

AGREEMENT

by and between

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

and

WHATCOM COMMUNITY COLLEGE
FEDERATION OF TEACHERS

December 14, 2015 through August 31, 2018

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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 clarification shall be referred to the Public Employment Relations Commission (PERC) in accordance with its rules and regulations and applicable statutes.

Section D. Notice of Non-Discrimination - Whatcom Community College does not discriminate on the basis of race, color, national origin, religion, gender, disability, sexual orientation, or age in its programs and activities. The following person has been designated to handle inquiries regarding the non-discrimination policies: Director for Human Resources, 237 W. Kellogg Road, Bellingham, WA 98226, (360) 383-3400. For Title IX compliance, contact: Vice President for Educational Services, 237 W. Kellogg Road, Bellingham, WA 98226, (360) 383-3075. WCC publications are available in alternate formats upon request by contacting the Disability Support Services Office at (360) 383-3080; VP (360) 676-0001.

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 this Agreement will be applied equally to all bargaining unit members consistent with its terms.

Section E. Copies of this Agreement will be produced at the expense of the District within thirty (30) days after the Agreement and/or amendments to it are ratified and a copy shall be presented to each Faculty Member now employed or hereafter employed by the District with their initial contract for each academic year. Thirty (30) additional copies shall be made available to the Union without charge.

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. Secretarial Privileges. The Union shall have access to College secretarial services when such service does 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, 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 Chief Negotiator. In recognition of the responsibility of the Federation in governance matters, the work schedule for the president and chief negotiator 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 his/her term as president.

1. The WCCFT will be allocated up to 5 credits annually of reassigned time for the Union President.
2. The WCCFT may be allowed to purchase 5 additional credits annually of reassigned time for any executive committee officer.
 - a. The additional reassigned time may be allowed if it is requested by the WCCFT by June 30th of the preceding year, and after approval of the candidate's schedule by the Vice President for Instruction.

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 any 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.

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- and a 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. Divisional and Departmental Structure: Beginning Fall 2010, following is the configuration of departments and programs within the academic divisions. All future decisions pertaining to divisional, departmental and program alignment shall include consultation with the appropriate division and department chairs and affected faculty.

Division I - Academic Resources and Health Professions

Academic Skills & Resources Department

Adult Basic Education	Developmental Education
English as a Second Language	High School Completion
Human Development	Library
Educational Planning	Counseling
Reading & Study Skills	

Health Professions Department

Health	Medical Assisting
Massage Therapy	Nursing
Physical Therapist Assistant	

Division II - Arts and Humanities

1. Visual and Performing Arts Department

Art	Art – Graphics
Drama	Music
Interdisciplinary Studies	Humanities

2. English Composition and Literature Department

English (Composition and Literature)	Journalism
Film	

3. World Languages Department

American Sign Language	English as a Second Language - Academic
French	German
Japanese	Spanish

Division III - Sciences, Technology, Engineering and Mathematics

1. Sciences Department
Chemistry
Geology/Oceanography
Pre-Engineering
Biology/Environmental Science/ Nutrition
Physical Education
Physics /Physical Science/ Astronomy
2. Mathematics Department
3. Technology Department
Computer Information Systems
Computer Science

Division IV - Social Sciences and Business

1. Social Sciences Department
Anthropology
Cooperative Learning
Economic
Geography
Learning Contracts
Philosophy
Psychology
Communication Studies
Early Childhood Education
Education
History
Parent Education
Political Science
Sociology
2. Business and Law Department
Administration of Justice
Business Information Systems
Criminal Justice
Business Administration

Accounting
Office Administration
Paralegal Studies

Section D. Notice of Vacancy. Academic and administrative vacancies of two-thirds (2/3) or more per quarter shall be posted on designated bulletin boards and published in appropriate College publications. 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 Personnel. No individual shall be hired for a full-time or pro-rata position for more than one quarter without evaluation from a selection committee. Such committees shall consist of the appropriate administrator (division chair if available), at least two subject area specialists appointed by the department, the academic or service department chair. The Selection 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 nominated for employment meet all qualifications established by law and the District for the type of position for which the nomination 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.

Section G. Selection of Division Chair.

1. Candidates for Division Chair are sought in three phases (with a good-faith effort not to go beyond Phase 1).

Phase 1: From within the division

Phase 2: From within the college

Phase 3: From outside the college

When a division chair position becomes vacant, Human Resources, in consultation with instructional administration and union leadership, will develop a timeline for conducting the contractual process for appointing a replacement.

Phase 1. Selection from within the division

- a. Nominations for faculty members within the division are submitted to the Human Resources Office.
- b. Each nominee will verify a willingness to serve.
- c. Any nominee that is unwilling to serve will be removed from the list of candidates.
- d. Each nominee that indicates a willingness to serve will fill out an application form.
- e. The applications forms will be available for any faculty member in the division to view.
- f. A list of all candidates is posted by established dates.
- g. A second call for candidates is made with the posting of the first list.
- h. New nominations must be in and verified by established dates.
- i. The total list of candidates is then posted and ballots distributed.
- j. Voting is by “approval voting.” Each faculty member indicates whether they approve or disapprove each candidate. The three candidates with the highest approval over 50% of ballots cast will be submitted to the Vice President of Instruction.
- k. If only 2 candidates get more than 50% approval, then those two candidates will be submitted to the Vice President for Instruction
1. If only one candidate gets over 50% approval of the ballots cast, then a second election is held in the same manner with the same candidates by established dates.

- m. If the second vote fails to yield at least two candidates then candidates from outside the division are considered.

Phase 2. Selection from within the college

- a. Nominations for faculty members within the college are submitted to the Human Resources Office.
- b. Each nominee will verify a willingness to serve.
- c. Any nominee that is unwilling to serve will be removed from the list of candidates.
- d. Each nominee that indicates a willingness to serve will fill out an application form.
- e. The applications forms will be available for any faculty member in the division to view.
- f. A list of all candidates is posted by established dates.
- g. The list of candidates is then posted and ballots distributed.
- h. Voting is by “approval voting.” Each faculty member indicates whether they approve of disapprove of each candidate.
- i. The three candidates with the highest approval over 50% of ballots cast will be submitted to the Vice President of Instruction.
- j. If only 2 candidates get more than 50% approval then those two candidates will be submitted to the Vice President for Instruction
- k. If the vote fails to yield at least two candidates then a second election is held in the same manner with the same candidates by established dates.
- l. If this second vote fails to yield at least two candidates and the Vice -President for Instruction wants more options then candidates from outside the college can be considered.

Phase 3. Selection from outside the college

Selection of a Division Chair from outside of the college will follow the college’s standard exempt hiring process.

- 2. Selection of Division Chairs by Vice President for Instruction
 - a. If the division submits three names for consideration, the Vice-President for Instruction shall inform the division of his/her selection within two weeks. The Vice President may interview some or all of the candidates and may consult with other members of the college administration in formulating a decision.
 - b. If the division submits two names for consideration, the Vice-President for Instruction shall inform the division of his/her decision to select from among the candidates or not within a week. If the Vice-President chooses to select a division chair from among the two names submitted, he/she will make a selection within ten days after notification and inform the division of the choice.

3. Maintenance of Voting Records: Records of divisional voting shall be kept by Human Resources for a minimum of 4 years from the date of the vote count.

Section H. Selection of Administrative Personnel. The Employer shall involve Faculty Members in the development of criteria for choosing 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 prior to the recruitment of such personnel and shall include Faculty Members selected by their peers on selection committees for these positions.

Section I. 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 Members shall have the opportunity to participate in the selection of courses they will teach. Every effort will be made to assign Faculty Members courses for which they have the greatest expertise.
3. Annual Academic Calendar
 - a. There will be a union executive committee member on the committee that develops the annual academic calendar.

Section J. Class Cancellation. 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 classes in certificate or degree programs based on the following factors. Recognizing that a balanced, in-depth, convenient schedule of offerings should be maintained, strong consideration will be given to the continuation of:

1. required course
2. sequential courses
3. infrequently offered courses
4. a distribution of classes from each area in the morning, afternoon and evening

Prior to discontinuing any class the appropriate Administrator shall consult with the appropriate Department Chair regarding the department recommendations. The Department Chair shall immediately notify the Faculty Member of the determination. Only under unusual circumstances will a class be discontinued after the third (3rd) regularly scheduled session.

Section K. Contracts.

1. Each adjunct faculty member shall be issued an individual contract prior to the beginning of each quarterly teaching or major support assignment. These positions are not eligible for tenure.
2. Individual contracts may make assignments conditional upon student enrollment.

Section L. 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 location(s) of the assignment(s);
3. The number of contact hours/hours on the job assigned (adjunct);
4. The total annual or quarterly salary as appropriate;

5. The beginning and ending dates of the assignment period;
6. The type of appointment held by the employee [full-time (special funded or probationary) or adjunct or pro-rata];
7. The date and method of payment.

Section M. Adjunct Contracts

1. Adjunct faculty may be given either quarterly or academic year contracts.
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.

Section N. 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 O. 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 (Library/Counseling faculty) 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 and reading lists for each course taught and update annually
 - 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 division, departmental and discipline level service. Examples of college and community activities include:
 - i. Membership on college, divisional 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: Faculty are expected to maintain currency in their academic disciplines, including professional activities to expand their knowledge of content and their effectiveness in the delivery of instruction. Activities that constitute professional development include:
 - 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
 - d. Full-time Faculty Professional Plan: Each year, full-time faculty will complete a professional plan addressing expectations for teaching load, teaching schedule and professional presence, college service, and professional development activities. This professional plan, and progress towards the previous year's goals, will be reviewed during an annual meeting with the appropriate division chair. Division Chairs will submit a summary report to the Vice President for Instruction. The annual professional plan will provide one element of documentation in faculty applications for tenure and promotion.
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 expectations for faculty's fulfillment of their responsibilities:
 - Teaching/Instructional Support: 80% of a faculty's workload (see Article V, Section C.1)
 - College/Community Service: 10% of a faculty's workload
 - Professional Development: 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 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.
 - c. Full-time faculty are expected to maintain a substantial level of contribution to the campus community. Faculty are expected to maintain a sufficient presence on campus during the work week to ensure professional availability to students, colleagues, staff, and administrators and to fulfill their college service obligations.
 - d. Each full-time Faculty Member shall maintain office hours for student consultation at times and places convenient to students.

- i. Faculty shall be available during the work week to confer with students about their course work and related subjects. Availability shall include regular hours of presence in office and may include (but is not limited to) the following means of communication: before and after class conferences; email; telephone; and written notes.
 - ii. Faculty shall submit information at the beginning of each quarter to their Division Coordinator about their regular availability to consult with students; faculty availability shall include their regular hours of presence in their office
 - iii. Faculty shall respond to students' questions, concerns and/or requests for consultation in a timely and respectful manner.
- e. The appropriate Administrator has the right to require reasonable substantiation of performance of these expectations.

Section B. Full-time Faculty: Tenure and Promotion System. The process of earning tenure and promotions was developed to promote academic and professional growth. Changes in a faculty's rank will reflect a demonstrated history of continual successful development in the areas of teaching effectiveness, college and community service, and professional development. When eligible, faculty may submit their tenure or promotion portfolio materials to the Professional Advisory Committee (PAC) for review and recommendation. PAC shall evaluate faculty portfolios by the criteria in Article V, Section B (3) and forward recommendations to the President of the College. For promotions effective the following Fall quarter, faculty must submit the Portfolio by January 15th. A recommendation will be made by the PAC by April 15th and subsequently the President no later than last week of spring quarter.

1. Professional Advisory Committee (PAC).

- a. Committee Charge: The professional advisory committee shall be responsible for reviewing and formulating recommendations on faculty applications for promotion. PAC shall also provide oversight for the tenure process and for individual tenure cases. PAC shall review materials pertaining to tenure cases—e.g., data on student evaluations, 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 CAC. PAC is also responsible for the development and annual revision of the Tenure and Promotion Handbook for faculty applicants and subcommittees.
- b. Committee Membership: The Professional Advisory Committee shall consist of one (1) faculty member from each division, one (1) faculty member at-large, one (1) instructional administrator and one (1) division chair. The division chair

selected shall be mutually agreed upon by the executive committee of the union and the College's administrators.

2. Tenure Process:

- a. Rules and regulations governing the tenure process are detailed in Article XVI of this agreement.
- b. Timeline: Each year, by the end of fall quarter, the President's office shall issue a tenure timeline identifying state and college contractual deadlines and distribute to tenure sub-committees and the Professional Advisory Committee (PAC).

3. Promotion Portfolio: Faculty promotion portfolios have three related purposes that will serve as the basis for evaluation and recommendation for promotion: (a) to document the professional growth of a faculty member; (b) to assist each faculty in the process of professional assessment; and (c) to demonstrate accomplishments and effectiveness to the PAC and President for potential promotion.

- a. Promotion Portfolio Criteria: Criteria for promotion are similar to those used in the evaluation of probationary faculty. Further details and examples of these criteria are provided in the Tenure and Promotion Handbook.
 - i. Teaching Effectiveness/Professional Effectiveness in Instructional Support: Teaching/Professional effectiveness is of primary importance and shall constitute the major portion of the evaluation for promotion. For teaching faculty, examples of evidence will include demonstrated expertise in subject matter, student and peer evaluations, quality of syllabi, instructional materials and assessment materials. For non-teaching faculty, evidence will include indicators of quality of work in support of instruction. For counseling faculty examples of evidence will include knowledge and skill in counseling techniques and strategies, knowledge of appropriate information and referral resources, and ability to relate to students and to assess student needs. For library faculty examples of evidence will include knowledge of the collection and reference tools, quality of assistance of students, and contributions to collection development.
 - ii. College and Community Service: Promotion applicants shall demonstrate a history of significant participation in college, department and discipline service. Activities that have a positive impact on the success of the College constitute significant participation. Examples include club advising, accreditation work, service on college committees that have regular and frequent meetings, and professional representation on community organizations.
 - iii. Professional Development: Promotion applicants should demonstrate the continued development of Effectiveness in scholarship and professional growth. Activities that constitute development include taking additional graduate-level course work, participating in research and publishing,

attending professional conferences, maintaining certifications and participation in College in-services.

- b. Elements of the Promotion Portfolio: Using the Tenure and Promotion Handbook as a guide, faculty should include the following elements in the portfolio submitted to the PAC:
 - i. Self Evaluation/ Reflective Narrative: A written narrative that applies the three evaluation criteria to evidence and documentation of accomplishments of the period of review. The narrative will offer insights into the faculty member's growth and create a cogent argument for promotion.
 - ii. Faculty Professional Plans: These plans, and progress towards the previous year's goals, will be reviewed during an annual meeting with the appropriate division chair. These plans should demonstrate thoughtful and consistent goals in the areas of teaching, professional growth and college/community service.
 - iii. Evidence and Documentation: Support for the arguments made in the reflective narrative and demonstrated goal attainment in the faculty development plans.
 - c. Scope of Service: Probationary faculty, especially those new to the college and in their first year of teaching, are encouraged to limit their assignments in departmental, divisional and college service. Their primary responsibility, especially in their first year, is to learn the curriculum and concentrate on their teaching. Beginning in their second year, they are expected to broaden their service and demonstrate their commitment to departmental, divisional and college service. Faculty applying for associate and full professor will be expected to demonstrate their commitment to college service and their leadership in various college enterprises related to the Portfolio Criteria.
 - d. Promotion Eligibility: The following years of service are the standard benchmarks for eligibility to submit a promotion portfolio to the PAC:
 - i. Request for promotion to Assistant Professor: See Article XVI
 - ii. Request for promotion to Associate Professor: After 3-years of Assistant Professor rank.
 - iii. Request for promotion to Professor: After 5-years at Associate Professor.
4. Tenure and Promotion Out of Cycle: The tenure and promotion cycles and periods of eligibility shall be adjusted for full-time faculty who are hired in Winter or Spring terms. Their tenure and promotion cycle will begin the fall term after their initial hire. After they are awarded tenure or promotion, salary increases and other benefits shall be retroactive

for one term for faculty hired in the spring term and for two terms for faculty hired in the winter term.

5. Appeal Process: 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 PAC or the President, whoever denied promotion. 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.

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 170 (174) day contract or equivalent. Effective Fall 2011, a minimum of 4 contract days shall be added and set aside (see implementation plan in MOU addressing the 4 days beyond 170) as faculty planning/work days. 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 support load shall consist of a thirty-five (35) hour workweek (WW) or a teaching load of eleven (11), ten (10), fifteen (15), or twelve (12) credits per quarter as indicated below for the seven (7) categories. 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 95% and 100% which constitutes fulfillment of the teaching/instructional part of their faculty workload (See Article V, Section A.2). 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 170 (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 and is applicable to WW faculty hired after June 10, 1997. The 35 WW-PLUS faculty member will be paid the full-time 35 WW rate for the 170 (174)-day contract plus a pro-rata rate for the PLUS portion of their employment contract. The total will be annualized and paid over the length of the contract.

<u>Assignments</u>	<u>Full time Workload</u>	<u>Per credit fraction of full teaching load</u>	
		<u>Quarterly</u>	<u>Annual</u>
A. <u>Lecture Courses</u>	15 Credits per quarter	1/15	1/45
<u>Exceptions to lecture courses</u>			
B. Support Faculty	35 Hours per week (WW)		
C. Contract Instruction Consulting Services Mediated Instructional System Facilitation* Associate Lab Faculty**	35 (WW)		
D. P.E. Preschool Facilitation	<u>11 lab cr/quarter</u>	<u>1/11</u>	<u>1/33</u>
E. Non-MISF Lab Instruction*** Telecourses****	<u>10 lab cr/quarter</u>	<u>1/10</u>	<u>1/30</u>
F. Composition courses enrolling at 19 or more; Team Teaching*****	<u>12 cr/quarter</u>	<u>1/12</u>	<u>1/36</u>
G. Instructional Lab ^{6*}	See section 12a	section 12b	section 12c

* 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.

** 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.

*** Laboratory instruction wherein coursework is only partially packaged or which relies on lab manuals. Faculty are required to do some curriculum development/revision, diagnosis, planning, evaluation, and outside consultation. In addition, either student attendance is not required at a specific time or the ratio of student class time to student credits earned is greater than one to one. In courses that include lecture/discussion and lab components, the lecture/discussion portion will be contracted in category F. The person responsible for program coordination in labs other than the one in which they are assigned will be granted a minimum of two (2) hours reduction in contact hours.

**** Applies to telecourses which do not require, beyond the norm, curriculum development or faculty/student interaction (including evaluation).

***** Composition Courses have as their primary content the teaching and practice of writing. Team taught courses consist of all team taught contact hours or team taught and individually taught contact hours in a proportion agreed upon by the appropriate Administrator. Team taught contact hours are defined as hours in which two or more faculty operate simultaneously with an assigned group of students to integrate and/or add depth to subject matter or to work with a set group.

6* 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 1 credit for two hours of class time per week. The curriculum committee will keep posted on the staff website a current list of instructional lab courses.

2. 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 of a load for advising on an annual basis.
3. A Faculty Member's schedule shall be established on the basis of student needs and efficiency of program scheduling. Schedules beyond an eight-hour time span shall require mutual agreement between the Faculty Member and appropriate Vice President, Dean or Associate Dean.
4. 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.
5. When rules and regulations of state and other agencies dictate basic teaching loads, Faculty Member teaching loads shall be assigned accordingly.
6. In considering a reduction of load and/or determining the existence of an overload, 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 35-hour workweek for support faculty)
 - h. Assignments scheduled beyond the eight-hour span
 - i. Specialized services by the instructor
7. The Faculty member shall present any request for a reduction of load or determination of an overload in a meeting with the appropriate Administrator. A Union representative may be present at this meeting if so desired by the Faculty Member.
 8. The appropriate Administrator shall make a decision concerning a reduction of load or determination of an overload within five (5) calendar days of the Faculty Member's presentation unless an extension of the time limit is agreed to.
 9. Underload will be made up Winter or Spring Quarter as appropriate. Faculty Members will submit suggestions as to the best use of their time to their department for consideration. The division chair shall submit the recommendations to the appropriate Vice President, Dean, or Associate Dean for final determination.
 10. A Faculty Member has the right to refuse a PLUS contract or an overload. When a Faculty Member agrees to an overload which exceeds 100% of the annual workload, he or she may be paid the excess beyond 100% of annual workload at the adjunct faculty rate or may be paid pro-rata beyond 100% of annual workload as mutually agreed by the faculty member and the appropriate Vice President, Dean, or Associate Dean.
 11. Instructional Lab-Rate Adjustment.
 - a. Full time work load for Instructional labs is 10 credits per quarter in 2013-2014,
9.68 credits per quarter in 2014-2015,
9.375 credits per quarter in 2015-2016
9.09 credits per quarter in 2016-2017
 - b. Fraction of quarterly load for one Instructional lab is 1/10 (.1) in 2013-2014,
.1033 in 2014-2015,
.1067 in 2015-2016
.1100 in 2016-2017
 - c. Fraction of annual load for one Instructional lab is 1/30 (.033) in 2013-2014,
.034 in 2014-2015,
.036 in 2015-2016
.037 in 2016-2017
 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/q 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 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.

13. Class size

- a. The College recognizes that class size is a critical component in providing quality education and maintaining standards of excellence, thus agrees that class capacities shall not exceed 35 seats.
- b. A request to reduce a class capacity shall be made in consultation with the impacted faculty and forwarded to the curriculum committee. The curriculum committee will review and forward recommendations for reduced class capacities to the Vice President for Instruction for approval. The curriculum committee will keep posted on the staff website a current list of courses that have approved class caps of fewer than 35. .

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 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 5% off 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 three or more years shall be mutually agreed upon between the administration and the Union.

Section E. Adjunct Faculty: Responsibilities and Expectations. The professional duties defined in this section identify the responsibilities and expectation for adjunct faculty. All faculty members who do not meet the definition of full-time faculty shall be considered adjunct faculty members. 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 detailed elsewhere in this Agreement.

The following are general responsibilities for Adjunct faculty members:

1. Teaching effectiveness or providing instructional support (Library/Counseling faculty) shall constitute the primary duties for all adjunct faculty. These duties shall be of primary importance and constitute the major portion of the instruction faculty's responsibilities.

Examples of faculty responsibilities include:

- a. Develop, prepare, and teach college-approved courses in accordance with approved course outcomes and class schedules.
- b. Student assessment and course outcomes assessment (as required in the 5 year review cycle)
- c. Participate in the selection of course materials
- d. Develop syllabi and reading lists for each course taught and update quarterly
- e. Adjunct faculty shall respond to students' questions, concerns and/or requests for consultation in a timely and respectful manner.

The appropriate administrator has the right to require reasonable substantiation of performance of these expectations.

Section F - 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. The degree of online delivery for a hybrid class is calculated as the percent (20-80%) of traditional classroom delivery displaced by this modality.

2. Faculty Workload

- a. For faculty teaching online courses that are both offered and hosted by Whatcom Community College, credits taught will be included when calculating their teaching load.
- b. For faculty teaching online courses that are offered but not hosted by Whatcom Community College, credits taught will not be included when calculating their teaching load.
- c. To ensure a sufficient presence on campus, unless authorized by the Vice President for Instruction, full-time faculty will routinely teach a minimum of 1/3 of their teaching load as face-to-face classes. Additional online classes will be treated as overload.

3. 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.
4. College Participation / Engagement
- a. Full-time faculty who teach online courses are expected to be professionally available to students, colleagues, staff, and administrators (on campus and virtually) comparable to peers teaching a traditional classes.
 - b. A full-time faculty member's presence on campus may be reduced by the online percent of their load, not to exceed 50%.
 - c. Full-time faculty teaching online are expected maintain a substantial level of contribution to the campus community – they must continue to meet all college governance/service obligations and maintain face-to-face office hours on campus.
5. 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 objectives as their face-to-face counterparts.
 - c. Online and Hybrid classes will be evaluated in the same manner as face-to-face courses.
6. Enrollment Expectations
- a. An online class will generally be expected to limit enrollment to 30 students.
 - b. In some cases, where greater interactivity is required, a lower class cap may be determined.

Section G. 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 H. Division Chair Duties

- 1. In accordance with provisions in the Negotiated Agreement, division chairs shall be primarily responsible for management of divisional operations and supervision of faculty and staff; for representing faculty and disciplines on development and implementation of

administrative policy and procedure; and in the formulation and implementation of college initiatives. In discharging their responsibilities, division chairs shall consult regularly with division faculty, and shall serve as a conduit of information between faculty and administration. The following specific duties, related to divisional operations and supervision, division chairs shall accomplish in collaboration with department chairs:

- a. General supervision of divisional operations and management.
 - b. Compilation of the schedule of classes for departments.
 - c. Assimilation, allocation and monitoring of budgets.
 - d. Lead hiring process for FT faculty, including prioritizing faculty position requests, serving on all faculty search committees, and preparing documents and recommendations.
 - e. Prepare evaluations for all FT faculty, including annual evaluation process and tenure process.
 - f. Hiring, orientation, assignment and evaluation for adjunct faculty; leads college discussion in hiring of FT faculty.
 - g. Lead curriculum development.
 - h. Collaborate with Educational Services in student services planning and programs.
 - i. Report on divisional activities and needs.
 - j. Receive, hear and respond to student complaints.
 - k. Collaborate with Administrative Services in facility planning and decisions. This includes participation in office space problem solving and decision making.
 - l. Responsible for conducting appeal.
2. Division Chairs will report directly to the Vice President of Instruction.
 3. Division Chairs shall be granted two thirds release time from teaching duties from the maximum workload. The remaining third will be teaching or an assignment of equivalent responsibilities.
 - a. An additional 40 days (beyond the 170 (174) contract) will be assigned by the Vice President for Instruction and be paid for at the pro-rata rate. These days 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.

- b. Adjunct faculty or candidates from outside the college that are selected as division chair will be placed on the full-time salary scale and paid at the pro-rata rate. In accordance with Article VI, Section D.3, adjunct faculty serving as division chairs will also earn 40 teaching credits per academic year as chair, applied toward pay step increases.
4. The term of service is normally 4 years with potential re-election.
5. The standard expectation is a Division chair selected from within the WCC faculty will teach one class per quarter.
6. Normal faculty service on college advisory committees is not required. Division Chair appointments to committees shall be made jointly by the Vice President of Instruction and the Union.
7. Division Chairs who are tenured or tenure track faculty will maintain their standing on the RIF list and tenure status.
8. Division Chairs that were full time faculty retain the right to return to full time teaching faculty status.

Section I. Department Chair Duties.

1. Department Chairs shall be granted a minimum of one third release time from teaching in one quarter. English, Mathematics and Social Sciences Department chairs shall be granted a minimum of one third release time from teaching in two quarters.
2. Department chairs report directly to the division chair.
3. Responsible for providing assistance to division chairs by managing operational functions at the departmental level. The following are specific duties to be accomplished in collaboration with discipline faculty:
 - a. Lead recruitment, hiring processes and provide orientation for new adjunct faculty.
 - b. Assignment of adjunct faculty in scheduling.
 - c. Prepare departmental budget requests and track budgets.
 - d. Develop departmental schedule and review.
 - e. Prepare FT faculty position requests for department and work with division chairs on recruitment and selection of FT faculty.
 - f. Lead disciplinary curriculum development.
 - g. Lead in providing materials for accreditation reviews.
 - h. Receive and respond to student complaints related to instruction.

- i. Communicate with discipline faculty.
 - j. Provide orientation for new FT faculty.
4. Department Chairs' contracts will include an additional 2 days (beyond the 174 contract) and be paid for at the pro-rata rate. These days 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.
 5. The length of service is two-years with possible reappointment.

Section J. Discipline Lead Duties.

1. Departments with disciplines that do not have program coordinators may choose to use discipline leads. Service as discipline lead shall count towards faculty member service to the college, 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 at the same rate as program coordinators.
2. Discipline lead duties may include the following:
 - a. Develop and submit discipline annual and quarterly course schedules.
 - b. Recommend to department chair the assignment of adjunct faculty in scheduling.
 - c. Recommend to department chair the adjunct faculty for hiring.
 - d. Provide for discipline specific initial orientation of new faculty as pertains to teaching discipline classes.
 - e. Ensure orders for books and instructional materials are submitted to bookstore.
 - f. Coordinate disciplinary curriculum development.
 - g. Coordinate Discipline Improvement Program review as scheduled.
 - h. Prepare discipline budget requests and manage discipline budget.
 - i. Review and submit college catalog materials for discipline
 - k. Peer mentor adjuncts within the discipline.
3. These duties should be accomplished in collaboration with discipline faculty, and may be shared as agreed within the discipline.

Section K. Adjunct Faculty.

1. All Faculty Members who do not meet the definition of full-time faculty shall be considered Adjunct Faculty Members. Pro-rata Faculty Members shall be considered as Adjunct Faculty.
 - 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.
2. Workload for adjunct instructional faculty with teaching assignments shall consist of instruction, course preparation, course evaluation, student evaluation, student conferences and normal curriculum development as appropriate to assigned courses.
 - a. Adjunct faculty may teach up to 45 credits or equivalent for the academic year. Additional teaching and/or coordination assignments must be mutually agreed upon by the employee, Division Chair and administration.
3. Workload for adjunct faculty with WW assignments shall consist of the contracted WW hours.

Section L. Exclusions.

1. Non-credit community service offerings shall be excluded from the provisions of this Article except for the review process provided for in Article V, Section E.3.a.
2. Washington On-Line (WAOL) Courses shall be excluded from the provisions of this Article except for the review process provided for in Article V, Section E.3.a.

ARTICLE VI – COMPENSATION

Section A. Application of Salary Schedules and Advancements.

1. Full-time faculty and pro-rata faculty who have met the qualifications for advancement will receive the appropriate promotion and salary advancement effective July 1. Adjunct faculty who have met requirements for advancement as provided in this Article, Section D.3 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 and Division Chairs working more than 170 (174) days (Section V.C.1.), full-time faculty salaries shall be paid in 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.

Section B. Compensation for Full-time Faculty.

1. Initial Placement
 - a. Except as otherwise noted effective Fall Quarter 2011 the following base salary shall apply to all full-time faculty at initial placement:

<u>Degree</u>	<u>Salary</u>
<u>Pre-Masters</u>	<u>\$40,000.00</u>
<u>Masters</u>	<u>\$44,000.00</u>
<u>Two or more Masters</u>	<u>\$46,000.00</u>
<u>Doctorate</u>	<u>\$48,000.00</u>

- b. For initial placement each full-time faculty member will have \$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.
 - c. Premium Pay: Where employment market demands dictate consistently higher starting salaries for faculty in a specific discipline, and/or where the college has a demonstrated an inability to attract qualified candidates for a position, the college may offer, or negotiate with candidates for, a starting salary greater than that prescribed by the full-time faculty initial salary placement formula Such exceptions shall only be made after consultation with the faculty union.
 - 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.

2. Turnover dollars: All turnover dollars will be put into faculty salaries as increments. The annual turnover dollars calculation will be verified by CAC.
 - a. FT Faculty Turnover Savings Definition and Calculation: Turnover savings are defined as the ongoing (permanent) difference between the compensation level of a faculty employee who is no longer employed and the compensation level of the faculty replacement. When a FT faculty member is hired to fill a previously vacated FT faculty position there is a potential for turnover savings. To calculate the turnover savings for each FT position replaced do the following calculations
 - i. Calculate the salary and variable-cost benefits of the outgoing faculty member.
 - ii. Calculate the salary and variable-cost benefits of the incoming faculty member.
 - iii. Subtract the result of ii, from the result of i.
 - iv. The total turnover savings for the year is the net sum of the turnover savings for all replacement positions.
 - v. In the event that the total net sum of the turnover saving is negative then the total turnover savings is set to zero.
 - b. Determination of Replacement Pairings: For the purposes of the turnover savings calculation only, the incoming faculty will be paired with vacated positions as follows.
 - i. When possible incoming faculty are paired with vacated positions of the same discipline.
 - ii. In a case where more than one discipline faculty is hired in a replacement discipline then the lower of the incoming salary and benefits is used for the purpose of turnover calculation.
 - iii. In cases where replacements are not discipline for discipline, the lowest salaries and benefits shall be used for the purpose of turnover calculation.
 - iv. If the total number of new hires brings the total number of faculty to less than the historical maximum number of FT faculty then the unfilled positions will be carried forward as vacated positions in the next year's turnover savings calculation.
 - v. If the total number of new hires brings the total number of faculty to more than the historical maximum number of FT faculty, then the historical maximum number of FT faculty is adjusted to the new total number of faculty for subsequent year's calculations.
3. Increment dollars: Full-time faculty increment dollars appropriated by the legislature and/or available from turnover shall be put into faculty salaries in a manner that is to be determined by negotiations in the spring prior to their dispersal.
4. Cost of Living Adjustment (COLA): The purpose of this section is to give a mechanism for keeping the incoming salary schedule as high as possible (for recruitment purposes) while ensuring that the scale does not rise faster than current salaries. In the spring quarter of each year the incoming scale will be adjusted upward (effective the following fall quarter) based on the following:

- a. The average COLA received by returning full-time faculty.
 - b. The average amount gained by full-time faculty from any raise, beyond allocated increments that applies to all returning full-time faculty (this includes turnover dollars).
 - c. COLA shall be calculated after increments and promotional raises are applied.
 - d. Full-time faculty will decide if the COLA is to be distributed as a percent increase or a flat increase.
 - e. The total COLA is calculated for all full-time faculty but is distributed to only the returning full-time faculty.
5. Faculty Promotions: See Tenure, Promotion and other Salary Advancements in Article VI, Section C.
 6. Salary increases are subject to available funding and local negotiations.

Section C. Tenure, Promotion and other Salary Advancements

1. Tenure and Promotions: Tenure and promotion advancements shall be funded by non-state allocated dollars. Implementation of this section shall commence fall 2011. Faculty eligible for tenure or promotion during the 2010-2011 academic year shall earn salary advances based off the promotion system in the previous contract.
 - a. Assistant Professor: The annual salary of a faculty member will increase \$1000.00 upon award of tenure to Assistant Professor the following instructional year.
 - b. Associate Professor: The annual salary of faculty members will increase \$1000.00 upon award of promotion to Associate Professor the following instructional year. Faculty hired before Fall 2011, and who have already earned tenure, shall earn a \$1500.00 increase upon award of promotion to Associate Professor the following instructional year.
 - c. Professor: The annual salary of faculty members will increase \$2000.00 upon award of promotion to Professor the following instructional year.
2. Faculty Educational Workshops: The College will offer workshops for faculty, primarily designed and led by faculty experts, 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 will be offered during opening week, on professional development day during winter quarter, and during the academic year. For completion of each of the first four (4) workshops, full-time faculty hired on or before September 2010 will earn a permanent annual base salary increase of \$1000. Faculty hired after September 2010 will earn a permanent annual base salary increase of \$500.00 upon completion of each of the first four (4) workshops. Faculty are limited to one workshop advancement per year, unless otherwise negotiated for that year. If

a faculty member completes more than one workshop in a year the additional workshop(s) will be considered banked for future advances. If mutually agreed upon between administration and the union, all full-time faculty may be able to complete additional workshops and be compensated at \$1000 earned towards a permanent annual base salary increase. All salary increases from workshops take effect in the fall quarter of the following academic year.

3. Additional Degree Earned after Initial Placement: Full-time faculty at Whatcom Community College who earn advance 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.

<u>Degree</u>	<u>Salary Adjustment</u>
First Masters	\$4,000
Each Additional Masters	\$2,000
Doctorate	\$4,000

Section D. Compensation for Adjunct Faculty

The Adjunct Pay Scale

- a. Adjunct faculty pay scales can be referenced in Appendix B.
 - b. The pay rate for each course is determined by the "Adjunct pay scale." The row to use is determined by the placement and advancement of the faculty member (as described in Article VI Section D.1 and Article VI Section D.2). The column to use is determined by the type of course (as described in Article VI Section C).
 - c. The numbers in the "35 HR WW" column are dollars per hour. The numbers in all other columns are dollars per credit.
 - d. State approved and state funded cost of living adjustments (COLA) will be added to the scale.
 - e. The per credit pay for instructional labs is based on the following calculations. In the 2013-2014 academic year use the "Lab 10cr/q" column. In the 2014-2015 academic year use 1.55 times the "Lecture 15 cr/q" column. In the 2015-2016 academic year use 1.6 times the "Lecture 15 cr/q" column. In the 2016-2017 academic year use 1.65 times the "Lecture 15 cr/q" column.
1. Initial Placement
 - a. New adjunct faculty shall be initially placed at Step B.
 - b. New full-time faculty will be automatically placed on both the full and the adjunct salary schedules when they are hired.
 2. Advancement
 - a. An adjunct faculty member advances to the next step on the salary scheduled after working/teaching the equivalent of 40 credits based on a 15 credits per quarter workload

- and successful completion of one Faculty Education Workshop (see Article VI Section C2). Any step advancement on the salary schedule prior to 2020-21 is limited to funds provided for that purpose by the state legislature.
- i. Credits taught that contribute to a step increase begin in 2015-16.
 - ii. Adjunct faculty participating in Faculty Education Workshops that contribute to a step increase can begin to be earned in 2016-17. Adjunct faculty seat time in Faculty Education Workshops will be paid in 2016-17, 2017-18 and 2018-19.
 - iii. Maximum of one advancement step per year, beginning 2020-2021.
 - b. When an adjunct faculty member earns a step increase, that faculty member's total number of credit equivalents is reduced by 40 and the total number of earned Faculty Education Workshops is reduced by one. Any remaining credits and/or Faculty Education Workshops carry forward.
 - c. Step advancements earned in any academic year are realized in the fall of the next academic year.
3. 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, office hours, service on college committees, curriculum or program development, course coordination, substitution for another instructor.
 4. Adjunct faculty shall return contracts for quarterly assignments within ten (10) College business days from date of issue. The Faculty Member shall be responsible for any required verification of experience and advanced degrees within thirty (30) calendar days from the start date of the quarter.
 5. Adjunct faculty requested by the appropriate Vice President, Division Chair, Dean or Associate Dean to teach a class, when student enrollment is not of a minimum class size, may be paid a proportion of the regular class pay based on multiplying the regular class pay by either the number of students/15 or by 8/15, whichever is greater.
 6. In the event an adjunct faculty member's course is cancelled, or in the event an adjunct faculty member is "bumped" within one week of the start of the course (before or after), the adjunct faculty member will receive \$125 per course plus payment for any class taught at rate commensurate with the faculty member's individual contract.
 7. All program 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 years of experience.
 8. All program coordination administered by a full-time faculty during the summer will be paid at the individual's pro-rata rate.

Section E. Definition Pro-rata 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 F. 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 D.

Section G. Activity Stipends. Stipend activity consists of duties which are in addition to the expectations of a full-time load or adjunct teaching assignment. Stipends will be paid to a music director responsible for the performances of a music group, a drama director responsible for a public theater performance by their performance class, or other faculty in comparable situations.

Section H. This Article shall not apply to non-credit community service offerings.

ARTICLE VII - EMPLOYEE BENEFITS

Section A. Insurance. The Employer shall contribute up to a maximum amount authorized and funded by law and the State Employees Benefits Board 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 the state statutes and State Board Regulations (WAC Chapter 131-16).

Section C. Voluntary Employees Beneficiary Association (VEBA). VEBA is a tax sheltered program where, upon retirement, full-time faculty will be paid one-fourth of their hourly sick leave balance times their hourly rate, which will go toward qualified medical expenses. Adjunct faculty will be paid one-fourth 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 20 years of service, or 15 years of service and have reached 60 years of age, 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.
- 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 program 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 sabbaticals 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 3 quarters (one year) of tenured employment, a faculty member is eligible for one quarter of professional leave.
 - ii. After 6 quarters (two years) of tenured employment a faculty member is eligible for one more quarter of professional leave. This is a total of two quarters.
 - iii. After 9 quarters (three years) of tenured employment a faculty member is eligible for one more quarter of professional leave. This is a total of three quarters.
 - iv. Following the ninth quarter (third year) of tenured employment, one additional quarter of professional leave eligibility will be granted for each six quarters (two years) of tenured employment.
 - c. The professional leave need not be continuous; Faculty Members granted professional leave for one or two 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 full quarters will be given priority consideration.
 - e. Remunerated professional leaves shall be in conformance with the limitations of RCW 28B.10.650.
3. Procedure for Applicants
 - a. The Professional Development Committee shall be comprised of two 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; final deadlines for applications shall be January 15 for the subsequent academic year;

- ii. receive and review applications;
 - iii. make recommendations concerning each applicant to the President by February 15;
 - iv. notify each applicant as to the committee's decision to support or not support his/her sabbatical application;
- b. The President will make recommendations concerning professional leaves to the Board of Trustees through the regular budget process and will notify affected faculty as soon as possible.
 - c. All applicants will immediately be notified in writing by the President regarding the granting or the denial of the professional leave.
4. Reimbursement of Employees during Professional Leave
- a. A full-time Faculty Member on professional leave shall receive ninety (90%) of that Faculty Member's annual salary for the sabbatical period.
 - b. Faculty Members on professional leave shall receive employee benefits outlined in this 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 day per month (or portion thereof) of assigned period as designated by the employment contract or salary calculation worksheet. The 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 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. After the initial quarter of employment, 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 month period.
 - a. Leave will be posted after the first quarter 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. Sick leave may only be used while under contract as an adjunct faculty member, unless other eligible positions apply.
 - 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 he or she returns to employment. Sick leave will be accumulated and may be transferred between state agencies as defined in RCW 28B.10.016. Leave accumulated but not used shall be compensable only as provided by RCW 41.04.340.
 - 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. 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 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. Personal leave with pay, not to exceed three (3) days per year, may be granted for extraordinary purposes upon the approval of the appropriate Administrator.

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 his/her employment status, or of any employment notice which affects his/her employment status.

Section B. Personnel Files.

1. The District shall retain one personnel file for each Faculty Member under the direct supervision of one designated employee. This shall not preclude the maintenance of all lawful payroll records by the Business Office 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 his/her personnel file only after he/she 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 his/her personnel file. A Union representative or the Faculty Member's attorney may accompany such employee upon his/her request to review his/her 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, his/her attorney(s), his/her representative(s), his/her 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.

**ARTICLE X - COLLEGE GOVERNANCE: INSTRUCTIONAL
DIVISION 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 Divisions and Departments. The organization of the college's academic divisions and 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 faculty hiring and evaluation, curriculum development, assessment, planning, and budget and resource assimilation and allocation. Departments and divisions 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 individual faculty and disciplinary consultation on pertinent matters, and the divisions shall provide the primary basis for consultation with the collective faculty on matters related to delivery of instruction and working conditions. Departments and divisions shall hold regular meetings and maintain effective regular communication of issues to ensure as full faculty participation as possible.

Section C. College Committees.

1. In the spring of each academic year, prior to new appointments to standing College committees, the Contract Administration Committee shall meet to review committee effectiveness. Representatives from the classified staff and student leadership shall also be invited to participate in this meeting. 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.
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 canceled. Neither party shall have control over the selection of the representation of the other party; provided, however, neither party shall have more than four (4) representatives.
3. Academic Advisory Committee. The Employer recognizes the requisite expertise and abilities of the Faculty Members to provide valuable input regarding decisions related to educational matters. It is agreed that a procedure is desirable for dealing with specific problems or concerns that may from time to time arise and which require appropriate input of the considered professional judgment of the Faculty Members. To this end there is hereby established an Academic Advisory Committee which shall function in the following manner:

- a. Starting in Fall of 2012 the Academic Advisory Committee will not meet on a regular basis, in recognition that the issues traditionally addressed by AAC are now addressed by other advisory committees. However if either the College or the Union feels that academic issues are not being addressed in other committees, either party may reactivate this committee as needed. In that event then section C.3.b of this article will govern the operations of this committee.
 - b. The Academic Advisory Committee shall consist of four (4) Faculty Members appointed by the Union for a term of at least one year. The College President and the Union executive committee shall establish an initial meeting schedule. More frequent meetings may be held with the mutual agreement of the Committee and the College President. In order to ensure orderly and productive results, an agenda shall be developed by both the Committee and the College President and transmitted at least five (5) days prior to the scheduled meetings. Minutes shall be kept of all meetings and distributed to all participants and the District President. Such minutes shall be distributed on a timely basis. It is agreed by the parties that the Academic Advisory Committee shall not be involved in any matters regarding the administration of this agreement.
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. 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.

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 action.

5. Adjuncts on Committees. In accordance with the college's appointment procedures and committee composition, adjuncts may serve on committees on a voluntary basis, with the exception of search committees. 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. Classroom Freedom. A Faculty Member shall be free to determine on the basis of his/her special academic competence the content of his/her teaching without undue restraint other than that required by nature of the curriculum.

Each individual's dignity and beliefs shall at all times be honored in that the right of both the student and instructor to seek the truth, to reason, and to participate freely in discourse shall not be abridged in the course of that inquiry.

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.

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 he/she is 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).

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

Section B. The Faculty Union will formulate and recommend to the Professional Advisory Committee and review annually prior to the conclusion of Winter Quarter, expected general standards of performance for Faculty members and procedures for assessing achievement of standards. Adopted standards and procedures will serve to guide activities of probationary review committees and the formulation of professional development plans by Faculty Members. 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.

Section D. The written records 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 members shall be evaluated on a regular cyclical basis as outlined in the document "faculty evaluation and review process." Changes to this process shall be mutually agreed upon between the faculty union and administration.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section A. A grievance is hereby defined as a complaint or claim against the Employer by Faculty Member(s) or the Union arising out of the interpretation or application of or any alleged violation by the Employer of the terms of this Agreement. Such grievances shall be handled in the following manner:

1. **Step One.** The grievant and the Union representative shall orally present the alleged grievance to the immediate administrative supervisor, or if against the immediate supervisor, then presented 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 immediate administrative supervisor shall be given the written grievance and he/she 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 five (5) calendar 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 written grievance may be submitted to the College President or his/her designated representative, provided it is filed with the College President or his/her designated representative not more than seven (7) calendar 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 his/her designated representative shall send his/her written answer to the Union within seven (7) calendar 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 seven (7) calendar 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.

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 twelve (12) calendar 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. Failure by the Employer to comply with Step One time limitations shall automatically evoke Step Two. Failure by the Employer to comply with Step Two time limitations shall constitute acceptance of remedy requested.

Section C. Matters subject to arbitration shall be referred to the American Arbitration Association under Voluntary Rules.

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.
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 provision 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 which shall include a statement of the reasoning and grounds upon which such decision or award is based; 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.
9. No arbitrator shall have the authority to remand an issue back to the parties for negotiations.

Section E. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. 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.
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, 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.

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 and Kulshan.
6. Full-time faculty office space appointments led by the faculty union, in consultation with the Instruction Office and Administrative Services.

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 faculty support assistance in each of the in 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 tenured Faculty Members who hold faculty appointments, one student representative who shall be a full-time student chosen by the student association of the College, and one 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 his/her employment in a probationary faculty appointment is terminated. Each probationary review committee shall be composed of five persons, three of whom shall be tenured Faculty Members selected by the union from among the tenured faculty within thirty (30) days of the probationer's first full-time appointment. At least one of these faculty shall be a subject area peer of the probationer. The President shall appoint one professional 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.

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 his professional strengths and weaknesses and to make reasonable efforts to encourage and aid him to overcome his deficiencies.
2. The probationary review committee shall meet at the call of the chairman, when in his or her 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 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 chairman 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 his assigned duties and in filling the objectives set by the committee. The written records of all conferences, reports and evaluations will be disclosed to and signed 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 necessary personal characteristics and

professional competence to perform effectively in his or her 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 one or more of the following:

- a. Classroom observations by members of the probationary review committee;
 - b. Student evaluation administered by a student service representative;
 - c. Assessment of the probationer's participation in professional activities both on and off campus;
 - d. Self-evaluation; and
 - e. The probationer shall have the right to determine one of the above or an additional method or procedures of evaluation.
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 his 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. At the beginning of the Fall quarter each year, the President's Office shall issue a timeline for events related to the submission of recommendations by the tenure subcommittees and the PAC to ensure adequate time for review by all parties, including the Board of Trustees. 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 either the subcommittee or the PAC 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 committee.
6. To help ensure sufficient substance and consistency in documentation for recommendations pertaining to the award of tenure, each subcommittee will review the Tenure and Promotion Handbook, which provides templates for the assembly of the tenure notebook for each probationer and for the Self-Assessment prepared by the probationer. By the end of the third week of the Spring term each academic year, PAC will submit recommendations for revision.

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 findings and supportive data and analysis.
9. Not later than one 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 his or her 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 resigns 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 processes, 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 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 11th quarter of service, unless the extension of the probationary period has been specifically designated as one term or two; in those instances, the deadline for submission of the year-four recommendation shall be declared by the Board of Trustees with their decision to grant the extension.

Recommendations 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 - DISMISSAL OF A TENURED OR PROBATIONARY
FACULTY MEMBER FOR SUFFICIENT CAUSE**

Section A. Statement of Cause for Dismissal. When reason arises to question the fitness of a tenured or probationary Faculty Member, it shall be the policy to attempt to resolve the matter without instituting the formal dismissal procedures. Furthermore, it shall be the policy that a tenured Faculty Member shall not be dismissed except for "sufficient cause," nor shall a Faculty Member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for "sufficient cause." No tenured Faculty Member shall suffer loss of tenure because of reassignment to a specially funded program. "Sufficient cause" shall include but is 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. Incompetency
3. Willful or knowing violation of District policies, rules or regulations
4. Illegal conflict of interest

Section B. 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 and the appropriate Vice President, Dean or Associate Dean. The Faculty Member may request a Union representative and/or up to two 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 of the following actions, which shall be communicated in writing by the President within 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 B.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 15 calendar days for review and approval. The President or his/her designee shall notify the Faculty Member of his/her decision within 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 (B.2.c): Using the agreed upon professional plan described in Section B.3, the Faculty Member shall meet with the appropriate Vice President, Dean, Associate Dean, and/or Department Chair and Division 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 appropriate Vice President, Dean, or Associate Dean. A report of all findings including a recommendation by the appropriate administrator shall be submitted to the President or designee. The recommendations 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 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 options in Section B.2 shall occur. This written notification shall be delivered within 15 calendar days from the due date of the professional plan described in Section B.3.

Section C. 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, 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 43.88.110(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. Basis for Selection.

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 B. Each tenured and probationary Faculty Member shall be assigned to only one 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 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.

The President shall declare the duties associated with such courses, programs and services to be essential and thus not subject to reduction-in-force.

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. 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;
 - b. Strict adherence to it would cause a regression in the progress of the college towards its affirmative action goals.
- 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 appropriate Vice President, Dean or Division Chair, and the Department Chair in the area of reassignment. The Faculty Member involved 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 of signature of an employment contract
- ii. First date of signature of letter of intent
- iii. First date of application for employment

Section C. Reduction-in-Force 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 of the potential reduction-in-force and extent thereof to the Union. This notice shall be in writing and shall include the reasons upon which the President's conclusion shall be based.
- b. Within five (5) days from the date of this notice, a three-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 Union for the purpose of identifying potential budget savings.
 - ii. The transfer of Faculty Members from one area or division 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 a part of the academic load, arrangement of employment schedules, etc.
 - iv. Use of summer quarter and/or night classes 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 work 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 his findings by supplying data that may be reasonably produced. Such meetings shall conclude within ten (10) 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) days, the President shall submit their 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. 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 layoff; (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 he/she wishes to avail himself/herself of the right to a hearing. If the Faculty Member fails to respond within the twenty 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 he/she wishes to avail himself/herself of the right to a hearing. If the Faculty member fails to respond within the ten 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-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-year, two-year and three-year term respectively. Subsequent elections will be for three-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:

1. 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.
2. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.
3. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.
4. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to Chapter 34.05 RCW.
5. The right to counsel of his/her choosing who may appear and act on his/her behalf at the hearings.
6. The right to have a representative of the Union present at the hearing.
7. 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 the 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 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 officer include:
- a. Administering oaths and affirmations, examining witnesses, and receiving evidence; no person shall be compelled to divulge information which he/she 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 his or her 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. His or her 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 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 Decisions. 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 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 10 years. If a Faculty Member is hired after age 45, years of either distinguished service or outstanding teaching at another accredited institution may be applied to this requirement.

In determining the appropriateness of or the 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; (d) age of the Faculty Member, 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 Member 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 he/she remains 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 he/she 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 December 14, 2015 to and including August 31, 2018. Negotiations for a subsequent agreement shall commence upon the request of either party on or after August 31, 2017, 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



Tresha Dutton, President
Whatcom Community College
Federation of Teachers
Dated 12-9, 2015

FOR THE EMPLOYER



Steve Adelstein, Chair
Whatcom Community College
Board of Trustees
Dated 12/9, 2015

Faculty Negotiated Agreement Glossary

AAC	Academic Advisory Committee
ADA	Americans with Disabilities Act
CAC	Contract Administration Committee
COLA	Cost of Living Adjustment
CW	Contact Week
EMT	Emergency Medical Technician
FERPA	Family Educational Rights and Privacy Act
FMLA	Family Medical Leave Act
FT	Full-Time
FTEF	Full-Time Equivalent Faculty
MISF	Mediated Instructional System Facilitation
MOU	Memorandum of Understanding
OFM	Office of Financial Management
PAC	Professional Advisory Committee
PERC	Public Employment Relations Commission
RCW	Revised Code of Washington
SBCTC	State Board for Community and Technical Colleges
WAOL	WashingtonOnline
WCCFT	Whatcom Community College Federation of Teachers
WAC	Washington Administrative Code
WW	Work Week

Appendix B

2015-16						
Step	35	11	10	IL	15	12
B	\$ 24.95	\$ 873.08	\$ 960.39	\$ 1,024.42	\$ 640.26	\$ 800.33
C	\$ 25.57	\$ 894.88	\$ 984.37	\$ 1,050.00	\$ 656.25	\$ 820.31
D	\$ 26.19	\$ 916.68	\$ 1,008.35	\$ 1,075.58	\$ 672.24	\$ 840.29
E	\$ 26.81	\$ 938.49	\$ 1,032.34	\$ 1,101.16	\$ 688.22	\$ 860.28
F	\$ 27.44	\$ 960.29	\$ 1,056.32	\$ 1,126.74	\$ 704.21	\$ 880.26
G	\$ 28.06	\$ 982.09	\$ 1,080.30	\$ 1,152.32	\$ 720.20	\$ 900.25
H	\$ 28.68	\$ 1,003.89	\$ 1,104.28	\$ 1,177.90	\$ 736.19	\$ 920.23
I	\$ 29.31	\$ 1,025.69	\$ 1,128.26	\$ 1,203.48	\$ 752.17	\$ 940.22
J	\$ 29.93	\$ 1,047.49	\$ 1,152.24	\$ 1,229.06	\$ 768.16	\$ 960.20
K	\$ 30.55	\$ 1,069.30	\$ 1,176.23	\$ 1,254.64	\$ 784.15	\$ 980.19

2016-17						
Step	35	11	10	IL	15	12
B	\$ 25.88	\$ 905.78	\$ 996.36	\$ 1,096.00	\$ 664.24	\$ 830.30
C	\$ 26.35	\$ 922.14	\$ 1,014.35	\$ 1,115.78	\$ 676.23	\$ 845.29
D	\$ 26.97	\$ 943.94	\$ 1,038.33	\$ 1,142.16	\$ 692.22	\$ 865.28
E	\$ 27.44	\$ 960.29	\$ 1,056.32	\$ 1,161.95	\$ 704.21	\$ 880.26
F	\$ 28.06	\$ 982.09	\$ 1,080.30	\$ 1,188.33	\$ 720.20	\$ 900.25
G	\$ 28.53	\$ 998.44	\$ 1,098.28	\$ 1,208.11	\$ 732.19	\$ 915.24
H	\$ 29.15	\$ 1,020.24	\$ 1,122.27	\$ 1,234.49	\$ 748.18	\$ 935.22
I	\$ 29.62	\$ 1,036.59	\$ 1,140.25	\$ 1,254.28	\$ 760.17	\$ 950.21
J	\$ 30.24	\$ 1,058.39	\$ 1,164.23	\$ 1,280.66	\$ 776.16	\$ 970.20
K	\$ 30.71	\$ 1,074.75	\$ 1,182.22	\$ 1,300.44	\$ 788.15	\$ 985.18

2017-18						
Step	35	11	10	IL	15	12
B	\$ 26.81	\$ 938.49	\$ 1,032.34	\$ 1,135.57	\$ 688.22	\$ 860.28
C	\$ 27.13	\$ 949.39	\$ 1,044.33	\$ 1,148.76	\$ 696.22	\$ 870.27
D	\$ 27.75	\$ 971.19	\$ 1,068.31	\$ 1,175.14	\$ 712.21	\$ 890.26
E	\$ 28.06	\$ 982.09	\$ 1,080.30	\$ 1,188.33	\$ 720.20	\$ 900.25
F	\$ 28.68	\$ 1,003.89	\$ 1,104.28	\$ 1,214.71	\$ 736.19	\$ 920.23
G	\$ 28.99	\$ 1,014.79	\$ 1,116.27	\$ 1,227.90	\$ 744.18	\$ 930.23
H	\$ 29.62	\$ 1,036.59	\$ 1,140.25	\$ 1,254.28	\$ 760.17	\$ 950.21
I	\$ 29.93	\$ 1,047.49	\$ 1,152.24	\$ 1,267.47	\$ 768.16	\$ 960.20
J	\$ 30.55	\$ 1,069.30	\$ 1,176.23	\$ 1,293.85	\$ 784.15	\$ 980.19
K	\$ 30.86	\$ 1,080.20	\$ 1,188.22	\$ 1,307.04	\$ 792.14	\$ 990.18

2018-19						
Step	35	11	10	IL	15	12
B	\$ 27.75	\$ 971.19	\$ 1,068.31	\$ 1,175.14	\$ 712.21	\$ 890.26
C	\$ 27.90	\$ 976.64	\$ 1,074.30	\$ 1,181.73	\$ 716.20	\$ 895.25
D	\$ 28.53	\$ 998.44	\$ 1,098.28	\$ 1,208.11	\$ 732.19	\$ 915.24
E	\$ 28.68	\$ 1,003.89	\$ 1,104.28	\$ 1,214.71	\$ 736.19	\$ 920.23
F	\$ 29.31	\$ 1,025.69	\$ 1,128.26	\$ 1,241.09	\$ 752.17	\$ 940.22
G	\$ 29.46	\$ 1,031.14	\$ 1,134.26	\$ 1,247.68	\$ 756.17	\$ 945.21
H	\$ 30.08	\$ 1,052.94	\$ 1,158.24	\$ 1,274.06	\$ 772.16	\$ 965.20
I	\$ 30.24	\$ 1,058.39	\$ 1,164.23	\$ 1,280.66	\$ 776.16	\$ 970.20
J	\$ 30.86	\$ 1,080.20	\$ 1,188.22	\$ 1,307.04	\$ 792.14	\$ 990.18
K	\$ 31.02	\$ 1,085.65	\$ 1,194.21	\$ 1,313.63	\$ 796.14	\$ 995.18

2019-20						
Step	35	11	10	IL	15	12
1	\$ 28.68	\$ 1,003.89	\$ 1,104.28	\$ 1,214.71	\$ 736.19	\$ 920.23
2	\$ 29.31	\$ 1,025.69	\$ 1,128.26	\$ 1,241.09	\$ 752.17	\$ 940.22
3	\$ 29.93	\$ 1,047.49	\$ 1,152.24	\$ 1,267.47	\$ 768.16	\$ 960.20
4	\$ 30.55	\$ 1,069.30	\$ 1,176.23	\$ 1,293.85	\$ 784.15	\$ 980.19
5	\$ 31.17	\$ 1,091.10	\$ 1,200.21	\$ 1,320.23	\$ 800.14	\$ 1,000.17

Notes:

- The 2015-16 salary scale was re-standardized by using the lowest and the highest steps for the 15cr/q rate and equally distributing the rates for the steps in between
- 12 cr/q is calculated by multiplying the 15cr/q rate by 15 and dividing by 12
- 10 cr/q is calculated by multiplying the 15cr/q rate by 15 and dividing by 10
- 11 cr/q is calculated by multiplying the 15cr/q rate by 15 and dividing by 11
- IL rate is calculated by multiplying the 15cr/q rate by 1.55 in 2014-15, 1.60 in 2015-16, and 1.65 in 2016-17 and beyond
- 35 WW is calculated by multiplying the 15cr/q rate by 15 and dividing by 11*35

TO: Steve Adelstein, Chair, Board of Trustees
Kathi Hiyane-Brown, College President
Tresha Dutton, Faculty Union President

FROM: Nate Langstraat and Barry Maxwell, Lead Negotiators

DATE: Monday, November 23, 2015

RE: Continued Review of Divisional Leadership

As the college administration and faculty negotiating teams conclude the 2014-15 extended negotiations term, the topics of division chair responsibilities and divisional structure remain unresolved.

Both negotiating teams identify value in making adjustments to the division chair role and the associated organizational structure in order to promote a system that meets the needs of both faculty and administration.

A number of factors must be further pursued before an agreement can be reached. Negotiating teams (or specific members) will continue discussion and progress on the topic of divisional leadership. The charge of this joint team shall be carried out during the 2015-2016 academic year. Specifically, the joint team will:

- Identify, research, review and evaluate organizational structures in instructional divisions at other institutions;
- Schedule site visits and/or interviews as needed at identified colleague institutions to gather additional information;
- Identify related passages in the current contract that will/may be affected by revising the scope of divisional leadership;
- Develop recommendations for improvements to Whatcom Community College's current divisional structure and related responsibilities. Final recommendations shall be forwarded to the negotiating teams no later than February 29, 2016;
- Forecast fiscal impacts of any changes related to final recommendations, including potential revisions to department chair and division chair compensation.

The negotiating teams agree to review and evaluate the recommendations in order to formulate a mutually agreed upon implementation plan by April 15, 2016. A mutually agreed upon plan could be instituted as early as summer quarter 2016.

During the time period of continued review and discussion of divisional leadership, an alternative supervisory model shall be used for faculty that does not include supervision by division chairs. Specifically, the Vice President for Instruction, instructional deans, or instructional program directors currently leading the work of faculty will assume the supervisory duties of faculty related to class observations, reviewing annual faculty plans/reports, reviewing student class evaluations, and making final hiring decisions regarding adjunct faculty. In the case of an unforeseen situation, the Vice President for Instruction, after consultation with the faculty union, may select an alternate supervisor.

Division Chair responsibilities as outlined in the faculty contract, that do not require supervisory authority at the division level, will continue to be performed by the division chairs during this period.

In the event that a division chair needs to be replaced during this interim period, the faculty and administration negotiation teams will mutually agree to the selection and replacement process.

Department Chair compensation shall include an additional temporary \$2,000 stipend during the 2015-2016 academic year for each department chair.

The undersigned agree to the expectations and responsibilities set forth in this Memorandum of Understanding.

For the Faculty Union

For the Employer



12-9-15



12/9/15

Tresha Dutton, President

Date

Steve Adelstein, Chair

Date

Whatcom Community College Federation of Teachers

Whatcom Community College Board of Trustees