5/9
- Health and Wellness	4/9
- Mathematics	6/9
- Sciences and Engineering	5/9
- Social Sciences	6/9
- Technology	4/9

The standard expectation is that department chairs will teach at least one course per quarter during the academic year. This expectation may be waived if a department chair is also serving as the Instructional Council co-chair (with 1/9 reassignment time), or by approval from the VPI or designee.

The Health and Wellness and Sciences and Engineering department chairs will receive an additional seven (7) days of compensation (beyond the 174 contract). All remaining department chairs will receive five (5) additional days of compensation (beyond the 174 contract). These days will be paid at the pro-rata rate at the end of the academic year and shall include additional work days during the normal academic year, days worked during summer quarter and/or additional hours required to perform their duties during the standard work week.

### Discipline Lead Remuneration

Discipline Leads shall receive additional contract days as remuneration for discipline lead duties and responsibilities in the following amounts. These days will be paid at the end of the academic year.

Two (2) additional contract days:

- Accounting/Finance
- Business/Business Technology/Office Administration
- CIS/Cybersecurity
- Computer Science
- Developmental Education
- Drama
- Economics
- Education/Early Childhood Education

Two (2) additional contract days (continued):

- Engineering
- Film
- Geography
- Geology/Oceanography
- Humanities
- Interdisciplinary Studies
- Literature
- Massage Therapist
- Medical Assistant
- Parent Education
- Physical Education
- Physical Therapist Assistant
- Political Science
- Social Work
- Sociology
- Substance Use Disorder Professional/Behavioral Health
- Visual Communications

Four (4) additional contract days:

- Anthropology
- Chemistry
- Composition
- History
- Music
- Philosophy
- Physics/Physical Science/Astronomy

Six (6) additional contract days:

- Art
- Biology/Environmental Science/Nutrition
- Communication Studies
- ESOL
- Languages
- Math
- Psychology
- Transitional Learning

Disciplines not receiving remuneration include: Cooperative Education, Counselors, Criminal Justice, Dance, Ed Planning, Hospitality and Tourism Business Management, Journalism, Learning Contracts, Library, Nursing, Paralegal, and Software Development.

**Program Lead Remuneration**

Program Leads shall receive compensation as articulated in the recruitment for the lead position and as agreed upon between the faculty member to serve in the Program Lead role and the Vice President for Instruction.

Program Leads shall also receive two additional contract days as remuneration for discipline lead duties and responsibilities, as listed or excluded above.

## APPENDIX F – JUST CAUSE GUIDELINES

Just cause guidelines commonly used by arbitrators are as follows:

1. **Notice.** Did the Employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?
2. **Reasonableness.** Was the Employer's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?
3. **Investigation.** Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. **Fair Investigation.** Was the Employer's investigation conducted fairly and objectively?
5. **Proof.** At the investigation, was substantial evidence or proof obtained that the employee was "guilty as charged?"
6. **Equal Treatment.** Has the Employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?
7. **Penalty.** Was the degree of discipline administered by the Employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense, and (b) the record of the employee in her or his service with the Employer?