



AGREEMENT

by and between

CLARK COLLEGE

and the

CLARK COLLEGE ASSOCIATION FOR HIGHER EDUCATION/WEA/NEA

July 1, 2023-June 30, 2025

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## **ARTICLE I – ADMINISTRATION**

### **A. Recognition**

1. The College recognizes the Clark College Association for Higher Education, pursuant to Chapter 28B.52 RCW, as the exclusive bargaining representative for all academic employees.
2. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender include both masculine and feminine.
3. The College will not bargain with or recognize any academic employee organization other than the Clark College Association for Higher Education as representing the academic employees of the College in the bargaining unit defined in this Section.
4. The terms “AHE/WEA,” or “AHE” or “Association” when used in the Agreement refer to the Clark College Association for Higher Education / Washington Education Association / National Education Association.
5. No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions of this Agreement will be made with any bargaining unit member or group of bargaining unit members by the College, unless it has been made, ratified, and agreed to in writing by the College and the Association.

### **B. Definitions**

1. Academic Employee – any professor, instructor, counselor, librarian, Division Chair, or Department Head who is employed by the College, whether full-time or part-time, with the exception of the President, any College administrator, as defined by law, and all other College employees.
2. Academic Year – the total time from the start of Fall quarter through the end of Spring quarter is the traditional academic year. The term “Academic Year” is defined by the academic calendar (173 days), or contract days.
3. Adjunct – A temporary non-tenure track faculty member, for whom no tenure-review committee is appointed. Teaches 100 percent or less of a full time load averaged over the academic year. Employment in an adjunct faculty position is not applicable toward tenure except for consideration for early tenure review as described in Appendix D.3, and notice of non-renewal is not required. Paid according to Appendix B.
4. Affiliate Faculty Member – An adjunct faculty member who has qualified for the Level II Adjunct Pay Rate by having completed nine (9) quarters at Clark College.
5. Appointing Authority – the Board of Trustees of Community College District No. 14 or as delegated by the Board to the College President.
6. Associate – An affiliate faculty member who has been assigned an annual associate faculty contract as described in Article III.P.

7. College – the Board of Trustees or designee(s).
8. Contracted Day – one of 173 contracted work days as designated in the academic calendar.
9. Day – contracted day, unless specified otherwise, e.g., ‘calendar’ day.
10. English Adjunct Coordinator – faculty member granted release time to coordinate hiring, scheduling, and evaluation of English adjunct faculty.
11. Faculty – the collective term for the body of academic employees.
12. Faculty Appointment – employment as a professor, instructor, counselor, librarian, or other positions for which training, experience and responsibilities are comparable as determined by the appointing authority, except administrative appointments as defined by law.
13. Department Chair – a probationary or tenured faculty member selected by the full-time members of a department to serve as a member of Division Leadership as determined by the division. Duties will be defined by the department/division full-time faculty.
14. Division Chair /Division Leadership – A tenured or probationary faculty member granted release time or a stipend to assume negotiated responsibilities for planning, leadership, and operational functions in an academic division. Reports to and is evaluated by the Unit Dean. Division Leadership may include department chairs and other contractually defined division or department responsibilities.
15. Faculty Members – refers to professors, instructors, librarians, and counselors. The term academic employee has the same meaning.
16. Family Members – husband, wife, state-registered domestic partner, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, grandchild, stepparent, stepchild, or a child in the custody of or residing in the home of a faculty member.
17. Household Members – persons who reside in the same home who have reciprocal duties and provide financial support for one another, including foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
18. Mathematics Scheduler – faculty member granted release time to coordinate hiring and scheduling of mathematics adjunct faculty.
19. Moonlight Assignment – teaching assignment that is outside of a full-time faculty member’s full-time teaching load or full-time employee’s workload.
20. President – the chief executive officer of the College or a person acting in that capacity.
21. Program Director – an academic employee who serves in an annual appointment as the advisor to a student club, as designated by the Associated Students of Clark College (ASCC) student government.
22. Promotion – an advancement of one step on the Full-Time Salary Schedule (Appendix A)



which occurs as the result of the award of tenure, and is effective the beginning of the academic year following the award of tenure.

23. Special Programs Faculty – A non-tenure track full-time faculty appointment funded by special purpose monies and not eligible for tenure. Adjuncts assigned associate faculty contracts are not defined as special programs faculty. Employment in a special programs faculty appointment is not applicable toward tenure except for consideration for early tenure review as described in Appendix D.3, and notice of non-renewal is not required. Paid from the Full-Time Faculty Salary Schedule, with increment steps (Appendix A).
24. Temporary Faculty – A non-tenure track full-time faculty appointment made in case of sabbatical leave, leave of absence, or emergency and/or unscheduled vacating of a faculty position. A temporary faculty appointment will not ordinarily exceed three (3) quarters, excluding Summer, or the length of the leave, if applicable. Employment in a temporary faculty appointment is not applicable toward tenure except for consideration for early tenure review as described in Appendix D.3, and notice of non-renewal is not required. Paid from the Full-Time Faculty Salary Schedule, with increment steps (Appendix A).
25. Tenure Candidate Faculty Appointment – a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the tenure candidate's terms of employment. Paid from the Full-Time Faculty Salary Schedule (Appendix A).
26. Tenured – a faculty member who has successfully completed the probationary period, and has been awarded tenure by the Board of Trustees. Paid from the Full-Time Faculty Salary Schedule (Appendix A).

### **C. Status of the Agreement**

1. This Agreement between the College and the Association supersedes any previous agreements or understandings between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions or practices of the College contrary to or inconsistent with its terms.
2. This constitutes the entire Agreement between the parties and no oral statement will add to or supersede any of its provisions.
3. 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 this Agreement. Therefore, except as specifically stated in this Agreement, the College and the Association 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 unless mutually agreed otherwise.
4. If a faculty member's individual employment contract contains any language inconsistent with this Agreement, the Agreement is controlling. Rights and benefits of faculty set forth in this Agreement are assimilated into and made a part of any individual contract of employment with the College.

5. Should the College issue contracts prior to the conclusion of negotiations, such contracts will be based on the faculty member's salary then in effect, together with the inclusion of a rider specifying that salaries will be adjusted consistent with the conclusion of negotiations.
6. No academic employee will be required to accept reassignment to a nonacademic position. When any such voluntary reassignment is made, the College will provide written notice of the reassignment, including its duration, to the Association. Upon expiration of the reassignment, return to academic employee status will be subject to the current terms and conditions of academic employment, unless negotiated otherwise with the Association.
7. All bargaining unit employees hired on special grants or contracts will be paid salaries and receive fringe benefits in accordance with this Agreement.
8. This Agreement may be reopened on any item(s) during its term by mutual consent of and agreed to by the parties. Any modification will be in writing.
9. This Agreement will be subject to approval and ratification by all full-time and adjunct members of the CCAHE under an 'accept' or 'reject' vote.

#### **D. Conformity to Law**

Any provision of this Agreement which is in conflict with any existing or future federal or state law or regulation of the State Board for Community and Technical Colleges (SBCTC) will become inoperative to the extent or duration of such conflict. Since it is not the intent of either party to violate such laws, it is agreed in the event of a conflict between any provisions of this Agreement and such federal or state law or regulation of the Washington SBCTC, the remainder of this Agreement will remain in full force and effect. The College and the Association agree to meet for the purpose of negotiating substitute provisions within thirty (30) days to replace those provisions in conflict with law or regulation.

#### **E. Distribution of Agreement**

1. Following ratification signing of this Agreement, the College will arrange to print this Agreement. The cost of the printing and distributing of the Agreement will be borne by the College. The College will arrange to distribute copies of this Agreement to all faculty members, other than adjunct. Thirty (30) additional copies will be provided to the Association. All faculty members new to the College, other than adjunct, will be provided a copy of the Agreement by the College upon their date of hire, and the Agreement will be available to all applicants for bargaining unit positions for review. Adjunct faculty will be notified that copies of this Agreement are available, upon request, at the Office of Instruction and Human Resources.
2. There will be two (2) signed copies of the final Agreement for the purpose of records. One will be retained by the College and one by the Association.

#### **F. Faculty/Management Meetings**

1. Upon request, representatives of the College shall meet with AHE President and/or designee(s) at least once a quarter during the academic year, at reasonable times, to discuss matters of mutual concern.

2. The College subscribes to and practices collegiality and recognizes its benefits to the College. The College also recognizes that faculty input is a vital resource and that faculty legitimately have an interest in many matters affecting the College, especially those touching the area of instruction. In such matters, the College will involve faculty early in the process. In addition, the College encourages faculty initiation of proposals for change and improvement.

#### **G. Instructional Planning Team (IPT)**

1. The Instructional Planning Team is responsible for instituting and overseeing the instructional planning process; making recommendations to the Vice President of instruction regarding academic policy such as distribution, transfer and degree requirements; developing and revising program review procedure, monitoring the scope of program review, resolving disputes related to program review activities; and making recommendations to the Vice President of Instruction regarding the approval of new programs and changes to and deletions of current programs.
2. Membership consists of two tenured faculty members from BEECH, BHS, SOFA, STEM, and WPTE, appointed jointly by the Vice President of Instruction and the AHE President, serving three-year rotating terms; one faculty member from CLASS also appointed jointly by the Vice President of Instruction and the AHE President (three-year rotating term), one adjunct, appointed jointly by the Vice President of Instruction and the AHE President, serving a one year term; up to two students appointed by ASCC serving a one year-term; the AHE President, or designee; five Instructional Deans; the Registrar or designee; one representative appointed by the Vice President of Student Affairs; and one additional administrator appointed by the Vice President of Instruction. For purposes of faculty assignment to this committee, librarians and counselors are members of CLASS. The chair is a tenured faculty member elected from the membership; meetings are open to the College community, and agendas and minutes published on the College intranet.
3. The chair of IPT will be elected from the membership. Faculty members who serve as chair of IPT will be granted 33% release time.

#### **H. Curriculum Committee**

1. The Curriculum Committee is responsible for reviewing the appropriateness and integrity of course offerings, approving new courses, course changes, and deleting individual courses. Committee review will include consideration of appropriateness as a lower- division course, congruence between content and credits, rigor of course, effect on students, programs, and College resources.
2. The Curriculum Committee is composed of the Vice President of Instruction or designee; the Registrar or designee; one representative appointed by the Vice President of Student Affairs; a representative of ICRC appointed by the Vice President of Instruction; up to two students appointed by ASCC (one year term); two non-tenured/non-tenure track faculty serving as at-large members appointed jointly by the Vice President of Instruction and the AHE President (one-year term); two tenured faculty members from BEECH, BHS, SOFA, STEM, and WPTE, appointed jointly by the Vice President of Instruction and the AHE President (three-year rotating terms); and one faculty member from CLASS also appointed jointly by the Vice President of Instruction and the AHE President (three-year rotating terms). There shall be no less than ten (10) faculty

members serving on this committee at any time. No votes shall proceed without faculty quorum. Faculty quorum shall be six (6) members. At least one (1) faculty member and one (1) administrator on Curriculum Committee will have completed the BUILD program or equivalent training. For the purposes of faculty assignment to this committee, librarians and counselors are members of CLASS.

3. The chair will be a tenured faculty member elected from the membership. Faculty members who serve as chair of Curriculum Committee will be granted 33% release time.
4. Meetings will be open to the college community, and agendas and minutes will be published on the College intranet.

#### **I. Outcomes Assessment Committee (OAC)**

The Outcomes Assessment Committee (OAC) is responsible for providing support to faculty in developing/revising course-level and program-level outcomes and ensuring alignment between course outcomes, program outcomes and assessments. Additionally, the OAC is available to review program-level assessment plans as needed or requested. The OAC is composed of: Vice President of Instruction or designee; two instructional unit deans (one representing CTE programs and one representing transfer programs); two tenured faculty members from BEECH, SOFA, BHS, STEM, and WPTE and one at-large member (tenured or non-tenured) appointed jointly by the Vice President of Instruction and the AHE President (serving three-year rotating terms); Registrar or designee; Director of Advising or designee; representative of ICRC appointed by the Vice President of Instruction; and one student appointed by ASCC (one-year term).

No votes shall proceed without a faculty quorum. The faculty quorum shall be six (6) members.

The chair is a tenured faculty member elected from the membership who receives 33 percent release time. Meetings are open to the college community, and agendas and minutes are published on the intranet.

#### **J. Professional Placement and Advancement Committee (PPAC)**

1. The Professional Placement and Advancement Committee (PPAC) advises and makes recommendations to the Vice President of Instruction concerning professional advancement units for faculty members. PPAC is also responsible for making recommendations to the appropriate Vice President for the award of sabbatical leave.
2. PPAC is a standing committee consisting of two tenured faculty members serving three year rotating terms from each instructional unit; committee membership is assigned by the AHE President. For the purposes of faculty assignment to this committee, librarians and counselors are defined as members of the Social Sciences and Fine Arts Unit. The Vice President of Instruction, or designee, and the personnel officer serve as non-voting members.
3. The chair will be a tenured faculty member elected from the committee membership.
4. PPAC will establish criteria for awarding units (see Article IV.C). Changes in criteria that affect faculty working conditions or wages will be approved by the College and the AHE.

#### **K. Adjunct Faculty Council**

1. The Adjunct Faculty Council gathers information about the issues and concerns of adjunct faculty and makes recommendations to improve adjunct faculty working conditions. The Committee will distribute a quarterly written brief and annual recommendation report to the AHE President and the Vice-President of Instruction.
2. The Adjunct Faculty Council shall be appointed jointly by the AHE President and the Vice President of Instruction. The Council will have eight (8) members with no more than three (3) members from the same instructional unit. Of the eight (8) members:
  - a. Two (2) members will have completed the BUILD program or equivalent training in equity.
  - b. One (1) member will be a recent hire who has completed 0-3 terms teaching at the College at the time of appointment.

To maintain continuity in Council work, member will be recruited on a rolling basis.

3. Members will be selected for rolling two-year terms. Member selection will be made during the spring quarter, with regular meetings beginning in the fall.
4. The committee chair will be elected from the membership. Meetings will be open to the college community, and agendas and meeting notes will be published on the College Intranet.
5. Members of the Adjunct Faculty Council will meet with the AHE president and the Vice President of Instruction annually.

#### **L. Faculty Excellence Committee**

1. The Faculty Excellence Committee is responsible for reviewing applications, developing award criteria, and determining the annual recipients of exceptional faculty awards.
2. The individual award amounts are determined by the Board of Trustees. If the faculty excellence fund allocation exceeds the amount needed to fund the recipient awards in a given year, the unspent portion will be banked for use in future years, for future faculty excellence award recipients.
3. Any state faculty excellence funds matched by a donor with a specific intent will be used in accordance with the intent of the donor. The department or program faculty eligible for the use of these restricted funds will develop a process for allocating the funds.
4. The Faculty Excellence Committee is composed of one faculty member from each unit (two year appointments), jointly appointed by the Vice President of Instruction and the AHE President; the Vice President of Instruction or designee (non-voting standing member); and an ASCC representative (one year appointment). The chair will be a tenured faculty member selected by the committee.

**M. Tenure Review Oversight Committee**

1. The Tenure Review Oversight Committee (TROC) is responsible for monitoring the tenure review process for equity and consistency across disciplines. The TROC meets regularly and may make procedural or other recommendations to Probationers, Tenure Review Committees, the Administration, and/or the Union.
2. The TROC may monitor individual Tenure Review Committee progress, provide procedural oversight, and/or assist with Tenure Review Committee orientation/training.
3. The TROC may meet with Tenure Review Committees, individual committee members, Probationers, or other parties as it deems necessary. Additionally, Probationers, committee members, and other interested parties may contact the TROC with questions and concerns as needs arise. (Appendix D.1) Probationers may petition TROC for a committee change once and only in the first year.
4. The TROC membership is composed of three (3) tenured faculty appointed by the AHE President and two (2) administrators appointed by the Vice President of Instruction.
5. The chair will be a tenured faculty member elected from the committee membership.

**N. Management Rights**

Except for the limitations imposed by the specific provisions set forth in this Agreement, all management rights, powers, authority and functions, remain vested exclusively with the College. It is expressly recognized that such rights, powers, authority and functions include the full and exclusive control, management and operation of the business and all other affairs of the College which are not specifically set forth in this Agreement. Furthermore, the College, at its discretion, reserves the right to establish, amend or modify policies and procedures which do not alter this Agreement, provided that no bargaining unit working condition, enumerated in this Agreement or not, may be modified without prior agreement with the Association.

**O. Maintenance of Standards**

This Agreement cannot be modified without mutual agreement. The College will not change any policy or procedure directly relating to any provision of the Agreement or other mandatory subject of bargaining without negotiating with the Association.

## **ARTICLE II – BUSINESS**

### **A. Dues Deductions**

1. The AHE shall have the right to have deducted from the salary of members of the AHE an amount equal to the fees and dues required for membership in the AHE WEA, and NEA.
2. By September 10 of each academic year, the AHE shall give written notice to the College of the dollar amount of dues required for AHE membership if any changes have been made from the previous year. The dues rate(s) shall not be subject to change during the academic year.
3. Following the receipt of written notification from AHE that AHE has received authorization for dues collection from an employee, the College shall deduct dues in the amount specified by the AHE from the employee's pay. The dues deduction authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. Upon receiving written notification of membership withdrawal from the employee, the AHE/WEA will notify the College in writing to cease the payroll deduction of dues for that employee.
4. The deductions authorized by the above provisions will be made in equal amounts from each paycheck beginning the first pay period of September or with the first month of employment should the employee be hired mid-year.
5. On a monthly basis, the College shall transmit to the AHE the membership dues which have been deducted in accordance with this Agreement, along with documentation identifying each employee from whom dues were withheld and the amount of such dues.
6. Hold Harmless. The Association agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Section provided such action has been authorized by the academic employee and such authorization has not been rescinded.

### **B. Association Rights**

1. The Association acting through its President or authorized representative has, in addition to other rights expressly set forth or provided by statute, the following rights:
  - a. The Association will, upon request, be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials at sites mutually agreed upon by the parties. The Association has the right to use the College mail to distribute material related to administration of its responsibilities as the exclusive bargaining representative of the faculty. The College shall provide a link to the CCAHE website under the Faculty Resources tab.
  - b. The Association has the right to use College facilities for meetings and College equipment,

when the equipment and facilities are not otherwise in use. The Association will pay for the cost of all materials and supplies incident to their use.

- c. Association agents are permitted to transact Association business on College property, provided there are no disruptions to the normal operation of the College.
  - d. Association representatives, authorized by the Association President, are allowed to represent faculty members and investigate and present grievances to the College without loss of time or pay.
  - e. The College agrees to furnish the Association, upon request, available information concerning the financial resources of the College and other information to assist the Association in developing programs on behalf of faculty members, together with information which may be necessary for the Association to process any grievance or complaint or to develop bargaining proposals.
  - f. Upon reasonable request, the College will furnish the Association with the names, salary schedule placement and/or hourly rate, and RIF lists for each faculty member employed by the College.
  - g. The Association will promptly be notified by the College of any disciplinary actions regarding any faculty member.
  - h. A copy of the time, place and agenda of all Trustees meetings will be sent to the Association President concurrent with distribution to members. Copies of the minutes of PPAC, the Curriculum Committee and IPT. The Association President or designee may appear on the agenda of any regularly or specially scheduled open College meetings.
  - i. The College will continue to provide separate office space for the Association's exclusive use on campus. The office will be equipped with a desk and desk chair, file cabinet, wastebasket and telephone.
  - j. To assist the Association in carrying out its representation responsibility, the College, upon request, will furnish to the Association information in the same form and manner available to the general public. Requests will be in accordance with the public records policies and procedures of the College.
  - k. The CCAHE Leadership will be given release time of seventy percent (70%). A maximum of 50% release can be cashed out by an individual faculty. Release time calculation will be based on the current replacement costs of 18 credit hours paid at the adjunct rate with two finals.
2. The college will provide release time of thirty-three percent (33%) of the regular workload for two (2) full-time faculty members for one (1) quarter per academic year for bargaining purposes. Release time must be used as release time, unless approved otherwise by the Vice President of Instruction. Release time that is not used during an academic year may be banked for use for succeeding academic year(s). AHE/WEA will pay the costs of adjunct faculty participation in bargaining.
3. The Association President will designate the location where the Association is to be served for the purposes of receiving notices and publications required by this agreement.



4. Upon the hiring of a new faculty member or when a faculty member is terminated/nonrenewed/no reappointed, the College will provide CCAHE with the name, personal email, work email, personal address, personal phone number, work phone number, mail drop number, and assigned department for each employee, if available.

### **C. Miscellaneous Business**

5. The College will not provide personal information concerning faculty members, including, addresses, phone numbers, etc., to any person outside the College, or to any commercial organization without either specific faculty member approval or Association agreement, unless otherwise required by law or court action.
6. Representatives of commercial concerns, such as insurance companies, financial counselors, fund raisers, etc., are not permitted to attend and address faculty meetings except as mutually agreed between the Association and the College.
7. No later than October 1 of each year, the Association will send the names and positions of all current Association officers to the College's Human Resources Department.

### **D. Resignation**

A faculty member who must withdraw from his or her contract must submit signed, written notification to the personnel officer as soon as possible so that a suitable replacement may be found. E-mail notification is not acceptable.

## **ARTICLE III – PERSONNEL**

### **A. Discipline/Right to Due Process/Representation**

1. No faculty member will be disciplined without just cause. The College agrees to follow a policy of progressive discipline that includes oral warning, written reprimand, suspension, and dismissal. The severity of the action may justify the elimination of steps. The burden of proof that cause for discipline exists rests with the College. Any action taken will be appropriate to the behavior that precipitates the action.
2. Any discipline of any faculty member by a supervisor, administrator, or other agent of the College will be made in private and never in the presence of students.
3. Faculty members reserve the right to have a representative of the Association and/or legal counsel present when being disciplined for any reason, or during any meeting which the College or the faculty member reasonably believes may lead to disciplinary action. When a request for such representation is made, no action will be taken with respect to the faculty member until such representative of the Association and/or counsel is present. Faculty members seeking representation are responsible for contacting the representative of their choice. If the requested representative is not reasonably available, the faculty member will select another available AHE representative. If a representative is still not available, the meeting will be rescheduled at mutually agreeable time. All information forming the basis for discipline will be made available to the faculty member and the Association.
4. Any complaint not called to the attention of the faculty member within ten (10) contracted days of notice to the College, may not be used as the basis for any disciplinary action against the faculty member.
5. Excluding instances of course cancellation or the reassignment of a probationer or tenured faculty member to maintain a full load, no adjunct faculty member will be dismissed during the term of appointment without just cause.
6. Disciplinary actions include oral warning, written reprimand, suspension, and dismissal. During the issuance of an oral warning the administrator must clearly indicate that an oral warning is being issued and that it is the first step in the discipline procedure. If the process is documented in writing, that documentation will not be placed in the employee's personnel file unless further steps in the discipline process require proof that an oral warning was appropriately delivered. All other steps in the discipline process will likewise be clearly identified.
7. Any written evidence of disciplinary action that has been placed in the employee's personnel file will be removed from the file at the request of the employee at the end of 36 months during which no other discipline has been issued for the same or a related infraction, except for instances of sexual harassment.

8. At the discretion of the College, a faculty member may be placed on leave during the course of the investigation. Such leave will be paid.

## **B. Dismissal**

1. A tenured faculty member will not be dismissed from his or her appointment except for sufficient cause, nor will a tenure candidate be dismissed prior to the dates established in the written terms of his or her appointment except for sufficient cause.
2. Before any official action is taken relating to discipline of a tenured faculty member, the faculty member will receive:
  - a. Written notice of the charges. Service will be either in person or by certified mail to official mailing address. Service will be considered accomplished three days after deposit in United States mail, properly stamped, and addressed.
  - b. An explanation of the evidence supporting the charges.
3. Per RCW 28B.50.863, prior to the dismissal of a tenured faculty member, or a faculty member holding an unexpired probationary faculty appointment, the case shall first be reviewed by a review committee. The review shall include testimony from all interested parties including, but not limited to, other faculty members and students. The faculty member whose case is being reviewed shall be afforded the right of cross-examination and the opportunity to defend himself or herself. The review committee shall prepare recommendations on the action they proposed be taken and submit such recommendations to the appointing authority prior to their final action.

## C. Faculty Tenure

1. A Tenure Review Committee will be established for each probationer, with the intent to monitor and enhance the probationer's professional development throughout the tenure review process. The committee will be responsible for working with the probationer until the probationer is either granted tenure or is no longer in the tenure process and the committee has been dismissed.
2. The Tenure Review Committee is composed of five members, including an administrator, a student, and three tenured faculty members. The Vice President of Instruction will appoint an administrator to Position #1. The AHE Senate will appoint Positions #2 and #3. The probationer will select Position #4 or upon the probationer's request, the Instructional Dean will provide the probationer with a list of three faculty members from whom the probationer will select Position #4. Positions #2, #3 and #4 will be filled with tenured faculty members. Position #5 will be filled by a student who is enrolled full time, selected by the Associated Students of Clark College.
3. The Instructional Dean will request a tenured faculty member from a different unit who does not serve on the tenure committee as a mentor for the candidate.
4. The Vice President of Instruction is responsible for overseeing the Tenure Review Process to ensure activities are coordinated, Tenure Review Committees are formed, and that they fulfill their contractual duties.
5. If a vacancy exists on the Tenure Review Committee prior to the expiration of any such appointment, the committee chair must request in writing, to the appropriate appointing body, the replacement of an administrative member, a faculty member, or a student member.
6. The Tenure Review Committee's decision to recommend rehire, extend the tenure process, or recommend granting of tenure will be based solely on the following, utilizing the approved College/AHE forms (*see Appendix D*) and methods.
  - a. Tenure Achievement Plan. In collaboration with their Tenure Review Committee, a probationer will develop a Tenure Achievement Plan (TAP). (Appendix D.2, D.3) The TAP will include at least one, but not more than two, tenure goals in each of the following areas:
    - i. Teaching / student engagement.
    - ii. Service to the department, College, and/or community.
    - iii. Staying current in the discipline for which the probationer was hired as a content expert.At least one of the goals in the TAP must have elements that are equity-focused (e.g., developing teaching strategies to support equitable student outcomes.)
  - b. Self-Evaluations. Probationers will evaluate themselves once per year. First (1<sup>st</sup>) year probationers will complete and submit a self-evaluation in either quarter two or quarter three of the tenure process, as agreed upon by their Tenure Review Committees. Second (2<sup>nd</sup>) year probationers will complete and submit a self-evaluation prior to the quarter four meeting of the Tenure Review Committee. Third (3<sup>rd</sup>) year probationers will complete and submit a

self-evaluation prior to the quarter seven meeting of the Tenure Review Committee. Probationers are encouraged to contact the office of Planning and Effectiveness to identify and obtain data that will be useful in the self-evaluation process.

- c. Student Evaluations. Student evaluations will be conducted in all of the probationer's class sections or official teaching and learning environments in quarters one through seven using approved student evaluation forms.
  - d. Tenure Review Committee Evaluations. Probationers will be evaluated in the appropriate teaching and learning environments during each quarter of the tenure process. At least two different Tenure Review Committee members must conduct evaluations during each year of the tenure process.
  - e. Supervisory Evaluations. Supervisory evaluations will be completed by the administrator on the Tenure Review Committee. The supervisory evaluation must be provided to the probationer in the same quarter that the evaluation is completed. For First (1<sup>st</sup>) year probationers, the supervisory evaluation must be completed and provided to the probationer prior to the third (3<sup>rd</sup>) quarter meeting. For Second (2<sup>nd</sup>) and Third (3<sup>rd</sup>) year probationers, the supervisory evaluation must be completed and provided to the probationer prior to the voting quarter meeting.
  - f. Faculty Feedback Request. All tenured faculty members in the College will be given the opportunity to evaluate the probationer in writing with regard to strengths and areas for continued development, and to offer suggestions for professional development and improvement. The administrator on the Tenure Review Committee will solicit this input once per year. The committee will discuss feedback trends and the committee will determine how the information will be included in the tenure notebook.
  - g. Professional Development Plan. If a Tenure Review Committee believes a Probationer is not making satisfactory progress toward one or more tenure goals, the Committee may, by majority vote, implement a Professional Development Plan (PDP) during any of quarters two through seven of the tenure review process. The PDP must note the goal(s) that the Committee determines is (are) not being adequately addressed by the probationer. Additionally, the PDP must include specific, measurable outcomes to be met by the probationer; a list of resources and processes the probationer may use to meet these outcomes; and a timeline for the probationer to meet these outcomes. The PDP may be drafted in a preliminary meeting with the probationer's knowledge but without the probationer present but will be finalized in consultation with the probationer.
- 7. The Tenure Review Committee will meet with the probationer at least once each quarter, starting with the first quarter of the evaluation process and continuing until the committee is discharged.
  - 8. During the First (1<sup>st</sup>) quarter, the Tenure Review Committee will meet at least three (3) times.
    - a. The first meeting is an organizational meeting during which the committee will elect a chair

and establish criteria to be used to measure and evaluate the probationer's progress toward achieving tenure. The probationer will not be present at this meeting.

- b. The second meeting is the initial meeting with the probationer. At this meeting the committee and probationer will review the tenure process, review the procedures described in Article III.C. of this agreement, discuss the criteria for measuring and evaluating progress toward tenure as determined in the organizational meeting, and finalize a Memorandum of Understanding (MOU) detailing these criteria. Within one (1) week of receipt, the probationer will sign this MOU indicating understanding of the criteria and procedures.
  - c. The organizational meeting and initial meeting with the probationer must take place within the probationer's first quarter of employment, but no later than three weeks after the first official instructional day of that quarter as listed in the College's academic calendar.
  - d. During the third meeting, the Tenure Review Committee and probationer will review and discuss the results of the first quarter Tenure Review Committee evaluations and discuss the Probationer's draft Tenure Achievement Plan.
9. During the Third (3<sup>rd</sup>), Fourth (4<sup>th</sup>), Sixth (6<sup>th</sup>) and Seventh (7<sup>th</sup>) quarters, the Tenure Review Committee meeting will be held no later than the seventh (7<sup>th</sup>) week of the quarter.
10. During the Second (2<sup>nd</sup>) and Fifth (5<sup>th</sup>) quarters, the Tenure Review Committee meeting will be held no later than the fifth (5<sup>th</sup>) week of the quarter. During the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) quarters of tenure review, the Tenure Review Committee must make a written recommendation to the appointing authority, through the Vice President of Instruction, regarding the continued employment of the probationer for the following year. The Tenure Review Committee must also provide the Vice President of Instruction and the probationer a written summary noting the probationer's strengths, areas for continued development, and recommended actions the probationer may take to address areas for continued development. The chair of the Tenure Review Committee is responsible for providing the committee's recommendation and summary to the Vice President of Instruction and probationer, as required in this paragraph.
11. During the eighth (8<sup>th</sup>) quarter, the Tenure Review Committee meeting will be held no later than the fifth (5<sup>th</sup>) week of the quarter. During the eighth (8<sup>th</sup>) quarter of tenure review, the Tenure Review Committee must make a written recommendation for granting or denying tenure. The Tenure Review committee must also draft a written summary noting the probationer's strengths and areas for continued development. The chair of the Tenure Review Committee will provide the committee's recommendation and summary to the Vice President of Instruction, who will then forward the recommendations to the President, so that the Board of Trustees may review the Tenure Review Committee's recommendation prior to its decision concerning the granting of tenure.
12. Written recommendations to renew or not to renew contracts or to grant tenure must be consistent with, and based on, data shared with the probationer at the quarterly meeting(s).

If substantial evidence of quality performance exists, the Tenure Review Committee can recommend, and the Board of Trustees can grant, tenure at any time during the probationary period. (*Appendix D.4*)

13. The Tenure Review Committee can recommend, and the Board of Trustees can grant, an extension of the tenure process. Prior to recommending an extension of the tenure process, the Tenure Review Committee must draft an Extended Development Plan to be implemented during the extension. (*Appendix D.5*)
14. The Board of Trustees may request a meeting with the probationer. (*Appendix D.6*)
15. The Board of Trustees will make the decision to award or withhold tenure.
16. If the candidate is dismissed prior to the expiration of the probationer's annual employment contract, the case will be considered by the Dismissal Review Committee in accordance with the laws of the State of Washington and the dismissal policy of the College.

#### **D. Evaluation System for Faculty, Other Than Probationary**

1. The purpose of faculty evaluation is to provide for professional and personal faculty growth and to foster a standard of teaching and service that provides for quality student education. All parties will conduct evaluations objectively in an equitable and professional manner.
2. Requests for supplemental evaluation data by appropriate administrators as outlined in the provisions of this Section may be made on a random basis or to address legitimate instructional concerns, but will not be made to place an unfair or inequitable burden on any faculty member. The provisions of this Section do not apply to probationary faculty members.
3. The Vice President of Instruction or designee is responsible for implementing the evaluation procedure for post-tenure, temporary, special programs and adjunct faculty.
4. Evaluation forms. A committee of 3 faculty (appointed by AHE) and 3 administrators (appointed by the Vice President of Instruction) shall be responsible for developing and revising all forms associated with faculty evaluation. The committee will submit to the AHE President and the Vice President of Instruction final recommendations for consideration by constituents. Forms will be implemented upon mutual agreement by the Vice President of Instruction and the AHE President.
5. Post-Tenure Faculty Evaluation Process.

Post-tenure faculty evaluations will be conducted on a five-year schedule using the following indices:

Student Evaluations– 1 course per year (5<sup>th</sup> year scheduled in Fall or Winter)

Peer Evaluation – 1 peer evaluation will be conducted in the 5th year (scheduled in Fall or Winter); faculty to be evaluated will submit 3 names of faculty from the unit for the Instructional Dean, Associate Dean, or non-faculty supervisor to select as peer evaluator.

Supervisor Evaluation – one (1) in the 5th year; supervisory evaluation form will include classroom or lab/clinical observation and non-teaching duties (conducted by Instructional Dean, Associate Dean, or non-faculty supervisor). Feedback is to be provided within 3 weeks of observation.

Self-Evaluation – The faculty member will complete a self-evaluation during the 5<sup>th</sup> year using the self-evaluation form; the faculty member will observe a minimum of one class at the faculty member's discretion, to be used in conjunction with self-evaluation.

6. Non-Tenured Faculty Evaluations Process

Non-tenured faculty, including adjunct, temporary and special programs, will be evaluated during the first three years of employment with the college using the following indices:

Student Evaluations – One course per quarter

Peer Evaluation – One course per year; feedback is to be provided within three weeks of observation.

Supervisor Evaluation – within the first three years of employment, feedback is to be provided within three weeks of observation. Evaluation will be conducted in the quarter before the faculty member moves into affiliate status or within the quarter the faculty member first receives benefits, whichever comes first.

After 3 academic years of employment with the College, the post-tenure evaluation process and indices (described in Article III. D. 4.) will be used.

7. The evaluation instruments for tenured, temporary, special programs, and adjunct faculty will be collected and delivered to the Instructional Dean, Associate Dean, or non-faculty supervisor by a person other than the faculty member being evaluated. Evaluation summaries will be compiled by the Instructional Dean, Associate Dean, or non-faculty supervisor and a copy provided to and reviewed with the faculty member. The evaluations will be retained until the next subsequent evaluations are accomplished. Upon completion of the new evaluation, the evaluation summaries will be turned over to the faculty member.
8. The faculty member, Instructional Dean, Associate Dean, or non-faculty supervisor and Vice President may have access to the evaluations for the purpose of improving job performance. The evaluations may not be used for disciplinary purposes. However, where deficiencies in a faculty member's performance are identified, the faculty member is responsible for remediating the deficiencies. The College will assist the faculty member through appropriate developmental opportunities.
9. The Instructional Dean, Associate Dean, or non-faculty supervisor will be responsible for reviewing evaluations with the faculty member. Based upon this review, if areas for improvement are identified, the faculty member, in consultation with the Instructional Dean or supervisor, will develop a professional development plan or revise any existing professional development plan. The final plan must be approved by the Instructional Dean, Associate Dean, or non-faculty supervisor and must contain these elements:



- a. Major strengths.
  - b. Specific knowledge, skills and abilities needed to improve job performance.
  - c. Specific changes in practices and procedures needed to improve job performance.
  - d. A design for achieving the above improvements, including an appropriate timeline.
  - e. Identification of resources, including those the College may provide, to achieve the above requirements.
  - f. A summary of the evaluation, including the plan, if necessary, will be submitted to appropriate Vice President.
10. The Instructional Dean or supervisor will review all faculty professional development plans and progress toward achievement of plan objectives with the faculty member and the appropriate Vice President at least annually.

**E. Faculty Member Rights/Nondiscrimination**

1. The College ensures that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, College sponsored training, education, sabbaticals, tuition waivers and assistance, social and recreation programs, will be administered without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, disabled veteran status, gender identity, and other status protected by applicable law.
2. The best qualified person is actively recruited for all positions and consideration is based solely on merit.

**F. Sexual Harassment**

1. Sexual harassment is a form of sex discrimination that involves the inappropriate introduction of sexual activities or comments that demean or otherwise diminish an individual on the basis of gender into the work or learning situation. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing, (2) submission to or rejection of such conduct by an individual is used as the basis for employment or academic decision affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or educational environment.
2. Sexual harassment often involves relationships of unequal power and contains elements of coercion – as when compliance with requests for sexual favors becomes a criterion for granting work, study, or grading benefits. However, sexual harassment may also involve relationships among equals, as when repeated sexual advances or demeaning verbal behavior have a harmful

effect on a person's ability to study or work.

3. Faculty members who believe they have been victims of sexual harassment are encouraged to file complaints through the College's sexual harassment complaint procedure and through the grievance procedure of this Agreement.
4. All investigations and hearings surrounding sexual harassment complaints will be designed to protect the privacy of the accused as well as the complainant.

#### **G. Personnel Files**

1. The following provisions pertain to the personnel files of all faculty members:
  - a. The faculty member has access to his or her personnel file upon request to Human Resources.
  - b. Materials may be added to or removed from the faculty member's file by the personnel officer and a copy or notice of additions or removal will be sent to the employee. Records eligible for disposal according to state records retention procedures will be purged and shredded without prior notification to the faculty member.
  - c. The faculty member will be permitted to add statements to his or her personnel file upon request.
  - d. It is the intent of the parties that unsubstantiated derogatory material will not be included in the personnel file.
  - e. The personnel officer is responsible for all personnel files and for preventing access to the personnel file by unauthorized persons.
  - f. Records of former faculty members of the College will be placed in an inactive file.
  - g. Only one official personnel file will be maintained and only material properly placed in that file may be utilized in any disciplinary action against the faculty member.

#### **H. Faculty Member Protection**

1. As provided for in Chapter 28B.10.842 RCW, whenever any action, claim, demand, suit, criminal proceeding, judgment or proceeding is instituted against a faculty member arising out of the performance or failure of performance of duties for the College, within or without the Clark College facilities, the Board of Trustees may grant a request by a faculty member that the Attorney General be authorized to defend said action, claim, demand, suit, criminal proceeding, and the cost of defense of said action will be paid from the appropriation made for the support of the College.
2. If the Board is unable to reach any decision on the matter, the Attorney General is authorized to grant a request.
3. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim or proceeding will be paid from the State's Tort Claims Revolving Fund pursuant to the provisions of Chapter 4.92 RCW as now or hereafter amended.

## **I. Division Chairs**

1. Division Chair Selection Process and Procedures:
  - a. Full-time tenured faculty within the division are eligible to fill the role of Division Chair.
  - b. Full-time faculty (tenured, probationary, and special programs) and Affiliate/Associate faculty within the division will elect a Division Chair from the eligible faculty and forward that name to the Unit Dean. If no faculty is willing to serve as Division Chair, or if the Division Chair election results in a tie, the division will develop a process agreed upon by a majority of the voting faculty in the division to appoint a division chair.
  - c. The Division Chair term will be for two academic years. Continuation after two years will be through the selection process.
  - d. If the Division Chair is not fulfilling the Division Chair responsibilities, the Dean will communicate to the Division Chair the expectations and the areas of concern. The Division's full-time faculty or the Unit Dean may request a vote to remove the Division Chair. Division Chairs will be removed from their elected position if two-thirds of all the Division's voting faculty vote in favor of removal. If the Division Chair is removed, the Division faculty will replace the Division Chair using the Division Chair selection process.
  - e. A Division Chair may choose not to continue as chair of the division by notifying the Unit Dean by the end of the current quarter. The division's full-time faculty will elect a replacement using the selection process.
2. Faculty will be granted release time and stipends in the amount listed in Section J of this Article. Any adjustments to release time as contained in Section J will be determined by the parties to this Agreement.
  - a. Release time may be converted into dollars and applied to the specific Division Chair/department(s) as agreed upon by each division. Release time calculation will be based on the current replacement costs of 18 credit hours paid at the adjunct rate with two finals.
  - b. Stipends and release time may be divided among departments within each division as appropriate based on the mutual agreement of full-time faculty in the division. Allocation of Division Chair stipends or release time to adjunct faculty must be approved by the AHE President and the Vice President of Instruction.
  - c. Division Chairs will work with their divisions to determine the needs of each department. By June 1, each Division Chair will inform their Unit Dean of the division's use of release time and stipends for the following academic year.
3. Should it become necessary for a Division Chair on release time to teach more than the assigned load, the moonlight assignment must be pre-approved by the Division Chair's unit dean.
4. Additional work days for Division Chairs, as determined by the Dean and approved by the Vice

President of Instruction, will be paid pro rata, based on the individual Division Chair's salary.

5. The Vice President of Instruction will meet with Division Chairs, Unit Deans, and the AHE President as a group at least annually to refine and improve the division structure and jointly review and define the Division Chair job description and method of evaluation.
6. Department Head: If a division elects not to have a Division Chair, Department Heads will carry out the job duties of the Division Chair for their respective departments. Full-time faculty within the department will elect a Department Head; the Department Head will serve a two-year term. If no voting faculty member is willing to serve as Department Head, or if the Department Head election results in a tie, the division as a whole will develop a process agreed upon by a majority of the voting faculty in the division to appoint a Department Head. Voting faculty in a department may remove a Department Head prior to the end of his/her term of service with a 2/3 vote. The new Department Head will be selected using the process described above.
7. Division Chair/leadership training. All newly elected Division Chair/leadership will participate in a Division Chair/leadership orientation training held on a non-contractual day. All Division Chair/leadership participating in the training will receive compensation for one pro rata work day.
8. Division Chair/leadership evaluation. Division Chair/leadership will be evaluated using the standard Division Chair/leadership evaluation form by full-time faculty in the division and the unit Dean in spring term of their first year of Division Chair/leadership service. The evaluation form will include a section for the Division Chair/leadership to provide a response to the Dean's evaluation and document additional duties and that are not currently included in the Division Chair/leadership job description in Appendix C.4. If re-elected, evaluations will occur in the spring term of the first year of each subsequent two-year term.
9. Division Chair/leadership ineligibility process.
  - a. If the unit Dean determines in the evaluation process that areas for improvement are required for the Division Chair/leadership to fulfill job duties, the specific areas will be documented on the evaluation form and specific recommendations to ensure that job duties are fulfilled will be provided.
  - b. If specific recommendations to ensure that job duties are fulfilled are documented in the first evaluation, the full-time faculty in the Division and the unit Dean will conduct a supplemental evaluation using the standard evaluation form during winter term of the second year of service. If the unit Dean determines that the Division Chair/leadership job duties are being fulfilled, then the evaluation process in that Division Chair/leadership term is complete. However, if the unit Dean determines that Division Chair/leadership duties are not being fulfilled, the Dean may request that the Vice President of Instruction review the Division Chair/leadership's performance.
  - c. On request by the unit Dean to review the Division Chair/leadership's performance, the Vice President of Instruction will review all evaluation materials and relevant documentation and meet with the Division Chair/leadership. After consultation with an AHE representative and an HR representative, the Vice President of Instruction

will decide if the Division Chair/leadership will be eligible to run for re-election at the end of their current term. If the Vice President of Instruction decides that the Division Chair/leadership is not eligible to run for re-election, the faculty member is excluded from consideration for the Division Chair/leadership position in the next Division Chair/leadership election.

- d. After the next two-year Division Chair/leadership term, the faculty member will be eligible to serve as Division Chair/leadership if re-elected using the selection process in III.2.b. above.

## **J. Division Chair Compensation**

Area	Release Time	Stipend
<b>Allied Health</b>		\$3,000
Allied Health	25%	
Pharmacy Tech	25%	
EMT		
Phlebotomy	25%	
Medical Assistant	55%	
Health Information Management	49%	
<b>Behavioral Sciences</b>	40%	\$3,000
Education		
Psychology		
Sociology		
Childcare	25%	
Family life/parent child	25%	
Early childhood education (ECE)	25%	
Addiction counseling (ACED)	25%	
BAS Human Services	67%	
BAS Teacher Education	67%	
<b>Business</b>	67%	\$3,000
Business Administration		
Economics		
Accounting		
Supervisory Management		
BAS in Applied Management	67%	
<b>Communications and Humanities</b>	67%	\$3,000
American Sign Language		
Communication Studies		
Journalism		
Philosophy		
Japanese		
Spanish		
<b>Computer and Digital Technology</b>		
Network Technology	25%	
Digital Media Arts	25%	
Computer Technology	25%	
BAS in Cybersecurity	67%	

Area	Release Time	Stipend
<b>Culinary Arts and Mech Technology</b>		
Automotive	25%	
Diesel Technology	25%	
Cuisine Management	25%	
Professional Baking and Pastries	25%	
<b>Dental Hygiene</b>	67%	\$3,000
<b>English Division</b>	49%	\$3,000
English Adjunct Coordinator	25%	
<b>Fine Arts</b>	67%	\$3,000
Art		
Music		
Theater		
Graphic Design	15%	
<b>Health and Physical Education</b>	67%	\$3,000
Health Education		
Physical Education		
<b>Industrial Technology</b>		
Mechatronics	25%	
Welding Technology	25%	
<b>Library*</b>		\$1,000
<b>Life Sciences</b>	67%	\$3,000
Biology		
Nutrition		
<b>Math Division</b>	49%	\$3,000
Math Scheduler	25%	
<b>Nursing</b>	67%	\$3,000
<b>Physical Sciences and Engineering</b>		
Chemistry	40%	
Computer Science/CSA/Engineering/Surveying	40%	
Geology/Meteorology/EnvScience/Physics	40%	
<b>Social Science</b>	67%	\$3,000
Anthropology		
Forensic Science		
Geography		
History		
Political Science		
Women's Studies		
<b>Transitional Studies</b>	67%	\$3,000
English as a Second Language		
CAP		
IELP		
COLL		

\*No assigned workload but is compensated a stipend for department chair assigned work.

## **K. Selection Standards and Reassignments**

1. College personnel selection standards will conform to those written by the State Board for Community and Technical Colleges (SBCTC) as published in Chapter 131-16 WAC as it now exists or may be amended unless the SBCTC decreases the standards in which case discussions will be held with the AHE.
2. The College and AHE value adjunct, temporary full-time, and special programs faculty and encourage these faculty to apply for all open positions they are qualified for. To this end, positions shall be posted internally for five (5) contracted days prior to being posted externally.
3. The President may make a temporary reassignment of a faculty member, with the consent of that individual, to an administrative position at administrative pay when circumstances require immediate performance of the duties assigned. The appointment will not exceed one (1) academic year at a time. The faculty member will have the right to return to his or her prior position, retain seniority, and other benefits affecting faculty member compensation and employment rights. A copy of the written consent shall be filed in the academic employee's personnel file, and a copy forwarded to the AHE President.

## **L. Tenure-Track Faculty Vacancies/Screening**

1. The Vice President of Instruction will notify the faculty of all open tenure track positions prior to their notification elsewhere. During the Fall and Winter and Spring quarters, such notification will be made via the faculty/adjunct as a standalone e-mail; additionally, a web link to the position brochure will be distributed to the hiring department's full and part-time faculty by official posting date. During Summer quarter, notice will be sent to the AHE President and to those faculty who have left a mailing address and request on file with Human Resources; notice will be provided for tenure-track positions at least thirty (30) calendar days prior to the position closing date. In the case of an emergency and in concurrence with the AHE, the notice period may be waived or reduced.
2. Screening committees will be appointed by the Vice President of Instruction or designee, in consultation with the AHE President. The committee will consist of a minimum of a chair and three faculty members, including two from the department or division on a rotating basis.
3. A student representative and/or additional representatives from the campus or community may be appointed as deemed appropriate.
4. The personnel officer, or designee, will screen applications for completeness and minimum qualifications as stated in the position announcement. The screening committee may request that the personnel officer screen the candidate pool to no fewer than fifteen (15). The screening committee will draft criteria to be used in evaluating all applicants. The AA/EO Officer and the Personnel Officer will approve the criteria.
5. All finalists for faculty positions will be contacted to review salary placement before a personal interview is scheduled. The committee will normally interview at least five (5)

applicants. If returning for a second interview is a hardship for the interviewee or the College, the President and/or Vice President of Instruction or designee, may conduct an interview with applicants interviewed by the screening committee.

6. References and application materials will be checked by the committee before candidates are referred to the President and Vice President of Instruction, or designee(s).
7. A minimum of three (3) candidates will be referred, in alphabetical order, to the Vice President of Instruction and President, or designee(s). The committee will develop and forward a summary of strengths and weaknesses for each of the candidates referred. If the committee is unable to refer three acceptable candidates, the committee chair will confer with the Vice President of Instruction.
8. All internal applicants for position openings will be notified of the disposition of their applications prior to the publication of the name of the successful applicant. An internal candidate who is not selected may request a meeting with the Vice President of Instruction to review the outcome of the process.
9. Screening committee members will turn in all screening criteria and related records to Human Resources. Records of all screening committee actions will be maintained on file in Human Resources in accordance with state and federal requirements.

#### **M. Adjunct and Temporary Faculty Positions**

1. Adjunct and full-time temporary positions will be opened internally within the College per (K)(7) or advertised externally at the request of the department.
2. Recommendations for hiring will be made by the division chair/department head to the Dean, and for full-time temporary positions, approved by the Vice President of Instruction.
3. Reference checks will be conducted by the department, the Dean, or screening committee prior to making an offer.
4. Application materials will be submitted to Human Resources before the position is finalized. Application materials for positions opened externally will be maintained in Human Resources.
5. An adjunct faculty member teaching in the current term shall be considered active. An adjunct faculty member who is not teaching in the current term but has taught in at least one of the six (6) academic terms shall be considered inactive. After six (6) consecutive terms without teaching, an adjunct employee shall be considered separated from the College. Upon returning to teach at the College, an adjunct who was inactive or separated shall retain the same seniority as when they were last active. If an adjunct teaches in summer term, they shall be considered active in that term; however, summer term shall be excluded from calculating number of inactive terms.



6. Adjuncts who are inactive but not separated from the College shall retain the following rights: the right to use their College email address for business related to the College; the right to be listed in the faculty directory; the right to access the same login-protected services they could access as an active professor (e.g., Canvas, CTCLink), and the right to access College library services as a faculty member.

#### **N. Special Programs Faculty Positions**

1. Special Programs positions shall be opened internally within the College per (K)(7) and then advertised externally at the request of the department and approved by the Vice President of Instruction. Internal openings will be processed by the affected department; external openings will follow the tenure-track process. Although the hiring process for a special programs faculty is more in-depth than an adjunct or temporary faculty position, the process for Special Programs faculty does not shorten or replace the hiring process when a full-time, tenure-track position becomes available.
2. Special Programs appointments may be renewed in subsequent years; faculty will be notified of academic year special programs appointments by June 30, contingent upon funding.

#### **O. Individual Contracts**

1. Upon appointment, all tenure candidates will receive a letter of appointment followed as soon as possible by an annual written contract stating their obligations to the College, their placement on the appropriate salary schedule, the annual salary, and the manner of payment. All special programs, temporary, and adjunct faculty members will receive written notification of their obligations and payment amounts.
2. The typical faculty contract will specify the number of contracted workdays (currently 173). For most faculty, the contract days will coincide with those designated in the academic calendar adopted by the Board of Trustees.
3. Faculty whose work assignments are not tied directly to the instructional calendar (for example, counselors and librarians) may be issued contracts specifying workdays during times when classes are in recess and faculty are not involved in scheduled activity. However, the total number of contracted workdays will not exceed that specified in the calendar for that academic year without extra compensation to the affected faculty member.
4. The College will provide contracts to each tenure-candidate and tenured faculty member prior to the end of Spring Quarter of the preceding academic year.
5. Each faculty member who intends to return to employment in a tenured or probationary appointment will notify the College by signing the individual contract and returning it to the personnel officer no later than fourteen (14) calendar days after its delivery. Failure to return a contract on a timely basis, where there is proof of delivery, means the faculty member does not intend to return to the tenured or tenure-candidate faculty appointment and no longer desires to be

employed by the College.

6. The Vice President of Instruction, at the request of a faculty member, may, for good cause, waive or extend deadlines for returning contracts.
7. All academic employees at the college hold the academic rank of Professor.

**P. Application Process for Associate and Benefitted Positions**

1. To improve job security for adjunct instructors, benefitted positions and associate faculty contracts will be assigned annually as described below.
2. If necessitated by the immediate needs of the department and if benefitted positions are available, adjunct faculty may become benefitted before going through the application process. In all other cases, benefitted positions and associate contracts may be assigned to affiliate faculty (adjuncts who have completed nine or more terms of teaching experience) according to the following procedure.
  - a. After the number of new benefitted positions and associate positions has been determined, the deans and the Vice President of Instruction will allocate a number of open benefitted positions and/or associate positions to departments based on instructional needs by May 1st. Nothing precludes an adjunct from applying to both benefitted positions and associate positions.
  - b. Once new benefitted positions and associate positions have been allocated to the departments, the department or division chair will send an email to notify adjunct faculty how to apply for the benefitted positions and/or associate positions.
  - c. By June 1<sup>st</sup>, department or division leadership will screen applicants and forward their recommendations to the instructional dean for approval.

Instructor availability, including courses and mode of instruction, may be used as filters to screen out applicants who cannot fill department needs. Other screening factors include:

- 1) Length of service to the College.
- 2) Contributions to department, program, and college goals, including diversity, equity, and inclusion.
- 3) Qualifications to teach designated courses, including education background, experience, professional development, and innovations in course delivery and development.
- 4) For associate positions, priority may be given to applicants who already have benefits.

Full-time and associate faculty members within the department shall vote on criteria for items (2) and (3) every spring quarter.

3. Associate faculty contracts will offer teaching load of at least 50% of a full-time teaching load averaged over the academic year for a period of two (2) years. Associate faculty's teaching load during the two-year contract period shall only be reduced if both of the following circumstances

apply:

- a. one or more of the associate faculty's assigned sections are cancelled due to low enrollment and
  - b. all other class sections that the associate faculty is qualified to teach are staffed by full-time faculty. In all other circumstances, associate faculty will be offered an adjusted teaching assignment to maintain the annual teaching load as documented in the associate faculty contract.
4. The number of associate faculty contracts offered each year will be based on the number of affiliates teaching spring term of the preceding academic year. The number of affiliates in the calculation will exclude any full-time employees at the college who have affiliate status.

Calculations: At least 20% of affiliates must be associates at a minimum of 66% of full-time teaching load. Beyond this, at least 10% of affiliates must be associates at a minimum of 50% of full-time teaching load.

5. All associate faculty contracts may be renewed on the approval of the Division Chair and the Unit Dean. Notification of associate faculty appointments for the subsequent academic year will occur no later than June 30. In cases where a contract is not renewed, the associate will receive written notice with a brief explanation of the reason for non-renewal. During the annual contract period, associate faculty will be afforded due process as described in Article III.A. and shall only be dismissed for sufficient cause.
6. Associate faculty are eligible for medical benefits if they meet the eligibility criteria established by the Public Employees Benefits Board of the State of Washington. Associate faculty are encouraged to consult with Human Resources staff to determine medical benefit eligibility.
7. Associate faculty must attend at least one department or instructional unit meeting per quarter, for which they will be compensated at the Other Assignment rate. Associate faculty shall submit their meeting hours by the 15th of the final month in the quarter for which they are to be compensated.

## **Q. Affiliate Faculty**

1. Eligibility for adjunct faculty to obtain affiliate status requires a minimum of nine (9) quarters teaching at Clark (including summer). Tenured, tenure candidates, special programs and full-time temporary faculty teaching moonlight are paid the affiliate rate.
2. The affiliate rate is paid only for lab and lecture credits.
3. Once an adjunct faculty member or other College employee has qualified for affiliate status, he or she retains that status even if the employee has retired or left the college and then returns.
4. Prior service time of adjunct faculty will be recalculated to include time under contract as a full-time temporary or special programs faculty member. No retroactive payment will be made to faculty who qualify for the affiliate rate as a result of this recalculation.

## **R. Adjunct Scheduling**

1. The following criteria will be considered when scheduling adjunct faculty:
  - a. Availability to teach the course(s).
  - b. The faculty member's qualifications to teach the course(s). Preference may be given to faculty with unique qualifications to teach the course(s).
  - c. Length of service to the College.
  - d. Department needs to develop adjunct faculty and to meet College goals around diversity, equity and inclusion.
  - e. Preference may be given to faculty to teach a course that they have designed, developed or significantly redesigned.
  - f. Balancing loads to meet College commitments in associate contracts.
2. Adjunct teaching loads may be adjusted to maintain individual benefits and maintain benefitted slots.

## **S. Work Week/College Day**

1. The standard work week consists of forty (40) hours. Although the work week usually consists of five (5) consecutive eight (8) hour days, faculty members may not necessarily be restricted to a specific schedule of hours; therefore, they will work during such periods as their duties require. However, the forty (40) hour work week will remain standard. As with other staff members, teaching faculty are expected, over the quarter, to average eight (8) hours per contracted day in their professional pursuits of which an average of at least five (5) of those hours will be on campus.
2. A full-time load for librarians and counselors will be understood to be 35 hours per week on campus. Like other faculty members, librarians and counselors work during such periods as their duties require, the forty (40) hour work week remaining standard.

## **T. Work Year – Full-Time Faculty**

1. The work year covered by this Agreement consists of one hundred seventy-three (173) contracted work days. Compensation for activities beyond the work year is based upon the following:
  - a. All credit courses taught are paid in accordance with the applicable adjunct faculty rate.
  - b. Program Directors are paid on the basis of 1/173 of the applicable annual salary schedule rate.
  - c. Counselors and librarians are paid at the lecture rate.
  - d. All other instances are paid at the Other Assignment rate.
2. The academic work year of 173 days normally will be served during the Fall, Winter and Spring quarters. However, a faculty member, with the approval of the Vice President, may elect to work a full load during the Summer quarter. Such approval will not be unreasonably withheld. If the Summer quarter is worked by a faculty member, the faculty member may elect to take off the Fall, Winter or Spring quarter of that fiscal year with a maximum adjustment of three mandatory faculty orientation days during fall quarters. When summer quarter substitutes for winter or spring quarters, the substitutions will be considered equal.
3. Full-time faculty who are required by the Unit Dean to teach over the summer to fulfill year-round vocational/technical program responsibilities shall be paid their full-time salary pro-rated for their teaching load.

## **U. Adoption of the Academic Calendar**

1. The process of developing the biennial academic calendar begins with the Vice President of Instruction presenting a proposed academic calendar to a College calendar committee consisting of fifty percent (50%) faculty members appointed by the Association, including at least one adjunct faculty member, and fifty percent (50%) other individuals appointed by the College President. The proposal(s) of the calendar committee will be published for comment and consideration.
2. With the concurrence of the calendar committee, the Vice President of Instruction will present a proposed biennial academic calendar to the President no later than January 30 of the applicable year.
3. The President may seek the counsel of the administrative staff for the purpose of making further adjustments and refinements to the proposed academic calendar. If a change is warranted, the calendar committee will be apprised of the recommended change(s) before the change is adopted officially. Changes may not result in exceeding the maximum negotiated faculty contracted days.
4. The President will present the proposed calendar to the Board of Trustees for adoption.

## **V. College Closure or Delays**

1. The College will provide a safe and healthy working environment for all faculty members so faculty members will not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being.
2. No faculty member will be required to remain after the College has given notification to close the faculty member's work site. Conditions that require the closing of the building(s) for students will apply equally to all faculty members.
3. When the President or designee cancels classes or suspends operations, faculty members will not be required to report to work and will suffer no loss of pay or benefits, provided the closure is five (5) contracted days or less and instructional requirements can be accomplished within the established calendar. In the event the closure is greater than five (5) contracted days, the President will meet with the Association to resolve how to adjust the College calendar.
4. When the President or designee delays classes, faculty are not required to report to work until the time designated for classes to begin.
5. When the President or designee cancels classes or suspends operations during a contracted day, faculty members will be permitted to leave immediately after students are dismissed.
6. Faculty members not reporting for work when classes are being held will submit a Leave Form and will be charged sick leave in half-day increments.

## **W. Temporary Job Reduction**

1. A full-time tenured employee may request for one quarter, two quarters, or for one full academic year, to reduce to less than full-time. The reduction of compensation will be pro rata to the full-time base. Full-time is defined as classroom teaching, advising, committee work, and other contractually required responsibilities. This option is subject to the approval of the Instructional Dean, and the appropriate Vice President. Requests for such reduction will normally be made at least two (2) quarters (including Summer quarter) in advance of the reduction.
2. Such job reductions are subject to annual reapplication and re-approval. If approved, the faculty member retains the right to return to full-time status, unless otherwise specified in the approval. If the employee reapplies for a temporary job reduction and is denied, the employee reverts to full-time status.

## **ARTICLE IV – SALARIES AND BENEFITS**

### **A. Salary, Salary Payments, Compliance**

1. Salaries during the term of the Agreement are contained in Appendices A and B.
2. All compensation owed to a faculty member who is leaving the College will, upon request, be paid on the next regularly scheduled pay date, upon completion of College checkout procedures.
3. The College agrees that it will pass through to the faculty 100% of the funds available from the state for cost-of-living increases pursuant to RCW 28B.50.465. The effective date of salary increases will be in accord with the Legislative Appropriations Act.

### **B. Initial Placement**

1. Full-time faculty will be placed on the “A” step of the Full-Time Faculty Salary Schedule (Appendix A), except in extraordinary cases where market conditions necessitate placement at the “B” step. The Vice President of Instruction will inform the AHE of exceptions that place new faculty at the “B” step.
2. In the event a special programs faculty member is hired into a tenure candidate position, the faculty member will be placed at the same salary step held as a special programs faculty member.
3. In the event a previously employed faculty member is rehired into a faculty position after having resigned, placement will be at the same step as paid on at the time of the resignation. In addition, the returning faculty member may qualify for a step increase if 12 or more advancement units not previously used for movement have been accumulated.
4. Required degree(s) must be from an accredited institution(s) listed in the current Accredited Institution of Post-Secondary Education (American Council of Education)

### **C. Advancement After Placement**

1. Tenure-candidate, tenured, and special programs will advance one step for each twelve (12) “advancement units” earned. Advancement units can consist of a combination of “experience”, “academic credit”, and “credit equivalents” which are defined as follows:
  - a. Each full year of service (Fall, Winter and Spring Quarters at full load) to the College earns five (5) advancement units. Credit for partial years of service and/or terms of service, except for sabbaticals, will be calculated on a *pro rata* basis.
  - b. Academic credits must be approved in advance by the Instructional Dean or supervisor and the appropriate Vice President. The credits must be directly related to the faculty member’s teaching responsibilities, or part of an educational plan to receive a degree or certificate. Appeals of the Vice President’s decision are to be considered by PPAC, which will submit

its recommendation to the President for final decision. Courses taken on tuition waiver will be recognized by the College for faculty salary advancement and/or vocational certification, provided they are related to the faculty member's teaching responsibilities. Such credits must have been earned within the six (6) years immediately preceding the year in which they will count for advancement; credits earned prior to tenure-track faculty appointment may not be counted. Alternative Learning Experience credit may not be applied to salary advancement. It is the responsibility of the individual faculty member to request from Human Resources or the personnel officer, salary schedule recognition for academic credits, as well as to provide substantiation that credits have been earned. Preferably, this should be reported in the spring and must be reported to Human Resources no later than June 30. Material reported after June 30 will not be considered for salary schedule advancement until the following academic year. Each academic credit will equal one advancement unit.

- c. Credit equivalents must be approved by PPAC. Such units recognize pertinent research, writing, attendance at workshops and conferences, related work experience, as well as the achievement of professional designations such as Certified Public Accountant (CPA). Workshops and conferences at the college expense will be recognized by the College for faculty salary advancement, provided they are related to the faculty member's teaching responsibilities. Requests for such credits must be initiated by the faculty member and submitted to PPAC by June 1 for approval by June 30 in order to be considered for the next academic year. Prior approval should be sought from the committee before undertaking such endeavors. Each credit equivalent will equal one advancement unit.
2. With the exception of tenure step advancement, a faculty member may advance only one step on the salary schedule every other academic year.
3. When a faculty member is awarded tenure by the College, he or she will receive a promotional increase of one-step on the Full-Time Faculty Salary Schedule, effective the beginning of the academic year following the granting of tenure.
4. Credits or degrees must be from an accredited institution listed in the current Accredited Institutions of Postsecondary Education (American Council on Education).

**D. Non-Tenure Track Faculty Appointments (Adjunct, Affiliate, Special Programs, Temporary)**

1. Neither an offer of non-tenurable employment, nor an appointment, nor any policy, rule, or regulation will be construed as providing the employee with any expectation of reemployment by the College beyond the specific time limits of the individual contract.
2. It is the intent of both parties that non-tenure track faculty who have undergone tenure review should be accorded the benefits of that review if appointed to a tenure-track position. Non-tenure track faculty who participated in a tenure review process under the provisions the September 22, 1997, December 1, 1994, or July 9, 1992, Agreements, may count those reviews toward the award of tenure. This provision does not apply to persons who are separated from Clark College employment as a faculty member for more than two consecutive quarters.



3. Adjunct faculty will be paid at the other assignment rate per hour for attending department, division, unit, CCAHE, contractual committee, or College-wide committee meetings approved by the College. For committee meetings in which the adjunct is a formally appointed member, it is the responsibility of the adjunct to report any hours to their respective instructional dean, and the College will compensate them within 30 calendar days.

#### **E. Insurance Benefits**

1. The College will provide all insurance benefits allowed and funded through the State.
2. Consistent with rules and regulations of the Public Employees Benefits Board, eligible faculty members have several options from which to select and include in a benefits package.
3. Adjunct faculty who are employed on a quarter-to-quarter basis become eligible for insurance and retirement benefits beginning with the second consecutive quarter of half-time or more employment at one or more Washington State institutions of higher education, provided that:
  - a. For determining eligibility, Spring and Fall are considered consecutive quarters; and
  - b. “Half-time or more employment” for adjunct faculty means one half or more of the applicable load as described in Article VI, F, or those librarians and counselors who are assigned to work seventeen and one half (17.5) hours or more per week for any quarter.
  - c. At the beginning of each quarter, Human Resources will notify, in writing, all current and newly hired adjunct faculty of their potential right to benefits under this Section. The adjunct faculty member will have the responsibility, each quarter, to notify the College and other colleges, in writing, of the faculty member’s multiple employment. In no case will there be a requirement for retroactive coverage or College contribution if an adjunct faculty member fails to inform all of his or her employing institutions about employment at all institutions within the current quarter, and
  - d. Concurrent employment at more than one Washington State higher education institution must be used to determine total faculty employment of half-time or more.

#### **F. TIAA/CREF/TERS-Eligibility**

1. The personnel officer is responsible for providing faculty members with information concerning available retirement plans.
2. The College agrees to follow the rules of Chapter 131-16 WAC in the provision of TIAA-CREF benefits. Copies of the rules will be made available upon request.

#### **G. Retirement/Resignation Early Notification Stipend**

1. To assure sufficient time for an effective search for a replacement, the College will provide a

one-time stipend to faculty in tenured positions who provide notification to the College by October 1 prior to the calendar year of retirement or resignation. Tenured faculty who have at least ten (10) years of service, including temporary, special programs, probationary and tenured faculty appointments, as of their last date of employment, will receive a \$10,000 stipend; tenured faculty with less than ten (10) years of service as of their last date of employment will receive a \$5,000 stipend.

2. To qualify for this payment, the President must receive signed, written notification from the faculty member, including the last date of employment. Payment of the stipend will be made to the employee in a lump sum in the final paycheck.
3. The stipend will not count for contributions to or in calculating benefits from a retirement system.

#### **H. Professor Emeritus status for full-time and part-time faculty**

Faculty holding the title of Professor Emeritus (retired faculty) shall retain the right to use the College library and gym. Emeritus library privileges include: borrowing of Clark College library items and Summit items and access to off-site research databases. Professor emeriti are subject to employee borrowing policies and gym fees.

#### **I. Summer Quarter**

1. Work assignments during Summer quarter will be voluntary for faculty on academic year appointments.
2. All positions in the program will be opened to current tenured and tenure candidate faculty members before they are opened to adjunct faculty.

#### **J. Pay Periods**

1. Faculty members, other than adjunct, shall be paid one twenty-fourth ( $1/24$ ) of their annual salaries twice each month. Faculty shall be paid seventeen twenty-fourths ( $17/24$ ) of their salary September through May and seven twenty-fourths ( $7/24$ ) in June. Appropriate deductions for the summer months are made on the June payroll.
2. Adjunct faculty members shall be paid semi-monthly. Pay dates for adjunct faculty will be listed on the appointment notice each quarter.

#### **K. Class Cancellation**

1. When continuing classes do not have the minimum enrollment, the Instructional Dean, after consulting with the division chair, will take into consideration the following criteria for exemptions.

A class will not normally be canceled if:

- a. the course is required for certificate or degree completion;
  - b. it is the continuation of required course sequence in major where cancellation would significantly curtail student progress or the continuation of a viable major program, or the academic component to a co-curricular activity;
  - c. the course is funded by grant or contract funding, experimental or start-up offerings;
  - d. the course is required in-load for a faculty member, other than adjunct, who cannot be switched to another section;
  - e. it is part of a sequential course offering.
2. In the event of class, section or program assignment cancellation within seven (7) calendar days from the scheduled start of the affected class, associate, affiliate and adjunct academic employees (excluding full-time who are teaching moonlight) shall be compensated \$100 per class in addition to remuneration for any class time or contact hours actually performed.

#### **L. Class Capacity**

For the majority of classes, a minimum of fifteen (15) students is considered instructionally and economically defensible. Maximum class size will not exceed the capacity recorded in the master class list.

#### **M. Substitution**

##### **1. Faculty, Other than Adjunct**

- a. In the event of an emergency which would require a faculty member, other than adjunct, to be absent four (4) hours or more, it will be the responsibility of that faculty member to notify the appropriate administrator who will, if possible, arrange coverage.
- b. If a faculty member is requested and agrees to assume an overload of four (4) contact hours or more in a quarter to cover a colleague who is absent, the faculty member will be compensated from the adjunct faculty salary schedule.
- c. In the event of an emergency which would require a faculty member, other than adjunct, to be absent from 1-3 days, it is the responsibility of that faculty member to notify the appropriate administrator. The administrator will, if possible, arrange coverage. Upon return, the faculty member will complete, and forward for processing, the appropriate Leave Form.
- d. If a faculty member is absent for an extended period of time, a temporary replacement may be hired with the approval of the Vice President of Instruction or President.

##### **2. Adjunct Faculty**

When an adjunct faculty member cannot meet his or her class(es), it is the faculty member's responsibility to notify the appropriate administrator. Options available to the adjunct faculty member are:

- a. arranging to make up the time;
- b. arranging a substitute approved by the appropriate administrator who will substitute at no cost;
- c. having the Instructional Dean arrange coverage. Adjunct faculty who cover classes shall be paid per diem.

**N. Deferred Compensation/Tax Sheltered Annuities**

- 1. The College will offer a deferred compensation plan under the rules established by the Committee for Deferred Compensation.
- 2. Participation in tax sheltered annuities is allowed as described in Clark College Administrative Procedure 630.037

## **ARTICLE V – LEAVES**

### **A. Reporting Absences**

1. Faculty members will report all absences to the person designated by the appropriate Vice President, Division Chair, or supervisor to record and report such absences.
2. Faculty members not reporting for work when classes are being held will submit a Leave Form and will be charged sick leave in half-day increments.

### **B. Sick Leave**

1. Family and personal illness, injury, quarantine, bereavement, or emergency are valid reasons for using sick leave. Faculty who are absent for reasons covered by sick leave are expected to report sick leave taken to Human Resources on the appropriate Leave Form.
2. Accumulated leave for illness, maternity, injury, bereavement, and emergency will be transferred from other State agencies to the College. Accumulated leave earned with any Washington State common school district will be transferred to the College.
3. A doctor's certificate or other proof of illness or enforced quarantine may be required before payment for days of absence due to illness, injury, or quarantine. Notice of that requirement will be provided to the faculty member by Human Resources.

### **C. Sick Leave Accrual**

1. A faculty member, other than adjunct, accrues 8 hours of sick leave each month for the period September 1 through August 30. Ninety-six (96) hours are credited upon probationary appointment; no additional hours are added during the first year of employment. Thereafter, continuing faculty receive eight (8) hours of sick leave at the start of each month of employment on contract. For non-contracted months in which no other work is performed, the faculty member will receive eight (8) hours per month, credited at the end of each month to the non-compensable (auxiliary) sick leave account. If work is performed during these non-contracted months, the eight (8) hours per month will be credited to the compensatory sick leave account at the end of the month.
2. Full-time faculty may accrue sick leave from year to year without limit.
3. Adjunct faculty will earn the prorated portion (based on full-time faculty load) of eight (8) hours of sick leave per month in each month in which compensation is received. Adjunct faculty may accrue sick leave from quarter to quarter, year to year without limit.
4. Sick leave buy-out will be found in Section O of this Article, "Attendance Incentive Program."

#### **D. Leave From Duties Due to Health**

1. Any probationary or tenured faculty member may, at the discretion of the President or designee, be granted a leave of absence without pay for reasons of health, normally specified for a period of not less than three (3) months nor more than two (2) years. Such leave may be extended in cases of serious health conditions, but normally will not exceed two (2) years.
2. A faculty member who is unable to return to work because of illness, and whose sick leave is exhausted, may be placed on unpaid leave for a period of up to two (2) years by the President or designee.
3. Upon return to work, the faculty member may be required to provide to the College a written statement from a physician certifying the ability to return to full-time service.

#### **E. Fitness for Duty Examination**

When the College has evidence that a faculty member's ability to perform an essential job function may be impaired by a medical condition, or that the faculty member suffers from a medical condition that could pose a direct threat to the faculty member or others in the workplace, the College may require the employee to submit to a fitness-for-duty examination. The College will pay the costs associated with any such examination.

#### **F. Maternity-Related Disability and Parenting Leave**

1. Pregnant faculty members may take unpaid leave for the entire period of any maternity-related disability. If eligible, the faculty member may be entitled to leave under the federal Family and Medical Leave Act ("FMLA"), and/or for leave and benefits under the Washington Paid Family and Medical Leave Act ("PFML"), both of which run concurrently with maternity-related disability leave. Faculty members taking maternity-related disability leave are required to use any paid sick leave before taking unpaid leave, unless they are receiving PFML benefits for such leave. While faculty members are using accrued leave, the College will continue providing paid health insurance to the faculty member on the same basis that those benefits are provided during regular employment. Once accrued leave is exhausted, and where benefit continuation is not required by the FMLA and/or PFML, faculty members on unpaid maternity-related disability leave may continue their health insurance coverage by paying the full premium cost for that insurance.
2. A leave of absence will be granted to faculty members for the purpose of bonding with their natural newborn, adoptive or foster child. Parental leave may extend up to one (1) year, including time covered by the FMLA and PFML, during the first (1<sup>st</sup>) year after the child's birth or placement. Thereafter, he or she will return to his or her job under the same terms and conditions as any other faculty member consistent with College policy on leaves of absence. Parental leave is unpaid, but eligible faculty members may apply for paid PFML leave as part of parental leave.

3. To be entitled to leave under this Section, a faculty members will inform their supervisor in advance, to the extent possible, of intention to take leave and the approximate time they expect to return to work.

#### **G. Bereavement Leave**

Up to five (5) days of paid bereavement leave will be granted for the death of any family member or household member as defined in this agreement that requires the employee's absence from work.

#### **H. Leave From Duties Due to Jury Duty or Court Summons**

1. A faculty member, full-time or part-time, serving jury duty will be excused for that purpose without loss of pay.
2. A faculty member subpoenaed to appear as a witness in a case in court, unless a party to the matter at issue, will be excused for that purpose without loss of pay. A copy of the subpoena will be provided to the Personnel officer or designee. Any witness fees paid will be paid to the College if testimony is during instructional time.

#### **I. Military Leave**

1. Military leave will be granted without salary or other faculty member benefits, except that each twelve (12) month period of military service, or major fraction thereof, may be counted as a year of prior service credit for faculty salary advancement to a maximum of three (3) years. This applies only to faculty members hired prior to the request for military leave.
2. According to Washington State law, faculty members will be granted leave with pay at the request of the armed services to attend annual required training for Reserves and National Guard up to a maximum of twenty-one (21) contracted days per each twelve-month period beginning October 1 and ending September 30.

#### **J. Other Leave**

Any faculty member who is a representative to or an officer of a state, regional, or national education organization at a state, regional or national convention, or is on the program of such convention, may attend at no expense to the College and with prior approval of the Vice President of Instruction. Such approval will not be unreasonably denied.

#### **K. Emergency Leave and Personal Leave**

##### **Emergency Leave**

1. A leave of absence will be given to faculty members for emergencies. Such time will be deducted from the faculty member's accumulated sick leave. Normally, such leaves will not exceed three (3) days per request, however such leaves may be taken in half-day increments.

2. In general, emergencies will include matters necessary to the personal, professional, or family well-being of the faculty member which cannot be attended to at any time other than during a contracted day, and the circumstances of scheduling are not under the employee's personal control.

#### Personal Leave

1. Full-time and Associate academic employees will receive three (3) days per academic year for personal leave. Personal days are to be utilized during the academic year. These days are not cumulative from year to year.
2. Adjunct and Affiliate academic employees will receive one (1) personal leave day for each quarter in the academic year that they are assigned classes. These days are not cumulative from quarter to quarter.
3. All faculty teaching summer term will receive one (1) personal leave day that is useable only during the summer term.
4. Academic employees who have taken a personal leave day will follow established college procedures for reporting leave. Personal leave will not be deducted from the academic employee's accumulated contractual leave. Academic employees will not be required to state any reason for the leave other than the term "personal." The academic employee taking the personal leave, if necessary, will arrange class coverage at no additional cost to the College.

#### **L. Leave Without Pay**

Tenured or probationary faculty members will apply to the appropriate Vice President through their Instructional Dean for leave of absence without salary or other faculty member benefits for:

1. Professional improvement through advanced study or creative activity related to his or her discipline.
2. Professional consulting, adjudicating, or research activities.
3. Foreign or domestic exchange teaching (unless reciprocal salary arrangements exist) but providing that such teaching experience may be used for credit for salary advancement on the approved salary schedule.
4. Professional improvement through study of actual conditions in public or private service as a faculty member or intern.
5. Other purposes which, in the opinion of the President or designee, will enhance the efficiency or effectiveness of College operations.

#### **M. Sabbatical Leave**

1. Sabbatical leaves are granted to tenured faculty members for the purpose of providing



opportunities for study, research, and creative activities for the enhancement of the College's instructional and research programs. The applicant is required to submit a plan outlining the purposes of the leave and how the time will be spent.

2. Tenured faculty members currently in at least their sixth (6<sup>th</sup>) year of service at the College (since either having been hired in a tenure-track or special programs faculty position, or having completed a previous sabbatical leave) are eligible to apply for up to three (3) academic quarters of leave from contracted responsibilities to the College for the next academic year. The percentage of the sabbatical leave award will be calculated on the basis of the faculty member's contracted salary.
3. Sabbatical leaves will not be granted in excess of four percent (4%) of full-time faculty based upon the previous contract year. First priority for sabbaticals granted will be for retraining of faculty members who might be impacted by any potential RIF.
4. The aggregate cost of sabbatical leaves awarded at the College during any year, including the cost of replacement personnel, will not exceed one hundred fifty percent of the cost of salaries which would have otherwise been paid to personnel on leaves.
5. PPAC will establish and publish deadlines and relevant policies for sabbatical leaves.
6. Each sabbatical application will be evaluated on its own merits, and must be consistent Chapter 28B.10.650 RCW which states such leaves will be for the purpose of providing opportunities for study, research, and creative activities for the enhancement of the College's instructional and research programs.
7. PPAC recommendations are made to the appropriate Vice President based upon the six criteria listed below:
  - a. Value of the project to the College/unit/department
  - b. Quality of the project and proposal
  - c. Any potential RIF application
  - d. Feasibility of achieving the goals of the project
  - e. Length of service to the College
  - f. Equitable distribution of sabbatical leave among College departments.
8. The sabbatical leave applicant may use any of the three (3) options listed below. Each will be considered a full sabbatical leave:
  - a. Away from assigned duties three (3) quarters – paid at sixty-five percent (65%) of the regular salary rate.
  - b. Away from assigned duties two (2) quarters – paid at seventy-five percent (75%) of the regular salary rate for those quarters away.
  - c. Away from assigned duties one (1) quarter – paid at one hundred percent (100%) of the regular salary rate for the quarter away.

9. The projected costs of leaves and replacements for any one fiscal year will not exceed \$90,000 over the budgeted cost of the positions granted leaves. Furthermore, the application of this Section will not be permitted to cause the total cost to exceed the limits established by Chapter 28B.10.650(4) RCW.
10. A sabbatical leave contract must be executed as a condition of the sabbatical leave.
11. Sabbatical leaves are subject to the following conditions:
  - a. Following completion of sabbatical leave, a faculty member is expected to return to the service of the College for a period equal to the length of the sabbatical leave. Otherwise, the faculty member will be obligated to reimburse the College for the full amount of the remuneration received under the terms of the leave.
  - b. Whenever possible, the College will place a faculty member returning from sabbatical leave in the same or similar position, unless otherwise rified pursuant to this Agreement.
  - c. A faculty member taking sabbatical leave will be credited with advancement on the salary schedule as if he or she had worked the full academic year.
  - d. While on sabbatical leave, sick leave is not accrued.
  - e. Should a sabbatical leave be interrupted by the death of the faculty member, the estate will not be held liable for the salary paid. Should a faculty member become disabled while on leave to the extent that the faculty member is physically unable to resume duties for the College, that faculty member will not be held responsible for repayment of the remuneration received.
  - f. No later than the end of the first quarter after return to the College, recipients of sabbatical leave must submit a written report concerning the value of the leave to the person and to the College. This must be submitted to the Vice President of Instruction, through the Instructional Dean or other supervisor, for submission to the Board of Trustees.
12. Recipients should recognize that accepting a sabbatical leave constitutes making a contract with the College to perform the activities identified in the approved proposal. They should also be aware that, based upon that agreement, the College normally issues an employment contract for a replacement. Should recipients subsequently be unable to perform the approved activities, there is no assurance that they will be able to return to their College duties for that period. A mutually agreed upon alternative program of activity will be developed.
13. Normally a faculty member's total compensation during a sabbatical from all sources including the College will not exceed the equivalent of the full-time salary that would have been paid by the College. This requirement may be waived by the appropriate Vice President if:
  - a) The faculty member must relocate to a high cost area, or
  - b) The faculty member has a significant educational opportunity which carries a substantial stipend.

## **N. Faculty Exchange Programs**

1. Tenured faculty members may participate in faculty exchange programs with the approval of the Instructional Dean/department head, the appropriate Vice President, and the President.
2. Faculty exchange appointments will not normally exceed one (1) year.
3. A faculty member on an approved faculty exchange will retain seniority, wages and other benefits affecting faculty member compensation and employment rights.
4. Whenever possible, the College will place a faculty member returning from exchange in the same or similar position, unless the faculty member is dismissed in accordance with the Reduction in Force procedures described in Article IX.

## **O. Attendance Incentive Program**

1. An attendance incentive program exists for faculty members of the College who are eligible to accrue sick leave. No employee may receive compensation under this Section for any portion of sick leave accumulated at a rate in excess of that allowed by state law.
2. The following specific procedures apply in administering the attendance incentive program for faculty:
  - a. Compensation for Sick Leave on an Annual Basis. Eligible faculty members will receive monetary compensation for accrued sick leave as follows:
    - i. In January of each year, and at no other time, a faculty member whose year-end sick leave balance in the compensation account exceeds sixty (60) days (480 hours) may choose to convert unused sick leave days accrued in the previous calendar year to monetary compensation.
    - ii. The first twelve (12) days utilized in any calendar year will be from the compensation account. Additional days in any calendar year will be deducted from the non-compensable account until it is depleted. Thereafter, days from the compensatory account will again be utilized.
    - iii. No sick leave days may be compensated which would reduce the calendar year-end balance in the compensation account below sixty (60) days (480 hours).
    - iv. Monetary compensation for converted compensable hours will be computed by multiplying .25 by the faculty member's current hourly rate of pay. This rate is then multiplied by the total eligible sick leave to arrive at the amount to be paid the faculty member.
    - v. All hours converted to compensation will be deducted from the faculty member's compensation account balance.

- vi. Unused sick leave eligible to be converted to monetary compensation pursuant to this Section will not exceed, for any single calendar year, a number of days equal to the number of months, or major fraction thereof, of contracted employment of an eligible faculty member during the calendar year.

**P. Compensation at Retirement or Death – VEBA Program**

1. The College offers a Voluntary Employee Benefit Association (VEBA) program, which allows the transfer of sick leave buyout compensation to a VEBA account. The funds in the account may be used to pay medical premiums and other medical expenses. All individual retirees must participate in the VEBA program if the AHE has elected to participate for that calendar year.
2. At the time of separation due to retirement or death, an eligible faculty member, or the faculty member's estate, will receive remuneration for one-fourth (1/4) of the hours in the faculty member's compensation account. The payoff will be made within sixty (60) days of the effective date of separation, unless the VEBA program is in effect. If the VEBA program is in effect, faculty members may, upon request, receive a written estimate of the retirement contribution that will be made to their VEBA account. The College will include on the Human Resources website information relating to VEBA benefits.
3. Any faculty member who separates from College employment for any reason other than retirement or death will not be paid for accrued sick leave.
4. Compensation for unused sick leave will not be used in computing the retirement allowance; therefore, no contributions are to be made to the retirement system for such payments, per the provisions of RCW 28B.50.553.
5. Unused sick leave attributable to a period of prior employment with any Washington State agency will be eligible for conversion to monetary compensation at retirement.

**Q. Shared Leave Program**

1. The College has a shared leave program which is administered by Human Resources in accordance with the provisions of Chapter 41.04.655-670 RCW. Faculty members who are eligible to accrue sick leave are eligible to donate and receive shared leave.
2. Faculty members may donate sick leave to an eligible faculty, staff, or administrative employee of the College, or to an eligible employee in another Washington State agency, who has exhausted, or soon will exhaust, all accrued annual and sick leave, and is in danger of being placed on leave without pay or terminated due to severe extraordinary illness, injury, or impairment to themselves, a relative or a household member. College employees, as a group, may donate up to 40 hours a year to an employee in another State agency.
3. A faculty member who has an accrued sick leave balance of more than sixty (60) days, may request the transfer of a specified amount of sick leave to another employee, who meets the criteria stated above, by submitting a Shared Leave Donation Authorization

form.

4. Faculty members may donate up to 48 hours of sick leave during any twelve-month period.
5. A faculty member may not donate sick leave days that would result in his or her sick leave balance dropping below sixty (60) days (480) hours.
6. To be considered for receipt of shared leave donations, a faculty member must complete a Shared Leave Request form, which includes medical certification from a licensed physician or health care practitioner verifying the faculty member's required absence, the nature of the medical problem, and the expected date of his or her return to work.
7. Sick leave includes leave accrued pursuant to Article V, Section C, of this Agreement.
8. While a faculty member is absent and receiving donated leave under this Section, they will receive the same treatment in respect to salary, wages and benefits as the faculty member would normally receive if using personally accrued sick leave.

**R. Paid Family and Medical Leave**

Eligible faculty are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A.05-.50. Faculty will pay associated premiums as determined under RCW 50A.10.030 through payroll deduction. The College shall pay any remaining portion as required by law.

## **ARTICLE VI – GENERAL WORKING CONDITIONS**

### **A. Academic Freedom**

1. The College subscribes to the 1940 “Statement on Academic Freedom and Tenure” issued by the American Association of University Professors and the Association of American Colleges as endorsed by the American Association of Colleges for Teacher Education, the Association for Higher Education, the National Education Association, and other professional groups.
2. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.
3. The faculty member is entitled to freedom in the classroom in discussing subjects, but should be careful not to introduce controversial matter which has no relation to the subject.
4. All members of the College community are to be treated with respect and with sensitivity to the impact of words and opinions.
5. Faculty members have the exclusive right and responsibility to determine grades and other academic evaluations of students.

### **B. Conflict of Interest/Nepotism**

1. A faculty member will not participate in any activity such as hiring, supervision, evaluation, or discipline of a relative or household member, as defined below, or any other person in whom the faculty member has a vested interest.
2. “Relative” will be limited normally to the faculty member’s spouse, child, stepchild, grandchild, grandparent, or parent.
3. “Household members” are persons who reside in the same home who have reciprocal duties to and provide financial support for one another. This term includes, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general residence when the living style is primarily that of convenience rather than based upon personal relationship.

### **C. E-Mail**

While it is recognized that total email privacy cannot be guaranteed, the College does not randomly monitor email messages, and will only monitor electronic communication with probable cause or a substantial suspicion of wrongdoing, or at the direction of the Attorney General’s Office.

#### **D. Privacy of the Classroom**

The Instructional Dean, Vice President of Instruction, the President (or designee) or others authorized to evaluate may observe classes. Faculty must be notified at least 24 hours before a formal class evaluation. Faculty members may authorize other visitors to observe a class.

#### **E. Faculty Member Tuition Waiver Benefits**

1. The College offers educational benefits for faculty members under the following conditions:
  - a. Faculty members who work half-time or more may enroll in state-supported classes on a space-available basis.
  - b. Faculty members will be charged a nonrefundable registration fee of five dollars (\$5) per term quarter. Charges beyond the basic tuition and operating fees, such as change of registration, class fees, books and supplies are the faculty member's responsibility unless the class is being taken as part of an approved faculty development project.
  - c. Attendance in class will be on the faculty member's own time, during non-working hours, unless otherwise approved by the Instructional Dean. Work schedules may be adjusted to accommodate taking a class with the approval of the Dean. Pursuant to this paragraph, there are no additional limits on the number of courses faculty members can take, other than those limits that govern all students.
  - d. A faculty member registering for tuition-exempt course work is not entitled to receive student benefits.
  - e. Faculty members may request tuition waiver for any classes except self-support courses.
2. The registration procedure for such classes is:
  - a. College faculty members may register no sooner than the first day of class. Approval of the Vice President of Instruction and Instructional Dean is necessary if the class is intended for salary movement or is taken during normal working hours.
  - b. Employee Tuition Waiver forms are available from Human Resources.

#### **F. Full-Time Faculty Teaching Load**

1. Loads will be assigned by the Vice President of Instruction or designee. A full load will be computed from contact hours in accordance with the following:

Department	Dept. Abbr.	Dept. Load
Accounting	ACCT	15
Addictions Counselor Education	ACED	15
Allied Health	AH	16
Career and Academic Preparation	CAP	16
American Sign Language	ASL	15
Anthropology	ANTH	15
Applied Management	BASAM	15
Art, Lecture	ART	15
Art, Studio	ART	16

Astronomy	ASTR	15
Automotive	AUTO	18
Biology	BIOL	15
Business	BUS	15
Chemistry	CHEM	15
Communications Studies	CMST	15
Digital Media Arts	DMA	15
Computer Science	CSE	15
Computer Technology	CTEC	15
College Essentials	COLL	15
Cuisine	CUIS	24
Professional Baking	PBAK	24
Dental Hygiene	DH	16
Diesel Technology	DIES	18
Early Childhood Education	ECE/ECED	15
Economics	ECON	15
Education	EDUC	15
Electronics	ELEC	18
Engineering	ENGR	15
English/Professional Technical Writing	ENGL/PTWR	13
English as a Second Language	ESL	16
Environmental Science	ENVS	15
Family Life – Parent & Child	FLPC	21
Surveying & Geomatics	SURV	18
Focus on Mature Learning	FML	15
GED	GED	16
Geography	GEOG	15
Geology	GEOL	15
Health	HLTH	15
Health Information Management	HIM	16
Health/Physical Education	HPE	15
History	HIST	15
Honors	HONS	15
Human Services	BASHS	15
Intensive English Language Program	IELP	15
Journalism	JOUR	12
Library	LIBR	35
Medical Assisting	MA	16
Management	MGMT	15
Mathematics	MATH	15
Mechatronics	MTX	18
Music	MUSC	16
Network Technology	NTEC	15
Nursing	NURS	14
Nursing (Clinical\Lab)	NURS	30
Nutrition	NUTR	15
Pharmacy Tech	PHAR	16
Philosophy	PHIL	15
Physical Education	PE	16
Physical Science	PHSC	15
Physics	PHYS	15



Phlebotomy	PHLE	16
Political Science	POLS	15
Psychology	PSYC	15
Sociology	SOC	15
Theatre	DRMA	12
Tutoring	TUTR	30
Welding	WELD	18
Women's Studies	WS	15
World Languages	JAPN/SPAN/ASL	15

2. Courses which do not fit directly into any of the above categories will be negotiated for load value with the Vice President and Instructional Dean. Faculty members who teach courses of more than one type will have loads in each type prorated to fit the totals represented by a full load.
3. Workload is a composite of many factors, some of which all faculty share and some that may vary in time commitment. Factors to be considered in evaluating workload may include, but are not limited to:
  - a. contact hours;
  - b. office hours;
  - c. number of preparations;
  - d. evaluation of student work;
  - e. number of students;
  - f. advising students;
  - g. keeping abreast of rapidly changing fields;
  - h. committee assignments;
  - i. curriculum development and review;
  - j. equipment purchase and maintenance;
  - k. development of off-campus sites for student placement;
  - l. developing and/or maintaining business and industry contacts;
  - m. hiring and supervising staff and adjunct faculty;
  - n. resources - aides, support staff, etc.;
  - o. other unique factors.
4. Persons responsible for determining workload will examine:
  - a. factors a-o, above;
  - b. student/faculty ratios by State CIP code and discipline;
  - c. measurable historical trends in relevant factors, above.
5. Negotiations on faculty load will occur in conjunction with salary negotiations.

## **G. Moonlight Assignments**

1. Full-time faculty will be given priority for moonlight assignment. However, normally no faculty member will teach more than six (6) hours of moonlight assignments per quarter. With the exception of summer quarter, moonlight assignments over six (6) hours must be approved by the Unit Dean in consultation with the Division Chair.
2. Full-time faculty will be paid for moonlight assignments in accordance with the applicable affiliate rate (Appendix B). Moonlight assignments will be paid on a quarterly basis for contact hours in excess of those established in Section F.1. above, provided such hours do not represent an exchange for hours to be performed in a subsequent quarter during the same academic year. Nursing and Dental Hygiene departments will have moonlight assignments calculated at the higher lecture rate.
3. Moonlight Calculation Formula

To maintain consistency in the calculation of compensation for moonlight assignments, the following rules will be applied:

- i. Moonlight assignments will be expressed as a percentage of full-time load. If a faculty member teaches in multiple departments, total load will be calculated as a proportion of the teaching load in each department.

*Example.* A faculty member teaches 16 contact hours in a department with a teaching load of 15 and receives 40% release time. Teaching load is  $16/15 = 106.67\%$ , and total load is  $106.67\% + 40\% = 146.67\%$  (46.7% moonlight assignment rounded to 46.5%).

*Example.* A faculty member teaches 10 contact hours in a department with a 13 contact hour load and 5 credits in a department with a 15 contact hour load. Total load is  $10/13 + 5/15 = 110.26\%$ .

- ii. To convert moonlight assignment percentage to compensation, moonlight percentage will be multiplied by the full-time teaching load in Article VI.F.1. in the AHE agreement. The resulting number of contact hours will be paid at the affiliate rate.

*Example.* A faculty member with 25% moonlight assignment in a department with contact hour load of 15 would be compensated at  $25\% \times 15 = 3.75$  contact hours at the current affiliate rate.

*Example.* A faculty member with 33% moonlight assignment in a department with contact hour load of 18 would be compensated at  $33\% \times 18 = 5.94$  contact hours at the current affiliate rate.

- iii. If the faculty member is teaching in two departments, moonlight will be calculated on the basis of the department in which the faculty member is teaching more than 50% of total load. If a faculty member is teaching exactly 50% of load in two

departments, moonlight will be calculated on the basis of the department with the higher load.

*Example.* A tenured faculty member teaches 9 contact hours in a department with a teaching load of 15 and 9 contact hours in a department with a teaching load of 16 and receives 25% release time. Total load is  $9/15 + 9/16 + 25\% = 141.25\%$  (41.3% moonlight rounded to 42.5%). The faculty member teaches 50% of total teaching load in each department, so the moonlight assignment compensation is  $41.25\% \times 16 = 6.6$  contact hours at the current affiliate rate.

*Example.* A full-time temporary faculty member is teaching 8 contact hours in a department with a 13 contact hour load and 10 contact hours in a department with a 15 contact hour load. Total load is  $8/13 + 10/15 = 128.21\%$ . The faculty member teaches more than 50% of total load in the department with a teaching load of 15, so the moonlight assignment compensation is  $28.21\% \times 15 = 4.23$  contact hours at the current affiliate rate.

- iv. If a faculty member teaches a combination of lecture and lab, moonlight will be calculated on the basis of a faculty member's current term lecture/lab teaching assignment. If lecture contact hours are 50% or more of a faculty member's current term load, moonlight will be calculated on the basis of the current affiliate lecture rate. If lecture contact hours are less than 50% of the faculty member's current load, moonlight will be calculated on the basis of the current affiliate lab rate.

*Example.* A faculty member in a department with a teaching load of 18 teaches 12 lecture contact hours and 8 lab contact hours. The total teaching load is  $20/18 = 111.1\%$  (11.1% moonlight assignment). Moonlight compensation is  $11.1\% \times 18 = 2.00$  contact hours at the affiliate lecture rate.

*Example.* A faculty member in a department with a teaching load of 18 teaches 4 lecture contact hours and 18 lab contact hours. The total teaching load is  $22/18 = 122.2\%$  (22.2% moonlight assignment). Moonlight compensation is  $22.2\% \times 18 = 4.00$  contact hours at the affiliate lab rate.

## **H. Additional Assignments**

1. Sponsorship of all student clubs and organizations will be on a voluntary basis.
2. Faculty members attending those functions for which academic attire is required shall have said attire furnished by the College at no charge.

## **I. Advising**

1. Faculty advising interactions include the following: (a) informing students of program and completion requirements for their respective disciplines; (b) helping students gain knowledge about career and further education opportunities in their field; (c) developing comprehensive education plans with students; (d) providing appropriate transcript evaluations; (e) making accurate referrals to needed support services; and (f) serving as content experts for students.
2. The Unit Dean will consult with faculty division leadership to assign student advising

caseloads. Faculty who choose to provide advising services are expected to document the advice given to students in ctcLink in order to support college-wide advising efforts and use established college software and technologies. New faculty advisor training will be offered Fall, Winter, and Spring quarters and will be co-led by a faculty subject matter expert and Academic Advising through the Teaching and Learning Center and at minimum cover the six responsibilities enumerated in (1) above in addition to documenting notes in ctcLink. Faculty who elect to co-lead this training will submit a timesheet and be paid at the Affiliate Rate within 30 days of timesheet submission. This training is required to be eligible for the faculty advising stipend. To continue to be eligible for the faculty stipend, returning faculty advisors will be required to attend a shorter advisor training session every three years to be apprised of updates. Said training shall also be offered Fall, Winter, and Spring and be co-led by faculty subject matter experts and Academic Advising. Part time faculty will have the opportunity to advise students but will not be required to do so.

3. Contingent upon completion of the required advising training, approved faculty advisors will receive \$25 (twenty-five) for each advisee per academic term. Faculty will be paid within 30 days of the end of the term and be based on a query of reported interactions noted within the following timeframe: +1 day after conclusion of previous term through the last day of current term.
4. At the discretion of the tenure committee, tenure candidates will receive advising training during the tenure process. However, if the candidate participates in advising, the evaluation of advising during the probationary period will be limited to (b), (e), and (f) in section 1 above.

#### **J. Special Projects**

Faculty facilitating independent study courses (Special Projects 290) will receive the Other Assignment hourly rate per student.

#### **K. ASCC Programs**

1. Faculty serving as program directors of the following Associated Students of Clark College (ASCC) funded programs are recognized as employees represented by the Association of Higher Education bargaining unit:

Archer Gallery  
Clark Art Talks  
Columbia Writer Series  
The Independent  
Instrumental Music  
Model United Nations  
Orchestra  
Phi Theta Kappa  
Phoenix  
Speech and Debate  
STEM NERD girls  
Student members of the American Dental Hygienists' Association

Student Nursing Association Clark College  
Theatre  
Vocal Music  
World Languages

2. The duties and responsibilities of the program directors of the above student funded programs are separate from a faculty member's normal instructional duties and therefore exempt from tenure consideration. Nothing in this section shall be construed as requiring ASCC or the college to maintain funding for the programs listed above.
3. Hiring for the above program director positions will be conducted by a committee consisting of one faculty from the relevant instructional area appointed by the Unit Dean, the Director of Student Life, and a student representative appointed by ASCC. The committee will follow the hiring procedures established by the college. Only overtime-exempt college employees may apply for the program director positions specified above.
4. Stipends funded by the ASCC will not be reduced below the 1989-90 budgeted amount for any faculty member who continues to perform such activities during the life of this Agreement.

**L. Availability to Students Outside of Class**

Full-time faculty will schedule a total of three (3) hours of time when they will be available online and/or face-to-face to consult with students. Faculty will post their availability in their course syllabi each quarter.

## **ARTICLE VII - INSTRUCTIONAL ISSUES**

### **A. Professional Development**

1. The participation of College faculty in such development activities as workshops, professional meetings, continuing education, curriculum development, and research is essential for the maintenance and growth of a quality educational environment at the College. Professional development also provides a means of preparing faculty members to move to new assignments.
2. Evaluation systems for tenured and probationary faculty provide a means of identifying individual development needs. Incentives for participating in professional development activities may include salary enhancement, release time, and sabbatical leaves.

### **B. Travel Approval and Reimbursement**

1. Travel requests that involve use of College funds or time must be routed through appropriate administrative channels. Faculty will receive a response to a request within ten (10) business days.
2. Out of country travel requires the approval of the President. Out of state travel requires the approval of the Vice President of Instruction or designee.
3. Assistance in identifying travel funding is provided by the appropriate Dean.
4. Faculty will be informed if reimbursement will require more than ten (10) business days to process.

### **C. Approval Guidelines**

1. Because usually only a limited amount of funds are available for travel (even when specifically identified in advance in grants or programs), the approval will be based on the amount of funds available, an equitable distribution of these funds among instructional units and divisions, the program requirements, the value to the College and the appropriateness of the request in relation to the following guidelines:
  - a. Can it be provided from available funds;
  - b. Is it a requirement of a grant, program or College directive;
  - c. Is it needed or required to conduct College-related business;
  - d. Is it a professional development or in-service activity that will result in a positive contribution to the individual and to the College;
  - e. Is the faculty member requesting travel funds an officer in an organization or a speaker at a conference which would provide benefit to the College?
2. Travel requests that are not usually approved are those that:

- a. Exceed the amount of funds available.
- b. Provide basic training or supplementary training for faculty who have been employed on the basis of their having had this training previously.
- c. Are for travel to business sessions of professional organizations (unless required by the College or unless it can be determined that the meeting is primarily for in-service training). Personal membership and payment of fees and dues are normally personal obligations of faculty members.
- d. Would result in inadequate job or class coverage.
- e. Relate to an event with an option to attend remotely.

#### **D. Individual Professional Development Allowance**

- 1. In addition to professional development funds which might otherwise be budgeted by the College, the College will provide each faculty member, other than adjunct, an allowance for professional development expense of four hundred dollars (\$400) per academic year. Unused funds may be carried over for one (1) year within the biennium to finance professional development activities. Funds may not be rolled over to a new biennium.
- 2. Such allowance must be used for lawful expenses associated with professional development such as, but not limited to:
  - a. Travel to and from professional conferences, seminars or meetings;
  - b. Paying fees and expenses for professional conferences, seminars or meetings;
  - c. Purchase of professional books and materials;
  - d. Subscriptions to professional magazines;
  - e. Dues in professional organizations.
- 3. The faculty member will submit a request for advance or reimbursement to the Instructional Dean for processing and approval.
- 4. The request for payment will include a brief description of the activity or material and its relationship to the professional development of the faculty member.

#### **E. Adjunct Faculty Professional Development**

- 1. The College will provide a professional development fund for adjunct faculty in the amount of \$30,000 annually. Adjunct faculty will request approval from the division chair and authorization by the dean, within the following guidelines: maximum individual expenditure: \$1200; maximum unit expenditure \$6000; provided that unused funds may be reallocated among the units. Adjunct faculty will be apprised of this fund during their initial orientation to the College.
- 2. Other faculty development funds are available to adjunct faculty from several sources. For more detailed information, adjunct faculty should contact their department chair.

3. Faculty professional development funds must be used for lawful expenses associated with professional development such as, but not limited to:
  - a. Travel to and from professional conferences, seminars or meetings;
  - b. Paying fees and expenses for professional conferences, seminars or meetings;
  - c. Purchase of professional books and materials;
  - d. Subscriptions to professional magazines;
  - e. Dues in professional organizations.
4. All faculty shall be required to complete annual Higher Ed Works training and Power, Privilege, and Inequity training. Higher Ed Works completion shall occur within the first 30 days of employment and annually thereafter. Part-time faculty shall be compensated annually for completing Higher Ed Works training and Power, Privilege, and Inequity training. Compensation for part-time faculty will be a total of five hours at the Other Assignment rate for Higher Ed Works and at least two hours at the Other Assignment rate for Power, Privilege, and Inequity training. Part-time faculty shall submit their training hours by the 15th of the final month in the quarter for which they are to be compensated.

#### **F. Intellectual Property Rights and Copyright**

1. All written and online materials, multi-media materials, inventions and products (collectively “Intellectual Property”) developed by a faculty member on his or her own time, which incur no more than incidental cost to the College, are deemed to be the property of the faculty member. Use of such Intellectual Property by the College is accomplished by standard procedures through publishers or negotiated agreements with producers.
  - a. Clark College shall not assert ownership, whether expressed or implied, of any faculty member’s course content and curriculum as the result of any processing, transfer, storage, archiving, delivery, or any other like action taken in and with the Clark College Learning Management System (i.e., Canvas).
2. Intellectual Property will be owned by the College if the faculty member was commissioned in writing and compensated by the College to develop the Intellectual Property (*e.g.*, with released time or stipends). However, faculty who create Open Educational Resources (OER) may license the OER under an open license.
3. The faculty member, using College resources for development, who wishes to market the Intellectual Property commercially, must submit an approved budget prior to the development from which he or she could reimburse the College for production costs.

All such transactions must be negotiated by means of a copyright/ownership agreement with the President or designee.

The written agreement is initiated by the faculty member. This request must be dated and signed by the President of the College or designee. If this agreement is not requested, the College may exercise all rights and privileges of ownership including the marketing of the



Intellectual Property and the granting of copyright permission at the discretion of the President.

4. The faculty member and the College may share both the costs and the rights and privileges of ownership when appropriate. All such transactions must be negotiated with the President or designee by means of a written agreement.

#### **G. New Faculty Orientation**

All newly hired probationary, special programs, and temporary faculty members will receive a faculty orientation during the first two weeks of their first quarter of teaching at the College. The orientation will be jointly developed by the Association and the College, and will include direction for new faculty to access this Agreement and the AHE. Human Resources will provide to newly hired faculty literature regarding AHE during the College's onboarding process. New faculty who are entering their first college level teaching employment may be provided with a faculty mentor (a tenured faculty member) assigned by the Division Chair or other supervisor. The mentor will work with the new faculty member for one year to assist in the adjustment to teaching at the college level.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

### **A. Grievance**

1. Nothing in this Article will be construed to preclude a faculty member from expressing concerns with regard to any item not covered by this Agreement through the normal administrative channels.
2. Faculty members may have grievances resolved without the intervention of the Association as long as the resolution is not inconsistent with the terms of this Agreement and a representative of the Association has been given the opportunity to participate in such resolution.
3. A grievance is hereby defined as an alleged violation by the College of the terms of this Agreement. An individual faculty member who has been aggrieved, or a group of faculty members who have been individually aggrieved, or the authorized Association representative, will have the right to present grievances. The grievance form may be found as Addendum E.

### **B. Grievance Process**

Grievances will be handled in the following manner:

#### **Step One**

The grievant and the Association representative, if requested by the grievant, may orally present the alleged grievance to the appropriate immediate supervisor and Vice President of Instruction. If the grievance is not adjusted orally, the grievance will be reduced to writing, dated and signed by the faculty member and the Association representative, if any involved, and will state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The immediate supervisor and Vice President of Instruction will be given the written grievance and will note receipt of the same by countersigning and dating the original grievance and will give a copy of the grievance to the Association representative. The Vice President of Instruction will answer the grievance in writing within ten (10) business days thereafter and will concurrently send a copy of the grievance and the answer to the authorized Association representative.

#### **Step Two**

If no settlement is reached at Step One, the written grievance may be submitted to the President or designated representative, provided it is filed with the President or designated representative not more than ten (10) business days after it is answered in Step One. Representative(s) of the Association will be present at any meeting called to consider the grievance at Step Two. The President or designated representative will send the written answer to the authorized Association representative within ten (10) business days. Such answer will be deemed to be the final position of the College.

### Step Three

If no settlement is reached at Step Two, the Association, acting through its President, may, in its sole discretion, within ten (10) business days after the date of the Step Two answer, notify the College that the grievance will be arbitrated, provided that the grievance presents an arbitrable matter as herein defined. The demand for arbitration will be submitted to the College President and the American Arbitration Association within twenty (20) business days of the Step Two answer.

### **C. Time Limits**

1. Any grievance not presented in writing as provided in Step One above within thirty (30) business days after the grievant knows or reasonably should have known of the occurrence of the event or the condition giving rise to the grievance will be waived for all purposes. If the AHE or grievant fails to act or respond within the time limits specified in this Article, the grievance will be deemed finally closed and settled on the basis of the College's last answer. If the College fails to respond within the specified time limits, the grievance will automatically proceed to the next step of the Grievance Process.
2. For purposes of this Article, business days will be defined as Monday through Friday, excluding recognized holidays and breaks between quarters. The day after the event, act or omission will be the first day of a timeline under this Article. In the event that a time limit under this Article ends on a weekend, recognized holiday, or during a break between quarters, the deadline will be extended automatically to the following business day.
3. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties; provided that such agreement will not be unreasonably withheld.

### **D. Arbitration**

1. Matters subject to arbitration will be referred to the American Arbitration Association or the Federal Mediation and Conciliation Services under voluntary rules.
2. Only grievances which involve an alleged violation by the College of a specific Section or provision of this Agreement, or any extension thereof, and which are presented to the College in writing during the term of this Agreement, and which are processed in the manner and within the time limits herein provided, will be subject to arbitration.

### **E. Jurisdiction of the Arbitrator**

1. Jurisdiction of the arbitrator is limited to:
  - a. Adjudication of the issues which under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and
  - b. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement; and

- c. The rendition of a decision or award in writing which will include a statement of the reasoning and grounds upon which such decision or award is based; and
  - d. 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.
- 2. The arbitrator will 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 will be consolidated for hearing before the arbitrator provided that an arbitrator will resolve the arbitrability of a grievance before hearing the merits of the grievance.
  - 3. No arbitrator will have the authority to remand an issue back to the parties for negotiations.
  - 4. The decision of the arbitrator within the time limits herein prescribed will be final and binding upon the College, the Association and the faculty members affected consistent with the terms of this Agreement.

**F. Fees and Expenses**

The fees and expenses of the arbitrator will be borne equally by the parties.

**G. No Reprisals**

No reprisals of any kind will be taken by the Trustees or the College administration against any faculty member because of participation in this grievance procedure.

**H. Personnel files**

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant(s).

## **ARTICLE IX - REDUCTION IN FORCE**

### **A. Circumstances**

1. This procedure is intended only to provide an orderly method by which faculty can be laid off under circumstances delineated in this Section.
2. Sufficient cause for reduction in force will be determined by one of the following:
  - a. Elimination or reduction of financing.
  - b. Elimination or reduction of program(s).
  - c. State Board for Community and Technical Colleges declaration of financial emergency pursuant to RCW 28B.50.873 under the following conditions:
    - i. Reduction of allotments by the Governor pursuant to Chapter 43.88.110(3) RCW, or
    - ii. 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.

### **B. Reduction in Force Unit Assignment**

1. The Vice President of Instruction will assign each probationer to a reduction in force unit at the time of appointment, ranked in accordance with the seniority procedure defined herein.
2. Tenured or tenure-candidate faculty members who wish to be placed in a second unit must apply during Spring quarter to be effective the beginning of Fall quarter. These lists will be made available to faculty members on or before October 1 each year.
3. Tenured or tenure-candidate faculty must meet one of the following qualifications to be placed on a second reduction in force unit:
  1. A baccalaureate degree or equivalent (45 quarter credits) in the discipline from a regionally accredited institution.
  2. A Master or Doctorate in the discipline from a regionally accredited institution or an institution determined by the AHE President and Vice President of Instruction to be of equivalent accreditation.
  3. Sufficient qualifications for vocational certification in the unit.
4. Changes in reduction in force lists will be made only at the request of the faculty member.
5. Any disputes regarding reduction in force unit assignment will be combined by the AHE President and, if not resolved by the Vice President of Instruction, submitted to expedited arbitration utilizing the American Arbitration Association within fifteen (15) calendar days of the publishing of the list. Costs of such arbitration will be borne equally by the affected faculty and the College.

### **C. Reduction in Force Units**

1. The following College reduction in force layoff units are hereby established:

Accounting	Geography
Addiction Counselor Education	Geology
Applied Management (BASAM)	Health Education
	Health Information Management
Career and Academic Preparation	History
Allied Health	
American Sign Language	
Anthropology	
Art	Human Services (BASHS)
Automotive Technology	
Biology	Intensive English Language Program
Business Administration	Japanese
	Journalism
	Library
Chemistry	
College Essentials	Mathematics
Communication Studies	Mechatronics
	Medical Assisting
	Music
Digital Media Arts	Network Technology
Computer Science and Engineering	
Computer Technology	Nursing
	Pharmacy Technician
Corrections	Philosophy
	Phlebotomy
Counseling	Physical Education
	Physics
Cuisine Management	Political Science
Cybersecurity	Professional Baking
Dental Hygiene (BSDH)	Psychology
Diesel Technology	Sociology
Early Childhood Education	Spanish
Economics	Theatre
Education	Welding Technology
	Women's Studies
EMT	
Engineering	
English	
English as a Second Language	
Family Life - Parent/Child	
Surveying and Geomatics	

2. Additional reduction in force units may be created in accordance with program additions or by mutual agreement between the College and AHE.

### **D. Pre-Reduction In Force Notification and Process**

1. In the event the College believes a layoff is necessary, the College will provide CCAHE with thirty

(30) calendar-days' prior notice, and representatives of the parties will meet to discuss layoff alternatives, including College-wide cost saving measures.

2. Information provided by the President for use in these discussions shall include but not be limited to:
  1. Enrollment and budget data for the preceding three (3) years, for the College and by units and departments;
  2. The number and duties of each faculty member in the affected unit and department, and enrollment projections, if possible;
  3. Lists of forthcoming faculty vacancies due to retirement, resignation, or leave;
  4. Consideration of full-time/part-time mix;
  5. Options for retirement incentives;
  6. Other pertinent data.

#### **E. Implementation**

1. Once the President determines the number of faculty members to be reduced in each unit, the President will observe the following order of reduction, by seniority:
  - a. Associate faculty
  - b. Full-time temporary faculty
  - c. Special programs faculty
  - d. Tenure candidates
  - e. Tenured faculty
2. The President will notify the affected faculty member in writing stating the reasons and effective date of the reduction in force.
3. The President will prepare a letter in support of the faculty member that clearly indicates that separation is due to financial emergency or program reduction and is not due to job performance and is without prejudice to the faculty member.
4. If a reduction in force is declared due to a program reduction/elimination, the College will provide support to the reduction in force tenured or probationary faculty reassigned to their second reduction in force unit in order to obtain additional certification or update qualifications.
  - a. Support may include options such as paid release time, tuition reimbursement, sabbatical, and other educational costs incurred by said faculty member.
  - b. A committee will study the options above and recommend a plan of support to the Vice President of Instruction. If the committee's recommendation is not accepted, the Vice President of Instruction will report back to the committee with reasoning and rationale. The committee will be comprised of the following: Associate Vice President of Human Resources, AHE officer, AHE appointed representative from unaffected instructional unit,

faculty member affected by reduction in force, Dean of the receiving instructional unit, and a faculty representative from the receiving department.

5. The effective date of termination is as follows:
  - a. In instances resulting from State Board for Community and Technical College declaration of financial emergency, the effective date of termination will be determined by the Board of Trustees.
  - b. In all other instances, the effective date of termination will be the end of the academic year in which the Board of Trustees makes the final determination.
6. If there are fewer than fifty (50) contracted days between the date of notification and the date of termination, the College will compensate the faculty members for the difference at their daily rate.

#### **F. Appeal Process**

1. Reduction in force tenured or probationary faculty have a right to request a formal hearing when being dismissed under this article. Said hearing will be initiated by filing a written request with the President within ten (10) calendar days after issuance of dismissal notice. Failure to timely request such a hearing shall cause separation from service of such faculty members so notified on the effective date as stated in the notice, regardless of the duration of any individual employment contract. As part of the request for hearing, the faculty member or members requesting a hearing may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28B.50.873. Where there is more than one faculty member affected by the reduction in force, such faculty members requesting a hearing must act collectively in making such request. Costs incurred for the services and expenses of such hearing officer will be shared equally by the College and the faculty member or members requesting said hearing.
2. The President will notify affected faculty members in writing ten (10) calendar days before the scheduled formal hearing.
3. The hearing will be an adjudicative proceeding pursuant to chapter 34.05 RCW, the Administrative Procedure Act, conducted by a hearing officer appointed by the Board of Trustees and will be concluded by the hearing officer within sixty (60) days after written notice of the reduction in force has been issued. The only issue to be determined will be whether under the applicable policies, rules or collective bargaining agreement the particular faculty member or members notified of severance are the proper ones to be terminated. At such hearing the Reduction in Force Tenure Review Committee may observe the formal hearing procedure and after the conclusion of such hearing offer its recommendation for consideration by the hearing officer. When more than one faculty member is notified of termination because of a reduction in force as provided in this Section, hearings for all such faculty members will be consolidated and only one such hearing for the affected faculty members shall be held, and such consolidated hearing shall be concluded within the required time frame.
4. The hearing officer within ten (10) calendar days after conclusion of such formal hearing will prepare findings, conclusions of law, and a recommended decision which will be forwarded to the Board of Trustees for its final action. Any such determination by the hearing officer under this Section will not be subject to further review by the Reduction in Force Tenure Review Committee



5. Faculty members choosing not to appeal will receive a stipend equal to 12.7 percent of the top step of the full-time faculty salary schedule in effect for that year.

#### **G. Seniority**

3. Seniority will be determined by establishing the date of the signing of the first tenure-candidate or tenured contract for the most recent period of continuous full-time professional service for the College which will include approved leaves of absence. The longest terms of employment as thus established will be considered the highest level of seniority. In instances where faculty members have the same beginning date of full-time professional services, seniority will be determined in the following order:
  - a. First date of the signature of a letter of intent to accept employment.
  - b. First date of application for employment.
4. A faculty member moving to an administrative position will continue to accrue seniority credit up to a maximum of five (5) years. Seniority credit will cease to accrue after the fifth year of administrative service but will resume upon return to a full-time faculty position.
5. Seniority on the second reduction in force unit is determined as follows:
  - a. Until June 30, 2005, seniority is determined in the same order as for the first reduction in force unit.
  - b. After June 30, 2005, seniority is determined by the date of request.

#### **H. Recall Rights**

1. Faculty members who have been separated from service as a result of this reduction in force procedure will have the right to be recalled.
2. Recall lists will be created and maintained by the College for each affected reduction in force unit. The names of each affected faculty member will be placed on the appropriate reduction in force unit lists according to seniority.
3. Recall will be in reverse order of reduction in force by reduction in force units to either a new or a vacant tenure-track, special programs, or temporary faculty position.
4. The right of recall will extend three (3) full academic years after the effective date of reduction in force.
5. Each reduction in force faculty member will keep the Human Resources Office informed of any change in address.
6. New hires will not be employed to fill tenure-track, temporary, or special programs faculty vacancies unless there are no qualified faculty members on the applicable reduction in force unit recall lists to accept the vacancies.
7. A reduction in force faculty member will have fifteen (15) calendar days to respond following actual receipt of written notice of an offer of recall to a full-time position. If the individual fails to respond, her/his recall rights will be waived.

8. A reduction in force faculty member who obtains additional certification, qualifications, or retraining while on a recall list may request to be placed on a second reduction in force list at any time.
9. A faculty member on recall will have the first right of refusal to any adjunct assignments in her/his reduction in force unit; provided, failure to accept such assignment will not alter recall rights to full-time vacancies otherwise established; and further provided nothing herein will require the College to consolidate adjunct positions into a full-time position. In the instances where a faculty member is on recall status, the number of adjunct assignments, if any, made in the applicable reduction in force unit will not be increased over the number in existence at the time of reduction in force by the equivalent of a full-time load or greater.
10. Upon recall, a faculty member will retain all benefits such as sick leave, tenure, retirement, and seniority that had been accrued to the date of reduction in force.
11. The College will notify the AHE in writing of all employment offers made to faculty on recall and the final outcome of such offers.

## **ARTICLE X – DURATION**

### **A. Uninterrupted Instructional Activities**

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

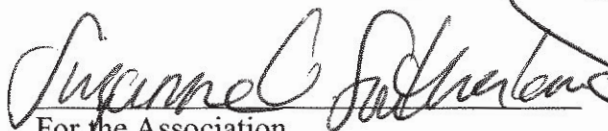
### **B. Duration**

This Agreement will remain in full force and effect upon execution to and including June 30, 2025. The Association reserves the right to reopen Appendices A and B in the event the Legislature provides funds for such purposes not already contemplated by this Agreement. Negotiations for a successor contract will commence no later than April 2025; however, the terms of this Agreement may be extended upon mutual written agreement of the parties.

This Agreement is entered into 9/26, 2023 at Vancouver, Washington by:



\_\_\_\_\_  
For the College  
Cristhian Canseco Juarez  
Board Chair



\_\_\_\_\_  
For the Association  
Suzanne Southerland  
AHE President

## **APPENDIX A: Full-Time Faculty Salary Schedule**

<i>Step</i>	<i>2023-24</i>
A	\$74,009
B	\$78,639
C	\$83,559
D	\$88,800
E	\$94,315
F	\$100,239
G	\$104,250

### **STIPENDS**

Vocational Certificate        \$777

Earned Doctorate            \$1,397

Clark College eLearning professional certification (completion of eLearning 101, 201, 210, Applying the Quality Matter rubric, Standards met in Quality Matters review) – one time \$500 stipend.

Faculty facilitating independent study courses (Special Projects 290) will receive the Other Assignment hourly rate per student per quarter.

All Clark Counselors will be reimbursed for licensure fees not to exceed \$1,200 per counselor per year.

## **APPENDIX B: Salary Schedule Adjunct, Affiliate and Associate Faculty**

### **Adjunct parity pay**

The parity-pay rate is intended to honor part-time faculty who sacrifice job security, advancement opportunities and sometimes benefits to serve Clark College students. Therefore, only part-time faculty who do not hold other employee positions at the College qualify for the parity-pay rate.

Effective July 1, 2019, the adjunct (Adjunct, Affiliate, Associate) salary rates of pay will be paid according to a new model, where the adjunct's salary is set as a percentage of the new full-time, Step A rate of pay found in Appendix A. Alternatively, adjunct faculty who would receive a greater rate of pay under the 9.0% general wage increase will receive the general wage increase until such time as the percentage of Step A is greater than said general wage increase. Both wage increases will be retroactively applied to all bargaining unit members employed at the time of ratification.

Effective July 1, 2022: the adjunct rate of pay will be 72% of Step A in Appendix A.

For example:

Parity pay is calculated as a percentage of the annual or per quarter salary for the full teaching load for each employee. The wage is based on a percentage of the base rate for full time faculty - \$62,049

For 13 load a workload of 10 credits would be  $10/13 = 76.9\%$  of 65% of full time (\$20,683 per quarter).  $\$20,683 \times 0.769 \times 0.65 = \$10,338$  per quarter.

For 15 load a workload of 10 credits would be  $10/15 = 66.6\%$  of 65% of full time (20,683 per quarter).  $\$20,683 \times 0.666 \times 0.65 = \$8,954$  per quarter.

For 18 load a workload of 10 credits would be  $10/18 = 55.5\%$  of 65% of full time (20,683 per quarter).  $\$20,683 \times 0.555 \times 0.65 = \$7,452$  per quarter.

In this example, the 18 load part-time faculty should be paid on the appropriate adjunct hourly rate, which will give a per quarter wage of \$8,423, including two finals.

When determining load for parity pay versus hourly pay based on appendix B, the determination will be made on total contact hours teaching, not on the type of contact (lab or lecture) in determining whether to apply parity pay. For example if a faculty member is teaching 6 hours of lecture and 4 hours of lab in a 16 contact hour department, their load will be considered as 10/16 for parity. This parity wage would be compared to a 6 lecture, 4 lab plus final exams wage found using appendix B and the greater of the two wages would be paid to the faculty member.

**Part-Time Faculty Salary Rates (Includes Counselors and Librarians):**

	2023-2025
Adjunct	
Lecture	\$ 85.48
Lab	\$ 73.01
Final	\$ 165.45
Affiliate	
Lecture	\$ 96.64
Lab	\$ 84.04
Final	\$ 189.09
Associate	
Lecture	\$ 98.22
Lab	\$ 85.35
Final	\$ 191.71
Other assignment	\$ 44.65
Librarians and Counselors	
Adjunct	\$ 85.48
Affiliate	\$ 96.64
Associate	\$ 98.22

Vocational Stipend (Associate adjunct) - \$777.00

Earned Doctorate (Associate adjunct) - \$1,397.00

Clark College eLearning professional certification (completion of eLearning 101, 201, 210, Applying the Quality Matter rubric, Standards met in Quality Matters review) – one-time \$500 stipend

Lecture

The traditional lecture class.

Lab

The typical straight lab situation in which the faculty member has full responsibility for grades, course content, and organization.

### Lecture/Lab Rate

A combination of rates depending on lecture and lab credits. The faculty member is paid at the lecture rate for the portion of the class that is lecture, and at the lab rate for the portion that is lab, as determined by the Office of Instruction 'Master Course File.'

### Other Assignments

The Other Assignments rate is paid for non-teaching faculty assignments. Assignments in this category are not considered in determining teaching faculty load.

### Stipend

A. A Stipend is an amount paid for an activity or project that takes place over a period of time above and beyond the employee's contractual duties. The remuneration paid to the employee is a flat dollar amount that is not based upon an hourly calculation.

B. Procedure:

- a. Stipend positions/projects will be advertised internally to appropriate campus constituencies when open and greater than \$500.00
- b. Faculty may petition the Vice-President of Instruction for a stipend of any amount when circumstances warrant.
- c. Stipend amounts greater than \$2,000 must be reviewed and endorsed by the AHE executive committee.
- d. Stipends for similar work will be compensated equitably.
- e. At the end of each quarter, including summer, a report listing stipends over \$500 paid to faculty members will be provided to the Clark College Association of Higher Education.
- f. Faculty members have the right to refuse stipend assignments.
- g. Stipends directly related to faculty positions are exempted from this section: Drama, Music, Journalism, and other co-curricular programs.

## **Appendix B.1: Clarification of Salary Basis--Moonlight, Adjunct, Affiliate & Associate Faculty**

### Method of Payment A

If enrollment in the courses below is 12 or higher, courses will be counted as in-load or paid at the regular moonlight or adjunct lab rates. If enrollment is less than 12, load or salary will be pro-rated based on tenth day enrollment ( $\text{Enrollment}/12$ ). For instance, if 6 students are enrolled in a 2-credit course listed below, the course would count as  $(6 \text{ students}/12 \text{ minimum enrollment}) \times 2 \text{ credit hours} = 1 \text{ contact hour}$  in-load or paid at the regular moonlight or adjunct lab rates. For variable credit courses, the calculation will be based on the specific number of credits taken by each student regardless of the number of students enrolled in the section.

(Dept)	199	Co-op Work Experience
AUTO	180	Professionalism in Automotive
ACED	210/211	Field Placement
BASHS	410/411	Field Placement
PHAR	118/128	PHAR Externship
PHLE	197	Phlebotomy Clinical Exp
CTEC	200	Help Desk Technician I
CTEC	201	Help Desk Technician II
CTEC	295	Capstone Experience

### Method of Payment B

Paid at the lecture rate.

BIOL	208	Field Studies
ENVS	218	Field Studies
GEOL	218	Field Studies

Example: If class offered for 4 credits, paid 1 lecture credit plus 3 lab credits. (Plus per diem)

### Method of Payment C

Paid a pro-rated salary based on enrollment at the end of the second week of the quarter (10<sup>th</sup> day). If a class is allowed to run with less than minimum enrollment, a pro-rated salary ( $\text{Enr}/15$ ) may be paid if arrangements are made in advance and approved by the Instructional Dean.

Example: 2 <sup>nd</sup> Year Language Classes	If 10 or more enrolled, paid full salary. If less than 10, paid pro-rated salary based on enrollment. ( $\text{Enr}/15 \times \text{salary}$ )
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### Combined Classes

Combined classes are paid as a single class. If one class in the cluster meets longer than the others, the faculty member will be paid the hours the longer class meets.

If classes have different combinations of lecture/lab hours, the faculty member will be paid maximum lecture credits, according to the Catalog Master, with the remainder of the total credits paid as lab credits.

### Team Taught Classes

Faculty members are paid according to percentage of total class each is teaching. Payroll forms are prepared for each participating faculty member. Each form indicates “T/T with \_\_\_”. Payment will not exceed the amount paid if taught by a single instructor.

### Exceptions

BIOL 011	Arranged open lab will be open (and paid .5 lab credit per student enrolled (rounded to the nearest 20). Examples: 15-30 enrolled/pay lab credit; 31-50 enrolled/pay 2 lab credits.
ECE 214	Learning Experience Lab
ECED& 120	All lab sections (AL, BL, etc.) are paid based on the number of students enrolled at the end of the 10 <sup>th</sup> day of the quarter.  3-6 enrolled 100% of 1 lab credit 2 enrolled 50% of 1 lab credit 1 enrolled 25% of 1 lab credit

### Learning Communities Compensation Variable

A one-credit variable will be applied to Learning Communities. (If the faculty member is within a credit of fulfilling load, the load will be considered whole.) The intent is that no faculty receive an overpayment notice (or bill) at the end of the term or academic year. Learning communities are defined as any grouping of classes in which students are expected to be enrolled simultaneously.

### Applied Music

Applied Music classes, MUSC 170-178 and 270-278, will be paid 10 lecture hours per student with enrollment established on the 10<sup>th</sup> day of the quarter.

### Focus on Mature Learning Classes

Most focus classes meet and are paid 1 or 2 lecture credits. Art classes meet and are paid 0.5 lecture credits/0.5 lab credit or 1 lecture credit/1 lab credit. Vigor in Mature Learning classes are paid as lab credits.

Focus on Mature Learning classes will not be included in adjunct faculty 100% workload calculations.

#### College 101 Classes (COLL 101)

COLL 101 classes do not count toward the 100% teaching load limit for adjuncts. The College 101 limit shall be four contact hours per quarter.

#### Community and Continuing Education Classes

Community and Continuing Education classes will not be included in adjunct faculty 100% workload calculations.

#### English Co-Requisite Workload

The compensation calculations for the English Department co-requisite classes will be the following:

c. English 101 + 099

5 credit class + 1 credit “other” = 5 credits + 3 contact hours

Compensated as 8 lecture hours or 8 lecture hours in-load

d. English 090

5 credit class + 1 credit “other” = 5 credits + 3 contact hours

Compensated as 8 lecture hours or 8 lecture hours in-load

#### Math Co-Requisite Workload

AHE and the College agree to a continuation of the workload agreement currently in place for 100-level 5-credit co-requisite remediation (or “Supplemental Instruction”) courses. That is, faculty will be compensated 10 contact hours in total for teaching these courses in recognition of the additional workload demands of the remediation component of the class (currently taught through blend of additional face-to-face class time and online remediation). This agreement will be modified at the request of the Math department to accommodate additional co-requisite course offerings and/or format revisions to the courses as necessary.

## **Appendix B.2: Workforce Education Fund Enhancements to Nursing Faculty**

The College's appropriation of funding for the purpose of salary enhancements for nursing faculty will be allocated as follows. The allocation of these funds is wholly contingent on this special legislative funding and may be modified by the legislature at any time. In the event legislative funding is diminished or eliminated, both parties will come together to meet to bargain changes within twenty-one (21) calendar days.

1. Nurse educators will receive a 31.5% supplement in addition to their regular salary rate to be paid quarterly. This enhancement will automatically renew absent legislative funding reductions.
2. Nursing educators shall be exempted from Article IV Salaries and Benefits, B.1. with regards to placement on the salary schedule.
3. Load reduction for Nursing faculty from 16 to 14.
4. 67% release time for (FT tenured) Nursing Dept Chair and \$3000 stipend for Nursing Dept Chair. Additionally, the College shall grant 186% release time for experienced tenured faculty Nurse Leads, which will initially be distributed as follows:
  - 1st & 2nd program quarter (50%)
  - 3rd & 4th program quarter (50%)
  - 5th & 6th program quarter (86%)
5. Release time may be redistributed by Nursing administration, following consultation with the faculty, to address program needs.
6. In the event that payments pursuant to this Appendix and any related agreements will exceed the special funding provided to the College in a fiscal year, the parties will meet to identify an expenditure reduction to match required expenditures to special funding.
7. The College shall bargain annually any remaining funds not utilized in the aforementioned provisions.

## **Appendix C: Academic Employee Job Descriptions**

### **Faculty Job Description**

Clark College is committed to hiring and retaining faculty who possess and demonstrate the knowledge, skills, dedication and passion to educate and advise students. As facilitators in the learning process, the faculty must be cognizant of the College's instructional goals. While appreciating and valuing the diversity of students of Clark College, the faculty must uphold academic standards, be engaged in professional development, and assist in the promotion of excellence at the College.

In order to achieve this, faculty members at Clark College:

- Keep current in the discipline. Renew skills and maintain currency by involvement in professional development activities;
- Teach assigned classes/labs incorporating documented course and program level outcomes;
- Provide appropriate means to assess student progress and provide timely feedback;
- Demonstrate respect for others;
- Demonstrate ability to work with others to achieve educational goals;
- Attend required meetings and activities, and serve on campus committees;
- Use appropriate teaching methods that will respond to varying student learning styles;
- Advise students, as required, accurately and appropriately;
- Effectively use computer applications for instruction and communication where appropriate.
- Stay abreast of current instructional technology;
- Demonstrate knowledge of the mission of the College, its student population, and educational goals;
- Engage in on-going curriculum review and development.
- In accordance with IPT-defined process, participate in program review and outcomes assessment activities that impact student success.
- Maintain Department standards.

In addition to the above duties, faculty in certain areas may also be expected to do the following:

- Promote the instructional program
- Work with the College Recruiter in actively recruiting students
- Attend advisory committee meetings
- Maintain inventory, repair, and order equipment and lab supplies
- Coordinate internships and cooperative experiences
- Develop articulation agreements with K-12 and higher education institutions
- Maintain vocational and/or professional certification, and obtain relevant industry certifications as needed
- Maintain program accreditation
- Establish industry contacts.

### Counselor Job Description

Counselors at Clark College perform a variety of duties including counseling, advising, consultation, coordination, and teaching. Counselors are certified professionals with a Master's degree in counseling, psychology or social work. Counseling is a complex helping process in which the counselor establishes a trusting and confidential working relationship focused on problem solving, goal setting, decision making, advocacy, communication, and behavioral interventions related to learn, life skills and college success. Counselors help people make choices and changes in their lives that will enhance their success in school.

Counselors at Clark College do the following:

- Counsel students and potential students to help clarify career/life goals.
- Provide instruction through classes, workshops and small groups. Counselors may choose to teach a minimum of one class per term (maximum 8 credits) in a department related to their area of expertise.
- Provide resources to assist in student retention including orientation and student success workshops.
- Provide assistance to faculty, staff, and administration in dealing with student class performance, emotional stresses, and behavioral interventions.
- Make presentations to faculty, staff, campus classes, and community groups.
- Support & encourage at risk students to enter and remain in school.

- Provide mental health support for persons experiencing job stress, job loss, and or career transition.
- Help resolve personal conflicts interfering with work or school.
- Provide short-term mental health care and student support services.
- Identify impediments to learning and college success.
- Advocate for students needing assistance.
- Provide information and referral to on and off campus resources.
- In accordance with IPT-defined process, participate in program review and outcomes assessment activities that impact student success.

Professional Counselors provide mental health care. The practice of professional counseling includes the diagnosis and treatment of mental (non-psychotic and non-medical), emotional, or behavioral disorders, including addictions, which may interfere with school. Counselors also provide psycho-educational opportunities aimed at the prevention of such disorders. Severely impaired individuals or those requiring long term counseling are seen by counselors in health services or referred to treatment providers in the community. Counselors provide short term counseling and teaching focusing on stress management, overcoming obstacles that interfere with school, overcoming math/test anxiety, teach assertiveness and coping strategies, and provide interventions aimed at ensuring college success and building self-esteem.

### Librarian Job Description

Librarians at Clark College are professionals with degrees from accredited Master's programs in library and information science. Librarians must have and maintain knowledge of a wide variety of scholarly information sources and follow trends related to publishing, computers and media in order to effectively oversee the selection and organization of library materials. Library faculty work in a collegial team setting to provide open and equal access to information, to promote information literacy across the curriculum, and to promote lifelong learning.

Librarians support the academic mission, vision, and values of the Clark community in the following ways:

- Promote student learning by providing access to information resources necessary to meet class requirements and succeed in college.
- Teach information literacy skills to students as part of a coordinated Library Instruction Program. Collaborate with faculty.
- Evaluate and select materials (books, journals, media, and electronic databases) to

support the college curriculum and meet the needs of the college community.

- Participate in overall library management and budget planning. Prepare and implement policies and procedures. Evaluate services and participate in long range planning.
- Manage and coordinate user services and activities including instruction, reference, circulation, and interlibrary loan.
- Manage and coordinate all technical service functions including acquisitions, serials, cataloging and preservation (book repair), with responsibility for supervision of materials budget encumbrance and expenditure. Hire, supervise and evaluate support staff.
- Plan, design and develop library-based information systems and services and provide leadership in the evaluation of information technologies.
- Manage the online integrated library system (library catalog). Maintain database integrity. Coordinate support services, including supervision of support staff, and serve as liaison to support services both on and off-campus.
- Coordinate and plan Web-based library services. Design, implement, and maintain the Library's Web pages
- Present workshops to the College community as appropriate.
- Stay abreast of emerging information trends and developments in the field through professional affiliations and personal research.
- Attend required meetings and activities and serve on campus committees.
- In accordance with IPT-defined process, participate in program review and outcomes assessment activities that impact student success.

#### Division Chair Job Description

Reporting to the Unit Dean, the Division Chair has the following responsibilities:

#### Division Chair/Department Head/Division Leadership Responsibilities

- Determine staffing, equipment, professional development, and curricular needs.
- With unit Dean, approve division/department expenditures in alignment with budget allocations.
- Establish and implement effective methods of communication with faculty within the division/department.

- Using the established Human Resources application procedures, forward Adjuncts and Full- time Temporary faculty for hiring.
- With the Unit Dean, ensure adjunct faculty peer evaluations are completed.
- Schedule and staff class sections in division/department in alignment with the college's enrollment management strategies and budget allocations.
- Manage student complaints in accordance with established policies and procedures.

#### Director positions:

1. Where there is an administrative or faculty Director assigned to a division, that individual will serve as Division Chair for that division (for example, Nursing and Dental Hygiene).
2. The Director position has additional responsibilities:
  - a. Significant accreditation requirements. In some situations, these mandate a Director for the program.
  - b. State/federal regulations that require significantly more time with reporting procedures and coordination beyond what is required of a Division Chair.

#### English Adjunct Coordinator Job Description

Reporting to the Unit Dean, the English Adjunct Coordinator has the following responsibilities:

- Attend meetings of the English Department's Composition Committee and bring adjunct issues and concerns to the committee's attention
- Coordinate scheduling of English adjunct instructors for classes each term, excluding Summer
- Maintain timely and effective communication with Office of Instruction, the college bookstore and others about adjunct staffing of English Department courses
- Coordinate recruitment, hiring, orientation, and evaluation of adjuncts
- Provide mentoring and advice to adjuncts as needed
- Maintain and organize department documents relevant to above duties

#### Mathematics Scheduler Job Description

Reporting to the Unit Dean, the Mathematics Scheduler has the following responsibilities:

- Coordinate recruitment, hiring, and orientation of adjunct Mathematics instructors



- Coordinate scheduling of adjunct instructors for all classes including number of sections, times offered, rooms and staffing assignments
- Observe and evaluate adjuncts as needed

### Adjunct Faculty Job Description

Clark College is committed to hiring and retaining faculty who possess and demonstrate the knowledge, skills, dedication and passion to educate students. As facilitators in the learning process, the faculty must be cognizant of the College's instructional goals. While appreciating and valuing the diversity of students of Clark College, the faculty must uphold academic standards, be engaged in professional development, and assist in the promotion of excellence at the College.

In order to achieve this, faculty members at Clark College:

- Keep current in the discipline. Renew skills and maintain currency by involvement in professional development activities.
- Teach assigned classes/labs incorporating documented course and program level outcomes; adjunct librarians and counselors will perform duties as listed in the librarian and counselor job descriptions.
- Provide appropriate means to assess student progress and provide timely feedback.
- Demonstrate respect for others.
- Demonstrate ability to work with others to achieve educational goals.
- Use appropriate teaching methods to respond to varying student learning styles.
- Effectively use computer applications for instruction and communication where appropriate.
- Demonstrate knowledge of the mission of the College, its student population, and educational goals.
- Maintain department curriculum standards.
- Affiliate faculty will attend required meetings and activities.

Adjunct faculty who accept additional duties, with the approval of the Dean or designee, will be compensated separately for the additional duties at the Affiliate rate for instructional work and the Other Assignment rate for non-instructional work. All additional duties assigned to adjuncts shall be reported to the AHE president.

### ASCC Program Director Job Description

The responsibilities of ASCC Program Directors will be:

- Support the policies of the College and the Associated Students of Clark College;
- Adhere to all college fiscal policies and procedures, including the initiation and completion of all necessary paperwork;
- Know and follow College procedures related to travel and purchases, keeping in mind timelines, deadlines, and safety of students;
- Provide appropriate and adequate direction and support of personnel and students involved in the program;
- Advise, support, and assist with coordination of activities, consistent with program purpose.

## **Appendix D: Tenure Documents**

### **Appendix D.1: TROC Concern/Contact Form**

Name:

Email:

Phone:

Mailing address:

Date:

1. What is your question/concern?
  
2. How are you connected to this question/concern?
  
3. Have you tried to resolve your question/concern through other parties or through other venues?  
If so, who did you contact and what was the outcome?
  
4. Please describe or attach any relevant information that the TROC should review in addressing your question/concern.
  
5. What would you suggest as a reasonable resolution to your concern (if applicable)?

Please submit this form electronically to [troc@clark.edu](mailto:troc@clark.edu).  
The form will be used for TROC purposes only.

Date Received by TROC: \_\_\_\_\_

Received by: \_\_\_\_\_

## Appendix D.2: Tenure Achievement Plan (TAP) Overview and Process

In the development of a Tenure Achievement Plan, it is paramount the Tenure Review Committee (TRC) discuss, create and formalize a TAP within a time frame that assures the Probationer is afforded reasonable time and assistance to complete the goals of the plan. The committee Chair shall facilitate the development of the TAP. However, development of a TAP may best be viewed as a group process involving active and thoughtful participation from all members of the TRC, including the Probationer. Further, a TRC is required to submit the TAP to the Tenure Review Oversight Committee for review so that the TRC and Probationer will be afforded feedback on the consistency of expectations across campus.

Once a Tenure Achievement Plan has been developed, signed, and dated by each TRC member and the probationer, the TAP shall be forwarded to the Tenure Review Oversight Committee (TROC) within ten (10) days for review and endorsement.

### SUGGESTED TIMEFRAME FOR TAP DEVELOPMENT

With the assistance of the TRC, the probationer should begin to draft a TAP after the probationer's initial first-quarter meeting with the TRC. This draft may then be reviewed by the TRC during the next first-quarter meeting and revised as needed. The intent is that the probationer and committee will have a draft to submit for TROC's initial review and comment by the end of the probationer's first quarter. Once TROC has reviewed this draft, TROC will contact the probationer and TRC chair with tentative approval or suggested revisions. The probationer and the TRC can then address TROC suggestions, if any, with the intended goal of signing and forwarding the TAP to TROC for final approval no later than the end of the probationer's second quarter. In the case that TROC does not approve the TAP signed by the probationer and the TRC, TROC will notify the TRC with further suggestions, and work with the probationer and the TRC until a mutually agreeable TAP is written. In the case that the probationer, the TRC, and TROC cannot agree on a final TAP, TROC will request mediation from the Vice President of Instruction.

Appendix D.3: Tenure Achievement Plan (TAP)

Probationer's

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Probationer's job title: \_\_\_\_\_

Date of hire for the Tenure-Track  
position: \_\_\_\_\_

Tenure Review Committee  
Chair: \_\_\_\_\_

I. List at least one, but not more than two, goals for each of the areas below:

- A. Teaching/Student Engagement
- B. Service to the Department, College, and/or Community
- C. Staying Current in the Discipline for which the probationer was hired as a content expert.

II. For each goal listed in I, state the specific, measurable objectives and timelines for determining success or satisfactory progress toward achieving the goal.

III. Identify the resource materials and assistance from the TRC, divisional management and the College required to help the probationer meet the goals listed in I.

TENURE ACHIEVEMENT PLAN (TAP)  
(Continued)

Signatures of Tenure Review Committee Members:

_____	_____
Committee Chair	Date
_____	_____
Faculty Member	Date
_____	_____
Faculty Member	Date
_____	_____
Administrator	Date
_____	_____
Student	Date
_____	_____
Probationer	Date

TENURE REVIEW OVERSIGHT COMMITTEE EVALUATION  
APPROVE:

Signature of TROC Chair:

\_\_\_\_\_ Date: \_\_\_\_\_

#### Appendix D.4: Consideration For Early Tenure

Probationer's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Probationer's job title: \_\_\_\_\_

Date of hire for the Tenure-Track position: \_\_\_\_\_

Tenure Review Committee Chair: \_\_\_\_\_

The granting of *early tenure* is outside the *Board of Trustees*'s general practice. Should the Probationer's Tenure Review Committee (TRC) request consideration for early tenure review, the probationer shall continue in the tenure review evaluation process per college and *WAC* guidelines pending any decision by the *Board of Trustees* regarding granting of early tenure.

To make a decision regarding the granting of tenure The *Board of Trustees* needs data and supporting documentation. A complete Tenure Notebook is required for any decision involving tenure. The Probationer has the opportunity to the Probationer's Tenure Notebook and include documents that provide the *Board of Trustees* with information that the Probationer believes will assist the Board in making this important decision. Such decisions are based on a Probationer's effectiveness in one's assignment, one's professional preparation and competence as evidenced by elements of the Tenure Notebook, and the recommendations of the TRC committee and the President.

The Board of Trustees shall either grant early tenure or recommend continuation of the tenure process.

#### PROCESS

It is the responsibility of the Probationer to review, understand and meet the minimum requirements outlined on the *Request for Early Tenure* form provided at the end of this appendix. The Probationer shall be responsible for compiling the documentation needed to validate the request for early tenure. In addition to providing information for a completed Tenure Notebook, the Probationer shall sign, date, and submit a *Consideration for Early Tenure Review* form to the TRC Chair.

Following submission of the Tenure Notebook and the *Consideration of Early Tenure Review* form by the probationer to the TRC Chair, the TRC shall discuss the probationer's request and review the Tenure Notebook with the TRC. All members of the TRC must unconditionally support the probationer's *request for early tenure review* for any such request to proceed. Additionally, should any member(s) of the TRC feel additional documentation, evaluation and/or guidance from the committee may be needed, the early tenure review process shall not proceed until such time that all TRC members feel all necessary steps have been completed.

If all members of the TRC agree that all conditions have been met by the Probationer, each TRC member shall then sign and date the *Consideration for Early Tenure Review* form. Once signed and dated, the *Form* is then included in the Probationer's Tenure Notebook with a letter of support from the TRC Chair to the Board of Trustees and the President.

The Probationer and the members of the TRC shall be prepared to appear before the Board of Trustees should the Board elect to consider the probationer's request for early tenure review. The *Board of Trustees for Clark College* reserves final authority under *RCW 28B.50.851* to grant tenure to the faculty.



CONSIDERATION FOR EARLY TENURE  
(Continued)

*The tenure committee requests consideration for the granting of early tenure from the Board of Trustees; furthermore, the committee submits that all of the following criteria have been met:*

1. The probationer has been actively and successfully engaged in faculty assignments and in the tenure review process at *Clark College* prior to this request for early tenure review;
2. The probationer has completed at least *three years* of cumulative, full-time, successful, employment within the last five years at Clark College prior to beginning the current tenure-track position;
3. The probationer's former position at *Clark College* included *like or identical job responsibilities* to the current, tenure-track position;
4. The probationer has completed and obtained all required certifications, classes, licensing, and other requirements related to the current, tenure-track position;
5. The probationer has completed and included in the Tenure Notebook annual performance reviews and student evaluations for that period of employment at Clark College prior to the current, tenure-track position.

*We unconditionally support this request for granting of early tenure and agree that the criteria shown above have been met.*

Signatures of Tenure Review Committee Member:

Committee Chair	Date
Faculty Member	Date
Faculty Member	Date
Administrator	Date
Student	Date
Probationer's Signature	

## Appendix D.5: Consideration For Extension of Tenure Review

Probationer's

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Probationer's job title: \_\_\_\_\_

Date of hire for the Tenure-Track  
position: \_\_\_\_\_

Tenure Review Committee

Chair: \_\_\_\_\_

Granting an extension of tenure review is outside the Board of Trustees's general practice. The probationer shall continue in the tenure review evaluation process per college and *WAC* guidelines pending any decision by the Board of Trustees. The Board of Trustees may schedule, at its convenience, a pre-tenure meeting with the Probationer and the probationer's Tenure Review Committee.

### PROCESS

All members of the probationer's Tenure Review Committee (TRC) must unconditionally support the request for an extension of tenure review with the request being documented on this form. Additionally, before requesting an extension of tenure review, the TRC must draft a Professional Development Plan (PDP) to be followed by the probationer during the extension period. The PDP must note the goal(s) that the Committee determined is (are) not being adequately addressed by the probationer. Additionally, the PDP must include specific, measurable outcomes to be met by the probationer; a list of resources and processes the probationer may use to meet these outcomes; and a timeline for the probationer to meet these outcomes. The PDP may be drafted in a preliminary meeting with the probationer's knowledge but without the probationer present but will be finalized in consultation with the probationer.

Once signed and dated by each committee member and the probationer, this form, and the PDP, will then be delivered by the committee chair to the Vice-President of Instruction not later than week two (2) of quarter eight of the probationer's tenure review process.

The Board of Trustees needs data that will facilitate an informed decision regarding granting an extension of tenure review. Decisions on whether to grant an extension of tenure review are usually based on the Probationer's effectiveness in his/her assignment, professional preparation and fitness for tenure, the recommendation of the committee and the President, and clear and compelling evidence that the Probationer is capable of meeting those areas outlined on the Probationer's Professional Development Plan.

The Probationer shall ensure the Probationer's Tenure Notebook is complete for submission not later than week two (2) of quarter eight of the tenure process. The Tenure Notebook shall also include a copy of the Probationer's Professional Development Plan.

The Probationer and the members of the Probationer's Tenure Review Committee shall be prepared to appear before the Board of Trustees should the Board elect to consider the request for an extension of tenure review. The Board of Trustees for Clark College reserves final authority under *RCW 28B.50.851* to grant, extend, or deny tenure to the faculty.

*We unconditionally support this request for an extension of tenure review and recognize that the following criteria have been met.*

1. The *Probationer* will be actively and successfully engaged in the tenure review process at *Clark College*;
2. An Professional Development Plan (PDP) has been established for the probationer, and there is unanimous agreement among the committee members that the Probationer is likely to meet or exceed the objectives set forth in PDP within the established time-frames;
3. The Probationer will have completed and obtained all required certifications, classes, licensing, and other requirements related to his/her current position.

Signatures of Tenure Review Committee Member:

_____ Committee Chair	_____ Date
_____ Faculty Member	_____ Date
_____ Faculty Member	_____ Date
_____ Administrator	_____ Date
_____ Student	_____ Date

## Appendix D.6: Meeting with the Probationer and Board of Trustees

### Pre-Tenure Board Meeting

The Board of Trustees may schedule, at its convenience, an informal meeting with a first year Probationer and his/her Tenure Review Committee.

### Board Review and Action on Tenure

In the fifth and eighth quarter of the candidate's probationary status, the Board of Trustees will receive summary recommendations from each Tenure Review Committee regarding the probationers. The Board will review each Tenure Review Committee's final recommendations and will review the Probationer's Tenure Notebook in the third and final year of the Probationer's tenure review.

During the Probationer's third year of the tenure review process, the Tenure Review Committee Chairperson must ensure that the probationer's information submitted for inclusion in the Tenure Notebook is up-to-date and on file for distribution to the Board of Trustees prior to their regularly scheduled meeting. The Trustees will review the Tenure Notebook and take final action on the granting of tenure during their regularly scheduled meeting following the eighth quarter of the candidate's probationary status.

### Fifth and Eighth Quarter Review

Closed Session: The Probationer and his or her Tenure Review Committee may be scheduled by HR to meet with the Board of Trustees in closed session. The Probationer may be asked to make a presentation; to discuss his/her Tenure Notebook; to share their experiences regarding the tenure review process; and to discuss student retention, recruitment and employment as related to their faculty position. The Board of Trustees may ask questions of both the Probationer and the Tenure Review Committee members. Questions usually center on the various aspects of the Probationer's assignment, professional qualifications, and the tenure review process. Such questions will be based on the information provided in the probationer's Professional Development Executive Summary or Tenure Notebook. The meeting with the Board usually lasts about thirty minutes. The Board may, at their discretion, request that other members of the Tenure Review Committee or the Tenure Review Oversight Committee (TROC) be present.

**Appendix E: Grievance Form**



***Clark College Association for Higher Education  
1933 Fort Vancouver Way  
Vancouver, WA 98663-3598***

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**Notice of Grievance:**

**Grievant:**

**Association Representative(s):**

**Subject of Grievance:**

**A: Factual Basis:**

**B: Provisions of the Contract Involved:**

**C: Remedy Sought:**

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CCAHE Union President or  
CCAHE Union Representative

DATE: \_\_\_\_\_