AGreement
by and between
CLARK COLLEGE
and the
CLARK COLLEGE ASSOCIATION FOR HIGHER EDUCATION/WEA/NEA

April 1, 2009
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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.

6. The College will bargain with AHE regarding the subcontracting of non-clerical duties included in bargaining unit job descriptions. Any consideration of subcontracting will not result in reduction of the number of full-time bargaining unit positions. Participation in academic governance will not decrease as a result of subcontracting.

B. Definitions

1. Academic employee - any teacher, 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.

3. Adjunct - A temporary non-tenure track faculty member hired through an informal process, for whom no tenure-review committee is appointed. Teaches 80 percent or less of a full time load each quarter. Employment in an adjunct faculty position is not applicable toward tenure, 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 meeting the criteria established in this Agreement.

5. Appointing Authority - the Board of Trustees of Community College District No. 14 or as delegated by the Board to the College President.

6. College - the Board of Trustees or designee(s).
7. **Contracted day** – one of 173 contracted work days as designated in the academic calendar.

8. **Day** – contracted day, unless specified otherwise, e.g., ‘calendar’ day.

9. **Faculty** - the collective term for the body of faculty members.

10. **Faculty Appointment** - employment as a teacher, counselor, librarian or other position for which training, experience and responsibilities are comparable as determined by the appointing authority, except administrative appointments as defined by law.

11. **Division Chair** – A faculty member granted release time to assume specified responsibilities for planning, leadership, personnel and management functions in an academic division. Reports to and evaluated by the Unit Dean.

12. **Faculty Members** - refers to teachers, librarians, and counselors. The term **academic employee** has the same meaning.

13. **Family members** - husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, grandchild, stepchild, or a child in the custody of or residing in the home of a faculty member.

14. **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.

15. **President** - the chief executive officer of the College or a person acting in that capacity.

16. **Probationary Faculty Appointment** - a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's terms of employment. Paid from the Full-Time Faculty Salary Schedule (Appendix A).

17. **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.

18. **Special Programs Faculty** - A non-tenure track faculty appointment for more than 80 percent of a full-time load, funded by special purpose monies and not eligible for tenure under the laws of the State of Washington. Employment in a special programs faculty appointment is not applicable toward tenure, and notice of non-renewal is not required. Paid from the Full-Time Faculty Salary Schedule (Appendix A).

19. **Temporary Faculty** - A non-tenure track faculty appointment for more than 80 percent of a full-time load, 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, and notice of non-renewal is not required. Paid from the Full-Time Faculty Salary Schedule (Appendix A).
20. **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 supercedes any previous agreements or understandings between the parties. In addition, this Agreement supercedes 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 supercede 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.

**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 will meet with Association representatives 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. Campus-wide Meeting Time

1. The College will establish a campus-wide meeting time on Tuesdays from 3:00 - 4:00 p.m. During that time, full-time faculty will not be assigned to meet with classes (excluding those who have an established practice and preference which conflicts with this schedule, and those whose clinic requirements do not allow this accommodation). That hour will be available for use by:

   • the Outcomes Assessment Committee on the first Tuesday of the month;
   • the College President or designee on the second Tuesday of the month;
   • the Unit/Department on the third Tuesday of the month, and
   • the AHE on the fourth Tuesday of the month.

2. There will be no priority usage allocated for fifth Tuesdays, except for months with Tuesday holidays.

H. 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 each instructional unit, appointed jointly by the Vice President of Instruction and the AHE President, serving three-year rotating terms; 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; the Vice President of Instruction; the Instructional Deans; the Registrar; and one additional administrator appointed by the Vice President of Instruction. For purposes of faculty assignment to this committee, librarians and counselors are defined as members of the Social Sciences and Fine Arts Unit. The chair is elected from the membership; meetings are open and agendas and minutes published on the College intranet.

I. 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; a representative of ICRC appointed by the Vice President of Instruction; up to two students appointed by ASCC (one year term); one adjunct faculty member appointed jointly by the Vice President of Instruction and the AHE President (one-year term); and two tenured faculty members from each instructional unit, appointed jointly by the Vice President of Instruction and the AHE President (three-year rotating terms). For the purposes of faculty assignment to this committee, librarians and counselors are defined as members of the Social Sciences and Fine Arts Unit.

3. The chair will be elected from the membership. Faculty members who serve as chair of Curriculum Committee will be granted 25% release time.

4. Meetings will be open to the college community, and agendas and minutes will be published on the College 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 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 Affairs Committee

1. The Adjunct Faculty Affairs Committee gathers information about the issues and concerns of adjunct faculty and makes recommendations to improve adjunct faculty working conditions. The Committee will distribute recommendations at least yearly to the AHE President and the Vice-President of Instruction.

2. The Adjunct Faculty Affairs Committee consists of one adjunct faculty member from each instructional unit, one tenured faculty member, and one unit Dean appointed jointly by the AHE President and the Vice President of Instruction (one year terms). At least one affiliate faculty member should be included among the adjunct representatives.

3. 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.

L. 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.

M. 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 first consulting with, and, if appropriate, negotiating with, the Association.
ARTICLE II - BUSINESS

A. Dues Deductions

1. Payroll Deductions. In accordance with RCW 28B.52, all full-time academic employees on or after the thirtieth (30th) day following the beginning of employment shall, as a condition of employment or of continued employment, become a member of the Association or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the Association to reimburse the Association for the expense of representing members of the bargaining unit.

2. Association Membership. Upon filing with Clark College the voluntary written authorization of a bargaining unit academic employee under this chapter, the Association shall have the right to have deducted from the salary of the bargaining unit academic employee the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Association. Such academic employee authorization shall be irrevocable for a period of one (1) year or the term of the employee contract if it is shorter. Such dues and fees shall be deducted from the pay of all academic employees who have given authorization for such deduction and shall be transmitted by Clark College to the Association or to the depository designated by the Association.

3. Representation Fee. For full-time academic employees who do not voluntarily join the Association, Clark College shall enforce this section by deducting a representation fee from the salaries of bargaining unit academic employees and shall transmit such funds to the Association or to the depository designated by the Association.

4. Religious Exemption. Upon appropriate determination, a full-time academic employee who asserts a right of non-association based on bona-fide religious tenets or teachings of a church or religious body of which such academic employee is a member shall pay to a non-religious charity an amount of money equivalent to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the employee organization. The full-time academic employee and the Association shall agree upon the charity. The full-time academic employee shall furnish written proof that such payments have been made. If the full-time academic employee and the Association do not reach agreement on such matter, the Public Employees Relations Commission shall designate the charitable organization as provided in RCW 28B.52.045.

5. 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.

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. In addition, the Association President will receive 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 Association President will be given release time of forty-nine percent (49%) of the regular workload with no loss of pay.
1. 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.

2. 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.

C. Miscellaneous Business

1. The College will not provide personal information concerning faculty members, including names, 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.

2. 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.

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. This Section does not apply to decisions regarding renewal or non-renewal of probationers, the rehire of adjunct, temporary and special programs faculty or division chairs, the dismissal of tenured faculty members, or issues that are not disciplinary in nature.

2. 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.

3. 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.

4. 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 or within five (5) calendar days of notification, whichever is sooner. All information forming the basis for discipline will be made available to the faculty member and the Association. Nothing here will be construed to preclude the Vice President or other appropriate administrative person from attempting to resolve problems with an academic employee in confidence.

5. 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.

6. 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.

7. Disciplinary actions will be limited to 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.

8. 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.

9. At the discretion of the College, administrative leave may be granted to an employee. Such leave will be paid.
B. Dismissal

1. Dismissal will be handled in accordance with these procedures. It is agreed that such procedures provide a means to handle these matters in an orderly manner and that substantive disputes regarding such matters will not be subject to the grievance procedure of this Agreement. The College, the affected faculty member, and the Association, however, may agree to use the grievance procedure in lieu of the statutory remedy below.

2. A tenured faculty member will not be dismissed from his or her appointment except for sufficient cause, nor will a probationer be dismissed prior to the dates established in the written terms of his or her appointment except for sufficient cause.

3. A Dismissal Review Committee created for the express purpose of hearing dismissal cases will be established for each academic year and will be comprised of the following members:
   a. The President will select one member and an alternate.
   b. Three faculty members and three alternates will be chosen by the AHE President with the concurrence of the Senate.
   c. The ASCC will choose a student representative and an alternate.
   d. The Dismissal Review Committee will select one of its faculty members to serve as chair.

4. Before any official action is taken relating to dismissal 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.
   c. An opportunity either in person or in writing to present reasons why the proposed action should not be taken.

5. If the President deems sufficient cause exists, a formal charge will be brought against the employee affording an opportunity for a formal hearing. The formal charge should be served according to Article III, B, 4.a, above. The notice will include:
   a. The grounds for dismissal in reasonable particularity.
   b. A statement of the legal authority and under which the hearing is to be held.
   c. A reference to any particular statutes or rules involved.
   d. A short and plain statement of the matters asserted. If the College is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved. Thereafter, upon request, a more definite and detailed statement will be furnished.
e. The President will call the Dismissal Review Committee into action and deliver the above statement to the members of the Dismissal Review Committee, if the faculty member requests a hearing.

6. The affected faculty member may request a hearing within ten (10) contracted days following service of the formal charge(s). If the President does not receive this request within ten (10) contracted days, the faculty member's right to a hearing will be deemed waived.

7. If the President receives a request for a hearing, the Dismissal Review Committee will be alerted that the dismissal appeal or review procedures are to be implemented.

8. The Board will then appoint a hearing examiner whose responsibilities will be to establish a date for a hearing, giving the faculty member no less than fourteen (14) calendar days notice of such hearing and informing, in writing, the faculty member, the President and the Dismissal Review Committee of time, date and place of such hearing. The hearing officer will be a neutral person who is experienced in adjudicating personnel/legal disputes.

9. The Dismissal Review Committee will hear testimony from all interested parties, including but not limited to other faculty members and students, and receive relevant evidence offered by same.

10. In the presence of the Dismissal Review Committee, the hearing examiner will:

   a. Preside over the hearing.

   b. Conduct the hearing with all due speed until the hearing is terminated.

   c. Hear testimony from all individuals called by the President, the faculty members, the Dismissal Review Committee or the hearing examiner, and receive relevant evidence offered by same.

   d. Afford both parties the right of cross-examination and to be represented by counsel and/or the Association. Give all parties the opportunity to present oral arguments at the conclusion of the evidence.

   e. Make all rulings regarding the evidentiary and procedural issues presented during the course of the Dismissal Review Committee hearing.

   f. Meet and confer with the members of the Dismissal Review Committee and advise them in regard to procedural and evidentiary issues considered during the course of the Committee's deliberations.

   g. Appoint a reporter who will operate at the direction of the hearing examiner and will record all testimony, receive all documents and other evidence introduced during the course of hearings, and record any other matters related to the hearing as directed by the hearing examiner.

   h. Prepare proposed findings of fact and conclusions for review by the appointing authority and a record which will include:

      i. all pleadings, motions and rulings;
ii. all evidence received or considered;

iii. a statement of any matters officially noticed;

iv. all questions and offers of proof, objections and rulings thereon;

v. proposed findings and exceptions;

vi. a copy of the recommendations of the Dismissal Review Committee.

i. A copy of the record will be furnished upon the request of the faculty member.

j. The hearing will be closed.

11. The Dismissal Review Committee will arrive at its recommendations in conference on the basis of the hearing. If written briefs would be helpful, the Dismissal Review Committee or hearing officer may request them. The Dismissal Review Committee may proceed to a recommendation promptly or await the availability of a transcript if making a fair recommendation would be aided thereby. Within fifteen (15) calendar days of the conclusion of the hearing, the President of the College, the faculty member and the Board will be presented with recommendations of both the Dismissal Review Committee and the hearing officer in writing and given a copy of the record of the hearing.

12. The Board will meet within a reasonable time, but no later than 30 calendar days, subsequent to its receipt of the Dismissal Review Committee and hearing officer recommendations to consider those recommendations. The Board will afford the parties the right to oral and written argument with respect to whether it will dismiss the faculty member involved. A record of the proceedings at the Board level will be made and the final decision will be based only upon the record made before the Board and the Dismissal Review Committee, including the briefs and oral arguments. The decision to dismiss or not to dismiss will rest, with respect to both the facts and the decision, with the Board after giving reasonable consideration to the recommendations of the Dismissal Review Committee. The Board will, within fifteen (15) calendar days following the conclusion of its review, notify the charged faculty member in writing of its final decision.

13. Suspension of the faculty member by the President during the administrative proceedings involving him/her (prior to the final decision of the Board) is justified if immediate harm to himself or herself or others is threatened by continuance. Any such suspension will be with pay.

14. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case will be made by the faculty member, the Dismissal Review Committee or administrative officers of the Board until all administrative proceedings and appeals have been completed.

15. Excluding instances in which arbitration is invoked pursuant to Section B.1 above, any dismissed faculty member will have the right to appeal to Superior Court the final decision of the Board within thirty (30) days of the receipt of the final order (or decision). The filing of an appeal will not stay enforcement of the decision of the Board.
C. Faculty Tenure

1. A Tenure Review Committee will be established for each probationer. The committee will be responsible for working with the probationer until he or she is either granted tenure or is no longer employed at the College. The Tenure Review Committee is composed of five members, including an administrator, a student, and three faculty.

2. The Vice President of Instruction will appoint Position #1. Positions #2, #3 and #4 will be tenured faculty members selected by the AHE in consultation with the administration. For each new probationer, the President of the AHE will nominate a candidate for each position, then call a meeting of the senate to ratify the nominations. Position #5 will be filled by a full-time student selected by the Associated Students of Clark College.

3. The Vice President of Instruction is responsible for coordinating the activities of the tenure review process and assuring that Tenure Review Committees are formed and that they fulfill their duties. Each Tenure Review Committee will have its first organizational meeting within the first three weeks of instruction in the probationer's first quarter of employment.

4. Each review committee will choose its own chair, adopt guidelines for its operation, and will meet at least once each quarter at the call of the chair.

5. If a vacancy exists on the review committee, prior to the expiration of any such appointment, the committee chair must request in writing to the appointing body the replacement of an administrative member, a faculty member, or student.

6. Any deviation from these procedures must be agreed to in writing by the parties.

7. The tenure review process is directed toward enhancing the quality of the probationer's performance relating to or in their discipline or program. The Tenure Review Committee will establish its method of evaluating the performance of each probationer. The Tenure Review Committee will advise each probationer, in writing, at least once each quarter, of his or her progress during the probationary period and receive the probationer’s written acknowledgement of such notice.

8. The committee's recommendation to award or not to award tenure will be based solely on the following:

   a. Self Evaluations. Probationers will evaluate themselves once a year, utilizing the forms and methods that have been agreed upon by the College and AHE.

   b. Tenure Review Committee Evaluations. Probationers will be evaluated in the classroom at least three times during the course of the year, beginning in the first quarter of probation. Evaluations will be by at least two different members of the Tenure Review Committee and take place at least once each quarter.

   c. Student Evaluations. Student evaluations will be conducted in all of the probationer's class sections each quarter, using a standard form.

   d. Supervisory Evaluations. Supervisory evaluations will be completed by the Division Chair, Program Director, and/or Instructional Dean at least once each academic year.
e. Faculty Feedback Request. All tenured faculty members of the division or, if appropriate, the department, will be given the opportunity to evaluate the probationer in writing with regard to strengths and weaknesses and suggestions for professional development to enhance improvement in their discipline.

9. The Tenure Review Committee will begin its review process no later than three (3) weeks after the beginning of the probationer's first quarter of employment and will reach agreement regarding the criteria and procedures to be used in the evaluation to enable them to notify the probationer in writing and discuss their proposed criteria and procedures with him/her by the end of the fourth (4th) week of the quarter. The probationer will acknowledge in writing to the committee chair, within a week of receipt, his or her understanding of these criteria and procedures.

10. The Committee will meet at least once each quarter with the probationer starting with the first quarter of the evaluation process and continuing until the committee is discharged. These meetings are for the purpose of evaluating the probationer’s progress and performance. During the first quarter the Committee will meet twice: Once for an organizational meeting, and again to discuss the results of the first quarter evaluations with the probationer.

11. During the 3rd, 4th, 6th and 7th quarters, the meeting with the probationer will be held no later than the seventh (7th) week of the quarter. The Committee will provide a written summary of the evaluations, noting the probationer's strengths and weaknesses, plus written recommendations as to suggested procedures to be used by the probationer to correct such weaknesses. A copy of each summary will be provided to the probationer, and to the Vice President of Instruction.

12. At the second (2nd) and fifth (5th) quarter meetings, the Tenure Review Committee has the responsibility of making a written recommendation to the appointing authority, through the Vice President of Instruction, regarding the continued employment of the probationer for the following year, by the midpoint of the quarter. A written summary noting the probationer’s strengths and weaknesses, plus written recommendations as to suggested procedures to be used by the probationer to correct such weaknesses, must also be provided to the Vice President of Instruction and the probationer.

13. During the eighth (8th) quarter of tenure review, the Tenure Review Committee must make a written recommendation for granting or denying tenure by the midpoint of the quarter, and forward its recommendations to the Vice President of Instruction, who will then forward the recommendations to the President, so that the Board of Trustees may review the Committee’s recommendation(s) prior to its decision concerning the granting of tenure.

14. Written summaries and 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).

15. The Tenure Review Committee can recommend and the Board of Trustees can grant tenure at any time during the probationary period, if substantial evidence of quality performance exists.
16. After giving reasonable consideration to the recommendations of the Tenure Review Committee and the College President, the Board of Trustees will make the final decision to award or withhold tenure.

17. If the probationer is dismissed prior to the expiration of the 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. 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.

2. The Vice President of Instruction or designee is responsible for implementing the evaluation procedure for post-tenure, temporary, special programs and adjunct faculty.

3. 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.

4. 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 (5th 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 Dean to select as peer evaluator.

Supervisor evaluation – 1 in 5th year; supervisory evaluation form will include classroom observation and non-teaching duties (conducted by Dean or Program Director).

Self-evaluation – The faculty member will complete a self-evaluation during the 5th year using the self-evaluation form; the faculty evaluatee will observe a minimum of one class at the evaluatee’s discretion, to be used in conjunction with self-evaluation.
5. **Non-tenured faculty evaluation**

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** - 1 course per quarter

**Peer evaluation** - 1 course per year, including classroom observation

**Supervisor evaluation** - 1 evaluation per year, including classroom observation

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.

6. The evaluation instruments for tenured, temporary, special programs, and adjunct faculty will be collected and delivered to the Instructional Dean or supervisor by a person other than the faculty member being evaluated. Evaluation summaries will be compiled by the Instructional Dean or 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.

7. The faculty member, Instructional Dean, or 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. Failure to correct a deficiency may result in an administrative directive requiring appropriate remedial action.

8. The Instructional Dean or 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 or supervisor and must contain these elements:

   a. Major strengths.
   b. Specific knowledge, skills and attitudes 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.

A summary of the evaluation, including the plan, if necessary, will be submitted to the appropriate Vice President.
9. 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 or Vietnam era veteran status, and groups subsequently protected.

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 one's self-worth 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 feel they have been victims of sexual harassment are encouraged to file complaints through the College's sexual harassment grievance procedure or 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 faculty member.
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. In the event of a disagreement regarding an addition to his or her personnel file, the faculty member may process a grievance through Step Two of the grievance procedure. The Step Two decision will be final except in instances where the material constitutes disciplinary action in which case Step Three may be invoked. 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.

4. The provisions of this Section will not apply unless the Board has made a finding and determination by resolution that the faculty member was acting in good faith.

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) within the division will elect a Division Chair from the eligible faculty and forward that
name to the Unit Dean. If no full-time 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 full-time 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 full-time 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 final.

b. Stipends may be divided between departments within each division as appropriate.

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 Vice President or designee.

4. Should it become evident that release time greater than 49% may be necessary in a given division, the bargaining parties will bargain a solution.

5. Additional work days for Division Chairs, as determined by the Dean and approved by the Vice President, will be paid pro rata, based on the individual Division Chair’s salary.

6. 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.

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7. A Division Chair who chooses not to continue the assignment must provide notice, in writing, to the appropriate Dean one quarter prior to resigning.

8. 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 full-time 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 full-time faculty in the division to appoint a Department Head. Full-time 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.
J. Division Chair Compensation

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<tr>
<th>Business</th>
<th>Release Time</th>
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<tbody>
<tr>
<td>Business Administration</td>
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<td>Economics</td>
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<tr>
<td>Supervisory Management</td>
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<td>Business Technology</td>
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<tr>
<td>Medical Technology</td>
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<td>Paralegal</td>
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<td>Computer Technology (CTEC)</td>
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<td>Data Networks and Telecom</td>
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<td>Graphic Communications</td>
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<tr>
<td>Culinary Arts and Mech Tech</td>
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<td>Automotive</td>
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<tr>
<td>Cooking/Restaurant Mgmt</td>
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<td>Diesel Technology</td>
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<td>Professional Baking</td>
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<td>Electronics and CADD Industrial Tech</td>
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<td>CADD Technology</td>
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<td>Machine Technology</td>
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<td>Welding Technology</td>
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<td>English as Non-native Language</td>
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<td>Journalism</td>
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<td>English as a Second Language</td>
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<td>Health Occupations</td>
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<td>EMT</td>
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<td>Fitness Trainer</td>
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<td>Physical Education</td>
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<td><strong>Physical Sciences</strong></td>
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<td>Physics</td>
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<td>Theater</td>
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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 open tenure-track positions.

3. The President may make a temporary reassignment of a faculty member, with the consent of that individual, to an administrative position when circumstances require immediate performance of the duties assigned. The appointment will not exceed one (1) year at a time, to a maximum of two (2) years. 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.

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, Winter and Spring quarters, such notification will be made via the faculty/adjunct e-mail; additionally, a hard copy of 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 may be opened internally within the College 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.

N. Special Programs Faculty Positions

1. Special Programs positions may be opened internally within the College or 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 probationers will receive a letter of appointment followed as soon as possible by an annual written contract stating their obligations to the College, their
Article III

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 probationary 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 probationary 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 tenured faculty hold the academic rank of Professor. All other faculty hold the academic rank of Instructor.

P. Adjunct Faculty Multi-Quarter Contract

AHE and the College agree that the College should (a) attract and retain high quality adjunct faculty, (b) increase job security for adjuncts and (c) formally recognize the crucial, necessary role that adjuncts fulfill at the College. As one strategy to achieve these interests, multiple quarter contracts, with the possibility of reassignment (“bumping”) rights, may be offered to adjunct faculty.

The department head and/or division chair is responsible for assigning adjunct faculty and will consider the needs of the department, seniority, qualifications, evaluations and availability in making those assignments. In the absence of department head/division chair the appropriate director or dean is responsible for assignment. Adjunct faculty may be offered a multiple-quarter (2 or more) contract of 80% or less of full-time load/quarter; contracts must be approved by the department head/division chair and unit dean.

The College is committed to offering as many multi-quarter contracts as possible. The Office of Instruction will annually collect data on the number of multi-quarter contracts offered and this information will be shared with AHE.

While the employment specified in the contract of a multi-quarter contracted adjunct faculty member is subject to availability of classes, the faculty member may be offered reassignment where available at the discretion of the division chair and/or department heads.
Q. 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.

R. 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 an appropriate adjustment to reflect contracted days worked.

S. Adoption of the Academic Calendar

1. The Vice President of Instruction is responsible for recommending the academic calendar for the succeeding year or years (if biennium) for adoption by the Board of Trustees in time to be included in the College catalog. This recommendation will include all faculty contracted days.

2. 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.
3. 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.

4. 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.

5. The President will present the proposed calendar to the Board of Trustees for adoption.

T. College Closure or Delays

1. The College will provide a safe and healthful 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.

U. 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 prorata 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.

3. Such job reductions are subject to annual reapplication and reapproval. If approved, the faculty member retains the right to return to full-time status, unless otherwise specified in the approval. If the employee reapplys 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. Any provisions of this Agreement pertaining to salary increases will not be binding upon future actions of the Legislature. If any provision of a salary increase is changed by subsequent modification of the Appropriation Act by the Legislature, both parties will immediately enter into collective bargaining for the sole purpose of arriving at a mutually agreed upon replacement for the modified provision.

4. The College agrees that it will pass through to the faculty 100% of the funds available from the state for salary enhancement. The distribution of these funds will be bargained with the AHE and will comply with legislative and SBCTC guidelines.

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 probationary 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. Temporary faculty will be re-evaluated for placement on the salary schedule if renewed for subsequent year(s).

5. A faculty member may use the grievance process if unable to reach agreement with the personnel officer.

6. 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. Probationary, tenured, and special programs faculty 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 to the College earns five (5) advancement units. Credit for partial years 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.

d. Experience or credits earned by special programs faculty prior to December 1, 1998, may not be counted for advancement according to a, b, or c, above.

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).

5. The effective date of salary increases will be in accord with the Legislative Appropriations Act. Legislative repeal of an appropriated increase prior to its implementation will supersede any agreement to an increase.
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.

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 may be 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-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 probationary or tenured positions who provide notification to the College by October 1 prior to the calendar year of retirement or resignation. Probationary or 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 $5,000 stipend; probationary or tenured faculty with less than ten (10) years of service as of their last date of employment will receive a $3,000 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. 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.

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 probationary faculty members before they are opened to persons outside.

J. Pay Periods

1. Faculty members, other than adjunct, are normally paid one twenty-fourth (1/24) of their annual salaries twice each month. Faculty are normally 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 are normally paid semi-monthly. Pay dates for adjunct faculty will be listed on the appointment notice each quarter.
K. Class Cancellation

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.

L. Class Capacity

For the majority of classes, a minimum of fifteen (15) students is considered instructionally and economically defensible. However, the Instructional Dean, after consulting with the division chair or director, may revise this figure based on such considerations as curriculum requirements, financial exigency, and faculty assignments. Maximum class size as recorded in the master class list will not be increased without consultation with the affected faculty, Instructional Dean and division chair or director.

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 Instructional Dean 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 Instructional Dean. 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.
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 file a written statement from a physician certifying the ability to return to full-time service. The College may designate the physician. Any costs related to obtaining medical certification required by the College will be paid by the College.

E. Medical Certification

If there is cause to believe that a faculty member has a contagious disease or a physical or mental illness that would interfere with performance on the job, or that would present a danger to the health or safety of other employees, students, or the public, he or she may be required to provide certificated medical evidence, at no cost to the faculty member, of ability to continue regular duties. This may also include the release of medical records sufficient to establish the status of the faculty member's ability to continue on the job. If the President or designee, on review of these documents, establishes that there is a danger to students or College employees or an inability to perform the duties of the position, that faculty member will be placed on sick leave until it is exhausted and then on leave of absence without pay for reasons of health.

F. Life-Threatening Illnesses

1. The College recognizes that faculty members with life-threatening illnesses, including but not limited to cancer, heart disease, and AIDS, may wish to continue to engage in as many of their normal pursuits as their condition allows, including work. As long as these faculty members are able to meet performance standards of their position, and medical evidence indicates that their conditions are not a threat to themselves or others, supervisors should be sensitive to their conditions and ensure that they are treated consistently with other faculty members. At the same time, the College has an obligation to provide a safe work environment for all faculty members and students. Every precaution should be taken to ensure that a faculty member's condition does not present a health and/or safety threat to other faculty members or students.

2. When dealing with situations involving faculty members with life-threatening illnesses, managers should remember that a faculty member's health condition is personal and confidential, and precautions should be taken to protect information regarding the condition.

3. With regard to faculty members with AIDS, or a positive HIV antibody test, College policy requires that each employment decision be made on the basis of job-related criteria. Care should be taken, however, to ensure that assigned duties can be carried out in a manner that safeguards the welfare of the individual with AIDS, or a positive HIV antibody test and of others. Medical separation may be pursued only if a faculty member can no longer perform the essentials of his or her job safely even with reasonable accommodation. Alternative solutions will be considered to allow faculty members to maintain partial or complete employment.
G. Maternity and Child-Rearing Leave

1. A woman will be entitled to take a leave of absence for childbirth for a reasonable length of time and, thereafter, return to her job under the same uniform terms and conditions as any other faculty member with a temporary disability. A woman will not be required to leave work at the expiration of any arbitrary time period during pregnancy, but will be allowed to work as long as she is capable of performing the duties of her job and as long as her physician concurs.

2. A faculty member (man or woman) will be granted a leave of absence without pay for up to one (1) year for the purpose of child rearing after the arrival of a newborn or young child. 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.

3. To be entitled to leave under this Section, a faculty member will inform his or her supervisor in advance, to the extent possible, of intention to take leave and the approximate time he or she expects to return to work.

H. Bereavement Leave

In the event of a death of a family or household member, as defined in this Agreement, a faculty member who accrues sick leave will be granted up to five (5) days' leave with full pay. Such leave will be deducted from accumulated sick leave.

I. 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. Any per diem fees paid for such duty will be paid to the College.

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.

J. 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 fifteen (15) contracted days per calendar year.
K. 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.

L. 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.

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. Faculty members will receive three (3) days per year for personal leave. Personal days are to be utilized during the academic work year. These days are not cumulative from year to year. Personal leave will not be deducted from the faculty member’s accumulated sick leave.

2. The faculty member must notify the appropriate Division Chair/Department Head when taking personal leave. Faculty members will not be required to state any reason for the leave other than beyond the term “personal.” The faculty member taking the personal leave, if necessary, will arrange class coverage at no additional cost to the College.

M. Leave Without Pay

1. 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:

   a. Professional improvement through advanced study or creative activity related to his or her discipline.

   b. Professional consulting, adjudicating, or research activities.

   c. 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.

   d. Professional improvement through study of actual conditions in public or private service as a faculty member or intern.

   e. Other purposes which, in the opinion of the President or designee, will enhance the efficiency or effectiveness of College operations.
N. 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 (6th) 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 with 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 riffed 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.
O. 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.

P. 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. Separate Categories for Sick Leave Earned Prior to July 1, 1980. Leave entitlement will be accrued in two separate categories, the first identified as a "compensation account" and the second as a "non-compensable account". Faculty members with accrued leave under previous leave policies will have such accruals divided between the two accounts so that not more than that allowed by state law will be credited to the compensation account. Any days accrued in excess of that allowed by state law will be credited to the auxiliary account.

   b. 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.

Q. 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.

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.

R. 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, he or she 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.

S. Chemical Dependency Illness

1. The State of Washington and the College Board of Trustees recognize chemical dependency as a treatable illness. The College will observe State regulations and internal administrative procedures in the treatment of chemical dependency problems.

2. Any College faculty member suffering from chemical dependency will receive the same consideration and benefits presently extended to employees having any other illness, including the use of sick leave, if necessary, to pursue an appropriate program of treatment.

3. The responsibility to correct unsatisfactory job performance or behavior resulting from an apparent chemical dependency problem rests with the faculty member. Failure to do so, for whatever reason, will result in appropriate corrective or disciplinary action consistent with just cause standards.
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. The College faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When he or she speaks or writes as a citizen, he or she should be free from institutional censorship or discipline, but this special position in the community imposes special obligations. As a person of learning and an educational officer, he or she should remember that the public may judge the profession and the institution by his or her utterances. Hence he or she should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that he or she is not an institutional spokesperson.

5. All members of the College community are to be treated with respect and with sensitivity to the impact of words and opinions.

6. 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 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:
## Full-Time Faculty Teaching Load

<table>
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<tr>
<th>Department</th>
<th>Dept. Abbr.</th>
<th>Dept. Load</th>
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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;
Article VI

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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. A faculty member who believes his or her workload is excessive may request, in writing, that the Instructional Dean review the workload to determine whether a temporary adjustment is appropriate.
   a. If the Instructional Dean believes that temporary adjustment is appropriate, the Dean will make a recommendation to the Vice President of Instruction, in writing.
   b. A faculty member who is not satisfied with the recommendation of the Instructional Dean may appeal, in writing, to the Vice President of Instruction.
   c. The Vice President of Instruction's decision will be final, and will be reported to the Instructional Dean, the faculty member, and the Association.
   d. Workload problems which appear to require permanent modification of the workload stated in this Agreement will be considered by the AHE and the College during the next regularly scheduled negotiation of this Agreement.

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. 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 adjunct 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. In calculating moonlight assignments, the section(s) that represent the least cost to the College will be deemed the moonlight assignment course.

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 members (excluding counselors, librarians, adjunct and other non-teaching faculty) will receive ten dollars ($10) for each advisee in excess of twenty (20). Payments will be made at the conclusion of each quarter and will be based upon the number of advisees as reported on the tenth (10th) day of the quarter.

2. Faculty members who complete advising training are eligible to receive the above stipend. Those faculty members who elect not to receive advising training may give students informal opinions and advice, but will not be allowed to formally approve student academic programs or class schedules.

J. Special Projects

Special projects (courses coded 290) will be considered beyond the normal load. Compensation for such assignments will be ten dollars ($10) per student credit hour. Payment will be made at the end of each quarter based upon tenth (10th) day enrollment data for the applicable quarter.

K. Student Services Funded Stipends

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.
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.

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.

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.

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.

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 allowance to the Instructional Dean for processing and approval. Such approval will not be unreasonably denied.

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 $15,000 annually. Adjunct faculty will request approval from the division chair and authorization by the dean, within the following guidelines: maximum individual expenditure: $750; maximum unit expenditure $5000.

2. Other faculty development funds are available to adjunct faculty from several sources. For more detailed information, access “the Funding Source Guide” via the College Intranet under Instruction.

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.

F. Intellectual Property Rights and Copyright

1. All written materials, multi-media materials, inventions and products 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 this property by the College is accomplished by standard procedures through publishers or negotiated agreements with producers.

2. All written materials, multi-media materials, inventions and products developed by a faculty member who is reimbursed by the College for the work, produces it during regular College work hours, or consumes goods/services purchased by the College become the property of the College and will be copyrighted or patented in the College’s name, with creative credit given to the author. The College may exercise all rights and privileges of ownership.

3. The faculty member, using College resources for development, who wishes to market the material 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.

4. 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 materials/product and the granting of copyright permission at the discretion of the President.

5. 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. 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.

B. Grievance Process

1. 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 group of faculty members who have been individually aggrieved, or the authorized Association representative, will have the right to present grievances. Such 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) contracted 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) contracted 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) contracted 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) contracted 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
American Arbitration Association or the Federal Mediation and Conciliation Services within twenty (20) contracted days of the Step Two answer.

C. Time Limits

With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One of Section 1 above within fifteen (15) contracted 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. For purposes of this Article, working days will be defined as contracted faculty working days pursuant to the Board-approved academic calendar regardless of whether the grievant is actually assigned such days. In addition, if any other steps or actions provided for in Section 1 of this Article are not taken, or appeals therein provided for not taken or filed, or notice not given within the time limits therein specified, then the grievance will be deemed finally closed and settled on the basis of the College's last answer unless both parties mutually agree to extend time limits.

D. Arbitration

1. Matters subject to arbitration will be referred to the American Arbitration Association 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.

Clark College/AHE
4/1/09
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: 1) Reduction of allotments by the Governor pursuant to Chapter 43.88.110(3) RCW, or 2) Reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

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 probationary 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 probationary faculty members must meet one of the following qualifications to be placed on a second reduction in force unit:
   a. A baccalaureate degree or equivalent (45 quarter credits) in the discipline from a regionally accredited institution.
   b. 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.
   c. 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:

   Addiction Counselor Education  Fitness Trainer
   Adult Basic Education            French
   Agriculture-Horticulture        Geography
   Anthropology                    Geology
   Art                             German
   Automotive Technology           Graphics Communications/Printing
   Biology                         Health Education
   Business Administration         History
   Business Technology             Human Development
   Chemistry                       Humanities
   Communication Studies           Industrial Tech Electricity
   Computer Aided Design & Drafting Japanese
   Computer Technology             Journalism
   Construction Technology         Library
   Corrections                     Machine Technology
   Counseling                      Mathematics
   Criminal Justice                Medical Radiography
   Culinary Arts                   Music
   Data Networking                 Nursing
   Dental Hygiene                  Paralegal
   Developmental Education         Pharmacy Technician
   Diesel Technology               Philosophy
   Early Childhood Education       Physical Education
   Economics                       Physics
   Education                       Political Science
   Electronics                     Psychology
   EMET                            Russian
   Engineering                     Sociology
   English                         Spanish
   English as a Non-Native Language Theatre
   English as a Second Language    Welding Technology
   Family Life - Parent/Child      Women’s Studies
   Field Surveying

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 Consultation

1. Upon anticipation by the President that a reduction in force of the collective bargaining unit may be necessary, the President of the College shall immediately convene a Reduction in Force Committee of eight, of which at least fifty percent (50%) shall be members appointed by the President of the AHE. Committee membership shall be made up of representatives from instructional units and appropriate administrators. Outside stakeholders may be added as jointly deemed necessary by the President and AHE President. Such committee shall review all pertinent data, as specified in Section D.2., and provide a recommendation to the President of the College within twenty (20) contracted days. Any recommendation involving faculty reduction in force will also contain a recommendation of reduction of
adjunct faculty. The recommendation may include alternative strategies to reduction in force. The President will submit the committee’s written recommendation to the Board of Trustees for information at its next meeting.

2. Information provided by the President for use in these discussions shall include but not be limited to:

   a. Enrollment and budget data for the preceding three (3) years, for the College and by units and departments;
   b. The number and duties of each faculty member in the affected unit and department, and enrollment projections, if possible;
   c. Lists of forthcoming faculty vacancies due to retirement, resignation, or leave;
   d. Brief written statement of reasons in support of the need for reduction in force;
   e. Consideration of full-time/part-time mix;
   f. Options for retirement incentives;
   g. 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:

   First - Temporary faculty
   Second - Special programs faculty members
   Third - Probationers in order of least seniority
   Fourth - Tenured faculty members in order of least seniority

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) 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 the 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

1. Seniority will be determined by establishing the date of the signing of the first probationary 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.

2. 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.

3. 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, 2011. 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 October 2010; however, the terms of this Agreement may be extended upon written mutual agreement of the parties.

This Agreement is entered into April 1, 2009 at Vancouver, Washington, by:

For the College
Sherry Parker
Board Chair

For the Association
Marcia Roi
AHE President
APPENDIX A

FULL-TIME FACULTY SALARY SCHEDULE

2008-2009 ACADEMIC YEAR SALARY

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Vocational Certificate $250

Earned Doctorate $900

Approved by the Board of Trustees on 11/17/08
APPENDIX B

Salary Schedule
Adjunct and Affiliate Faculty
Effective Summer 2008

Adjunct Rate Schedule:

Category A – No Final Appendix B.1
Category B – Final Appendix B.2

Affiliate Rate Schedule:

Category A – No Final Appendix B.3
Category B – Final Appendix B.4

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

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<td>Other Assignment</td>
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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.

Affiliate Faculty

1. Eligibility for adjunct faculty to obtain affiliate status requires a minimum of 9 quarters teaching (including summer) accumulated during the 1993-94 academic year or since. Tenured, probationary, special programs and full-time temporary faculty, and employees who hold other permanent status (i.e. classified, administrative/exempt) with the College are paid the affiliate rate.

2. Affiliate faculty must attend one department or instructional unit meeting per quarter, for which no additional salary is earned.

3. The affiliate rate is paid only for lab and lecture credits.

4. 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.

5. Effective Fall 2000, 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.

Approved by the Board of Trustees on 11/17/08
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<td>197.25</td>
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</tbody>
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Appendix B

Clark College/AHE
4/1/09

Salary Basis for Part-Time Faculty
Appendix B 2
APPENDIX B.5
CLARIFICATION OF SALARY BASIS
MOONLIGHT, ADJUNCT, AND AFFILIATE FACULTY

Method of Payment A

Method A assumes low enrollments (< 15). If >15, classes may be counted in-load or paid moonlight/adjunct at credit rates.

Paid at the end of each quarter: Enrollment x 3 hours at the Other Assignments Rate. These classes are variable credit and/or arranged and are not cancelled due to low enrollment.

<table>
<thead>
<tr>
<th>(Dept)</th>
<th>199</th>
<th>Co-op Work Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>FRCH</td>
<td>140</td>
<td>Int’l Co-op Prep</td>
</tr>
<tr>
<td>GERM</td>
<td>140</td>
<td>Int’l Co-op Prep</td>
</tr>
<tr>
<td>JAPN</td>
<td>140</td>
<td>Int’l Co-op Prep</td>
</tr>
<tr>
<td>SPAN</td>
<td>140</td>
<td>Int’l Co-op Prep</td>
</tr>
<tr>
<td>BUS</td>
<td>169</td>
<td>Computer Graphics</td>
</tr>
<tr>
<td>PRLE</td>
<td>299</td>
<td>PRLE Internship</td>
</tr>
<tr>
<td>ACED</td>
<td>210/211</td>
<td>Field Placement</td>
</tr>
<tr>
<td>WELD</td>
<td>056</td>
<td>Weld Fabrication</td>
</tr>
<tr>
<td>DRMA</td>
<td>171/172/173</td>
<td>Play Production</td>
</tr>
<tr>
<td></td>
<td>271/272/273</td>
<td></td>
</tr>
<tr>
<td>POLS</td>
<td>151/152/153</td>
<td>Int’l Organization (Model UN)</td>
</tr>
<tr>
<td></td>
<td>251/252/253</td>
<td></td>
</tr>
<tr>
<td>PHAR</td>
<td>118/128</td>
<td>PHAR Externship</td>
</tr>
<tr>
<td>GRCP</td>
<td>240</td>
<td>Capstone Practicum</td>
</tr>
<tr>
<td>MTEC</td>
<td>270</td>
<td>Capstone Project</td>
</tr>
</tbody>
</table>

Method of Payment B

Paid 1 lecture credit, plus remainder paid as lab credit(s).

<table>
<thead>
<tr>
<th>AG</th>
<th>208</th>
<th>Field Studies</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIOL</td>
<td>208</td>
<td>Field Studies</td>
</tr>
<tr>
<td>GEOL</td>
<td>208</td>
<td>Field Studies</td>
</tr>
</tbody>
</table>

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

Paid 1 lecture credit (actually meets 10 hours/quarter), plus enrollment x 3 hours at the Other Assignments rate. Lecture credits may be counted in-load.

<table>
<thead>
<tr>
<th>CSA</th>
<th>151</th>
<th>PC Support Work Exp I</th>
</tr>
</thead>
<tbody>
<tr>
<td>BTEC</td>
<td>225</td>
<td>Directed Practice</td>
</tr>
<tr>
<td>BTEC</td>
<td>226</td>
<td>Directed Practice</td>
</tr>
<tr>
<td>BTEC</td>
<td>229</td>
<td>Directed Practice</td>
</tr>
</tbody>
</table>

Method of Payment D

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

Example: 2nd Year Language Classes
If 10 or more enrolled, paid full salary. If less than 10, paid pro-rated salary based on enrollment. (Enr/15 x salary)

Clustered Classes

Clustered classes are paid on one Personnel Action Form per cluster. 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. A Personnel Action Form is 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.

Telecourses

Telecourses are paid as lecture credits with no bonus for enrollment. However, if enrollment exceeds standard capacity by 15, a second section may be opened and paid. If double capacity is reached plus 15, a third section may be opened and paid, etc.

Exceptions

HDEV 100/101
If taught by an adjunct faculty member, paid regular rate plus .5 lab credits. If any other employment status, paid regular rate only. (Career Exploration)
BIOL 011  Arranged weekend lab – will be open (and paid .5 lab credit per student enrolled (rounded to the nearest 20).  Examples:  15-30 enrolled/pay 1 lab credit; 31-50 enrolled/pay 2 lab credits.

ECE 210, 212,214  Main section AK is paid 2 lab credits.  All lab sections (AL, BL, etc.) are paid based on the number of students enrolled at the end of the 10th day of the quarter (Learning Experience Lab):

<table>
<thead>
<tr>
<th>Enrolled</th>
<th>Lab Credit</th>
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</thead>
<tbody>
<tr>
<td>3-6</td>
<td>100% of 1 lab</td>
</tr>
<tr>
<td>2</td>
<td>50% of 1 lab</td>
</tr>
<tr>
<td>1</td>
<td>25% of 1 lab</td>
</tr>
</tbody>
</table>

MACH 054-056  Bas Machine Shop Prac  Catalog lists 2 lecture credits/2 lab credits,
094–096  Adv Machine Shop Prac  Paid 3 lecture credits/2 lab credits.

Focus Classes

Most focus classes meet and are paid 1 or 2 lecture credits.  Art classes meet and are paid .5 lecture credits/1 lab credit or 1 lecture credit/2 lab credits.  Mature Learning classes are paid as lab credits.  Field trips are paid as lab credits (a maximum of .5 lab credits per day).
APPENDIX C

ACADEMIC EMPLOYEE JOB DESCRIPTIONS

A. 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:

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

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.
B. 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 Masters 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 learning, 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:

1. Counsel students and potential students to help clarify career/life goals.
2. Provide instruction through classes, workshops and small groups. Counselors are expected to teach a minimum of one class per term (maximum 8 credits) in the Human Development Department.
3. Provide resources to assist in student retention including orientation, student success workshops and intervention for probationary/suspended students.
4. Provide assistance to faculty, staff, and administration in dealing with student class performance, emotional stresses, and behavioral interventions.
5. Make presentations to faculty, staff, campus classes, and community groups.
6. Administer and interpret tests and inventories to assess abilities, interests and career options. Utilize career planning systems and occupational information systems to help individuals better understand the world of work.
7. Support & encourage at risk students to enter and remain in school.
8. Provide support for persons experiencing job stress, job loss, and or career transition. Assist dislocated workers and those in transition to develop educational & career plans, access financial resources, and succeed in school.
9. Help resolve personal conflicts interfering with work or school.
10. Provide short-term mental health care and student support services.
11. Identify impediments to learning and college success.
12. Advocate for students needing assistance.
13. Provide information and referral to on and off campus resources.
14. 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 psychoeducational opportunities aimed at the prevention of such disorders. Severely impaired individuals (Axis I or II DSM-IVR) or those requiring long term counseling are seen by counselors in health services or referred to treatment providers in the community. Counselors in the career center 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.
C. 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:

1. Promote student learning by providing access to information resources necessary to meet class requirements and succeed in college.
2. Teach information literacy skills to students as part of a coordinated Library Instruction Program. Collaborate with faculty.
3. Evaluate and select materials (books, journals, media, and electronic databases) to support the college curriculum and meet the needs of the college community.
4. Participate in overall library management and budget planning. Prepare and implement policies and procedures. Evaluate services and participate in long range planning.
5. Manage and coordinate user services and activities including instruction, reference, circulation and interlibrary loan.
6. 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.
7. Plan, design and develop library-based information systems and services and provide leadership in the evaluation of information technologies.
8. 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.
10. Present workshops to the College community as appropriate.
11. Stay abreast of emerging information trends and developments in the field through professional affiliations and personal research.
12. Attend required meetings and activities, and serve on campus committees.
13. In accordance with IPT-defined process, participate in program review and outcomes assessment activities that impact student success.
D. Division Chair Job Description

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

1. Leadership:
   a. With division faculty, and in collaboration with the Unit Dean, develop long-range goals, including curriculum, FTE students, and staffing.
   b. In collaboration with the Unit Dean, review and approve budget expenditures within authorized limits.
   c. Encourage and provide support for faculty development.
   d. Establish consistent and inclusive methods of communication with faculty within the division.
   e. Work collaboratively with other Division Chairs in the unit.
   f. Serve as an advocate for the division.

2. Personnel:
   a. In collaboration with departments, recommend adjunct faculty for hiring.
   b. Work with departments to ensure the evaluation of adjunct faculty is accomplished.
   c. Manage student complaints in accordance with established policies and procedures.

3. Management:
   a. Work with departments to ensure the following operational procedures are accomplished:
      i. Library purchases
      ii. Bookstore purchases and textbook orders
      iii. Purchase and work orders
      iv. Submission of class schedules and catalog materials for the unit
      v. Grade reporting
      vi. Collecting grade books from adjunct faculty not continuing employment with the College
   b. Work with the Secretary Seniors in order to keep abreast of budget requests and spending.
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.
E. 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:

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

In addition to the above duties, adjunct faculty in certain areas may also be hired to perform additional duties, such as promoting College programs, developing industry contacts, and advising.
MEMORANDA OF UNDERSTANDING

1. Faculty Load 4/2009

2. Faculty Excellence Committee 4/2009
AGREEMENT
Between
Clark College
And
Clark College Association for Higher Education

The College and the CCAHE agree to the following:

Negotiations on faculty load will occur in conjunction with salary negotiations.

Date

For AHE, Maren Roi, President

Date

For Clark College, Bob Knight, President

Approved Board of Trustees 3/16/09

Clark College/AHE
4/1/09
AGREEMENT
Between
Clark College
And
Clark College Association for Higher Education

The College and the CCAHE agree to develop language regarding the faculty excellence committee to be included in the CCAHE agreement.

Awards for 2009-10 will not be allocated until new language is ratified by AHE and approved by the Board.

For AHE, Marcia Roi, President

3/29/09

For Clark College, Bob Knight, President

3/20/09

Approved Board of Trustees 3/16/09

Clark College/AHE

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