

2026-2029
AGREEMENT

By and Between the

Board of Trustees of
Centralia College
District XII

and the

Centralia College
Federation of Teachers
Local Number 4469
AFT/AFL-CIO

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AGREEMENT

By and Between the

BOARD OF TRUSTEES OF CENTRALIA COLLEGE

and the

CENTRALIA COLLEGE FEDERATION OF TEACHERS
Local Number 4469, AFT/AFL-CIO

This agreement is by and between the Board of Trustees of Centralia College, hereinafter called the "Employer," and the Centralia College Federation of Teachers, hereinafter called the "Federation."

The Employer hereby recognizes the Federation as the exclusive negotiation representative for all Centralia College faculty members as defined in RCW 28B.52 and/or listed in the compensation article of this Agreement. Excluded from the general provisions of this agreement are all community services employees.

ARTICLE I: DEFINITIONS

"Employer" shall mean the Board of Trustees or its lawfully delegated representative(s).
"College" shall mean Centralia College.
"President" shall mean the president of Centralia College or, in the president's absence, the acting president.

"Day" shall mean calendar day, unless otherwise stated.

"Full-time Faculty Member" shall mean a person expressly employed on a full-time contract based on one hundred seventy-seven (177) days; who is paid from the full-time salary schedule; and who performs professional duties of a full-time faculty member. A full-time faculty member and the President may mutually agree in writing to an exception to this definition with no resulting penalty to the faculty member provided the equivalent to the above definition is worked.

"Pro-rata Faculty Member" shall mean a person expressly employed on a pro-rata basis on one hundred seventy-seven (177) days; who is paid from the the full-time salary schedule; and who performs professional duties of a full-time faculty member at a rate of two-thirds of the workload requirements of a full-time faculty member

"Adjunct Instructor" shall mean a person employed on a quarterly basis. Adjunct instructor workload includes development and delivery of curriculum in alignment with the course outline, assessment of courses utilizing established assessment requirements.

"Corrections Site" shall mean any educational facility at a corrections site administered by Centralia College.

ARTICLE II: RECOGNITION OF RIGHTS AND FUNCTIONS OF THE FEDERATION OF TEACHERS

Section 1. Payroll Deductions

The Employer shall, upon written authorization of the faculty member involved, provide payroll deduction of Federation membership dues for full-time faculty and adjunct faculty members. Such deductions shall be remitted to the authorized Federation representative. Upon written authorization to the employer the faculty member may revoke dues deductions at any time.

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

Section 2. Rights of Faculty in Federation

The Employer will not interfere with the legal right of faculty members to organize, join, and support the Federation for whatever purpose in which it may legally engage. The Employer agrees it will not discriminate against any faculty member because of membership in the Federation, because of participation in any lawful activity on behalf of the Federation, or because of any action taken within the duly established grievance procedure.

The Federation shall not discriminate against any faculty member for non-membership in the Federation. The Federation further recognizes its responsibility as bargaining agent and agrees to represent all faculty members in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 3. Release Time for Federation Activities

Meetings between Employer representatives and Federation representatives shall be scheduled at a time mutually agreeable to the parties involved. Both parties agree that to the extent feasible and practical such meetings shall not be scheduled as to interfere with or interrupt the educational process of the college. In instances where such scheduling is not possible, Federation representatives shall be allowed to attend such meetings provided that adequate coverage of their

teaching responsibilities has been arranged. The costs of such coverage, if any, shall be borne by the Federation.

Section 4. Release Time for Federation President

A. In recognition of the responsibilities of the Federation regarding faculty representation and matters related to this Agreement, the Employer agrees to provide the Federation President, or designee, a one-third (1/3) reduction in teaching load during fall, winter, and spring quarters.
B. In recognition of the responsibilities associated with preparing for and participation in contract negotiations, the Employer agrees to provide the Federation President a one-half (1/2) reduction in teaching load for two quarters during such negotiations.

Section 5. Preparation for Negotiations

In recognition of the responsibilities associated with participating in contract negotiations, the Employer agrees that the annual schedule for a faculty member on the Federation negotiating team may be adjusted in the year of contract negotiations. This schedule adjustment would only be at the faculty member's request. As a courtesy, it is desirable that the request be made during the annual spring workload meeting the academic year before negotiations begin.

Section 6. Meeting Rooms for Federation Business

The Federation shall be permitted to use the college's facilities to hold meetings to transact official Federation business other than partisan political activities. Room use shall be reserved through appropriate scheduling agents and shall be on the same priority and costs as other campus organizations. There shall be no costs for meetings held on campus prior to 7:00 p.m. on class days.

Section 7. Representation at Board Meetings

An officially designated Federation representative or agent shall have the right to attend all regular or special meetings of the Board. When recognized by the Chair, the representative may speak to any issue under discussion. The Federation shall have the right to submit appropriate matters on the Board agenda through the Board Secretary. Items to be included in the agenda shall be supplied within a reasonable length of time prior to the meeting and not later than two weeks before a scheduled Board meeting. The Board Secretary shall transmit to the Federation President a copy of the official agenda, background information (excluding executive session), and minutes relating to all such meetings at the same time this material is transmitted to the Board. Nothing in this section shall be construed to diminish the right of the Board to hold closed executive sessions excluding the Federation representative or agent within the guidelines established by law or at any meeting to transact business that is lawfully within its jurisdiction.

Section 8. Distribution of Communications

Copies of all communications distributed to all faculty members through a general mailing list by the Employer shall be supplied to the Federation at the same time.

Section 9. Federation Notices

The Federation shall have the right to use the college's communication services and faculty distribution boxes for communications to faculty members, including mass distributions, provided that the material clearly indicates that the Federation is the distributor of the material and that the material is related to the administration of this contract. Representatives of the Federation shall have the right to distribute material to faculty members within the college. This right shall include, but not be limited to, access to faculty distribution boxes.

Section 10. Notification of Changes

In the event of changes affecting faculty members in policies and practices not covered by this Agreement or new policies not covered by this Agreement, the Federation, if it requests, shall have the opportunity to communicate the considered judgment of the faculty to the Board before the change is adopted. Upon request from the Federation, the Board Secretary shall provide the Federation with the requested information, and a reasonable estimate regarding the cost of implementation, provided, however, that this section shall not be construed to diminish or alter the rights of the Board to implement any changes consistent-with the terms of this Agreement.

Section 11. Federation Business

Duly authorized representatives of the Federation shall be permitted to transact official Federation business on institution property at all reasonable times provided there is no disruption to the normal operation of the college.

Section 12. Use of Facilities

College owned or rented equipment/software may be used by the Federation for its own purposes in accordance with the equipment rental schedule of the Employer. The Federation shall have the right to use other college equipment/software at reasonable times without cost when such equipment/software is not in use. The Federation shall use a physical bulletin board in proximity to faculty as well as have access to electronic media, if available.

The Federation shall pay the actual costs of photocopies and long-distance telephone calls, and clerical help employed by the college may not be utilized by the Federation during working hours.

Section 13. Information

Upon request, the Employer shall make available to the Federation, information to assist the Federation in performing its representative responsibilities. Such information shall be in the same form as is available to the general public or for internal college use.

ARTICLE III: RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

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

ARTICLE IV: NONDISCRIMINATION

The parties agree that there shall be no discrimination against any faculty member because of race, creed, religion, color, national origin, sex, sexual orientation, age, marital status, veteran status, limited English speaking ability, or disability or in violation of current state and/or federal law unless on a bona fide occupational qualification, in the administration or application of the terms of this Agreement.

ARTICLE V: ACADEMIC FREEDOM AND PARTICIPATION BY FACULTY IN COLLEGE GOVERNANCE

Section 1. Academic Freedom

Each faculty member is entitled to freedom in the classroom in the discussion of the subject they teach. Each faculty member is a citizen and, as such, has the same rights as other citizens.

Section 2. Participation in College Governance

The Employer recognizes the expertise and ability of the faculty to provide valuable input regarding many of the decisions that the Employers must make. It is agreed that a procedure shall be maintained that allows input of the considered judgment of the faculty when appropriate.

ARTICLE VI: FACULTY RIGHTS AND BENEFITS

Section 1. Personnel Files

Copies of materials in official personnel files shall be confidential and shall be restricted for use to formal institutional meetings, normal administrative requirements or when otherwise required by law. Excluding credential and confidential recommendations from previous employers, faculty members, or their designee, shall have access to all material in their personnel files during normal business hours. A faculty member shall be notified of any oral or written request for access to their personnel files, except as excluded above. Official personnel files shall be maintained in the college personnel office. Upon forty-eight (48) hours' notice and payment of actual costs, copies of material in personnel files may be made. Material that might adversely affect employment may be placed in a personnel file only after allowing the faculty member to read the material and append answers to any charges, complaints, or statements involved.

The faculty member shall then sign the material, but such signature shall not imply agreement with the statements contained therein. A faculty member may petition the appropriate administrator to have any such material removed from the personnel file. The material shall be removed after seven (7) years.

Section 2. Insurance

The Employer shall contribute up to the maximum amount authorized by law and the Public Employees Benefits Board (PEBB) for allowable group insurance plans for each eligible faculty member. Faculty members shall have the opportunity to self-pay such contributions during leave without pay. Faculty are responsible for all premiums in excess of the amount allowed by law. Such premiums shall be paid during summer months for such eligible faculty who are returning to work for the subsequent academic year.

Consistent with applicable Public Employees Benefits Board regulations, an adjunct faculty member shall be eligible for PEBB approved plans beginning the second consecutive quarter in which the assignment is one-half (.5) of an FTEF or more, in the case of counselors and librarians where the assignment is 17.5 hours per week or more at the college or when the combination of assignments at the college and other post-secondary institutions exceeds half-time. Half-time will be determined based on each college's definition of "full-time".

At the beginning of each quarter, the college shall notify, in writing, all current and newly hired adjunct faculty of their potential right to PEBB approved benefits.

The adjunct faculty member is responsible each quarter to notify the college in writing of multiple employment status and to request a determination of their eligibility status. (WAC 182-12-115(5)(a))

As provided for by law, unemployment insurance shall be maintained for faculty members.

Section 3. Application of Tenure

The Federation agrees that the ultimate authority to grant or deny tenure is vested with the Board. The Board agrees that any decision to grant or deny tenure which is contrary to the Probationary Review Committee recommendations shall be immediately disclosed to both the probationer and applicable Probationary Review Committee. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the non-renewal or renewal of individual contracts including all decisions relating to the dismissal or discharge of a faculty member shall not be subject to the grievance procedure of this Agreement.

Section 4. Termination of Employment

Terminations of employment of full-time faculty members during the term of their employment shall be handled in a manner consistent with Article XVI. It is agreed that such provides a means for resolving disputes regarding terminations and that such disputes shall not be subject to the grievance procedure of this Agreement.

Section 5. On-Campus Class Attendance

A faculty member may request the Employer's permission to be allowed to attend classes on campus without loss of pay. This shall not be construed to reduce the amount of time normally expected of a faculty member.

Section 6. Substituting

Full-time faculty members shall not be required to substitute as part of their regular assignment. Payment for substitute activities shall be in accordance with Article VII, provided such activities are assigned and authorized in advance by the appropriate Dean/Director.

Section 7. Off-Campus Transfers

Assignments of full-time faculty members to an off-campus assignment shall be made only if such assignment is necessary for the instructor to maintain a normal load or to maintain a program. The college shall pay mileage or provide a college vehicle in accordance with appropriate statutory requirements of OFM regulations when a faculty member is assigned to an off-campus location.

Section 8. Evening Assignments

Assignments after 4:00 p.m. shall be assigned as part of a full-time faculty member's assignment only when such assignment is essential to make up the total normal load of the individual or program. Such assignments shall rotate by quarter and by faculty member in that program provided no individual faculty member has volunteered.
At corrections sites, night classes will first be offered to full-time faculty at the site. Full-time

faculty have the right of first refusal, starting with who most recently taught night classes at the facility. Next, the night class will be offered to full-time program faculty. If the class remains unstaffed, adjunct faculty will be sought. If no adjuncts are available, the dean will work with the faculty to find an equitable way to staff the class.

Section 9. Adjunct Interview Rights

An adjunct faculty member who applies for an open full-time position and who fully completes the application process will be granted an interview.

Section 10. Technology Support

Faculty members will not be required to teach a course for which they do not have the requisite technology. Faculty members will be given access to an office or work area computer station that has appropriate, functioning software, and adjunct faculty members will have technical resources made available that are comparable to full-time faculty members. Faculty members are responsible for notifying their appropriate supervisor of technical resource needs.

ARTICLE VII: COMPENSATION

Section 1. Salary Schedule for Full-time Faculty

(For 2026-2027, Effective 7/1/2026)

Salary Step	Salary
I	75,276
J	77,991
K	80,714
L	83,433
M	86,146
N	88,410
O	90,677
P	92,850
Q	95,605
R	97,337
S	99,066
T	100,793
U	102,517
V	104,245
W	105,969
X	107,699
Y	109,427
Z	111,153
AA	112,880

Section 2. Placement of New Faculty

Faculty members hired by the college on or after the effective date of this Agreement shall be placed on the Salary Schedule in accordance with the following provisions:

A. Initial Placement. Initial placement on the faculty salary schedule will be determined by the President in conjunction with the Vice President of Human Resources.

   Full-time faculty will be placed at Step I on the salary schedule for meeting the first of the following criteria for which they qualify:

   1. Master's degree.

   2. Bachelor's degree plus sixty (60) college credits or two (2) years' relevant experience, or combination thereof.

   3. Associate degree plus four (4) years of recent and relevant work experience.

   4. A combination of a journey-level certificate and recent experience in the trade or occupation totaling six (6) years.

   5. Six (6) years of current practical experience in the trade or occupation in which the person will teach.

   6. Education, experience, and full-time teaching which equates to any combination of (1) through (6) above.

B. Initial placement beyond Step I will be based on additional salary credits as defined below. Fifteen (15) salary credits are required for each step advancement. Salary credits will be allowed only in excess of those required for placement at Step I.

   1. One (1) salary credit for each academic quarter credit hour up to a maximum of ninety (90) academic credits.

   2. One (1) salary credit for each ten (10) hours of appropriate and relevant industry training related to a professional assignment.

   3. Five (5) salary credits for each full-time equivalent year of college-level teaching experience up to a maximum of six (6) years, thereafter, three (3) salary credits for each year of relevant experience. K-12 teaching experience shall count at the same rate as college-level teaching experience when the faculty member is hired to teach non-college-level classes (e.g. HSC, Basic Math, etc.). Otherwise, high-school-level teaching experience will be credited at half the rate of college-level teaching.

4. Five (5) salary credits for each full-time equivalent year of work experience directly related to the professional assignment beyond the minimum qualifications required in A above up to a maximum of six (6) years. Thereafter, three (3) salary credits for each additional year of work experience. High school teaching experience shall count as relevant work experience for faculty members hired to teach education classes. Elementary teaching experience shall count as relevant work experience for faculty members hired to teach education or early childhood education classes.

5. Full-time equivalence is defined as: teaching experience calculated as one hundred fifty (150) classroom hours equal one (1) quarter, and three (3) quarters equal one (1) year. As a counselor or librarian, three hundred fifty (350) hours of employment equals one (1) quarter. Three (3) quarters equals one (1) year.

6. New faculty members will not be placed higher than Step Q on the salary schedule.

C. New faculty members have forty-five (45) days from the date of notification of initial placement to provide documentation and/or request an amendment to that placement. Notification of initial placement shall be by certified mail return receipt requested. A fifteen (15) day extension may be requested but in no case shall the timeline be extended more than sixty (60) days past the first contracted day. Any employment offer made by the college to prospective faculty members who begin their faculty assignment after the expiration of the current contract, not considering extensions, will be contingent on the outcome of negotiations which are in progress.

   The Federation will be promptly notified of the salary placement of all new hires.

Section 3. Contract Year

Individual faculty contracts, consistent with the President-approved calendar, shall be one hundred seventy-seven (177) days. Contract days beyond one hundred seventy-seven (177) shall be compensated at 1/177 of the annual salary. The Federation shall be notified in writing prior to any adoption or modification to the President-approved calendar.

Section 4. Advancement on the Salary Schedule for Full-time and Pro Rata Faculty

A. Availability of Funds. Any increase in compensation provided in this Agreement shall be contingent upon the legislature appropriating funds specifically for the compensation increase or specifically appropriating funds for such purposes in the operating budget. Any provision in this Agreement pertaining to compensation shall be subject to subsequent modification by the legislature. Professional Improvement Credits earned and available fund will be reviewed annually by the union president and vice president of instruction.

B. Advancement. Full-time faculty members shall advance one (1) level on the salary schedule for the completion of a specified number of salary credits provided there is a salary grade to which to move. See Section 4, C for the number of salary credits needed to advance to each step. Advancement on the salary schedule will be based on salary credits earned while employed as a faculty member at the college.

C. Experience Credits. The completion of each year of full-time teaching experience with the college is worth five (5) salary credits. Faculty members who teach in an instructional program which is continuous through a period greater than three (3) academic quarters and requires the same level of effort by students and faculty during the period of the extended contract as during the regular year will earn additional salary credits. These salary credits will be prorated over 177 days.

D. Professional Improvement Credits. The Federation shall establish whatever procedures it deems necessary to define professional improvement credits and to set the criteria that will be used in granting such credits, in accordance with the provisions in the contract,

E. Salary Advancement. Faculty members shall advance one (1) level on the salary schedule for the completion of fifteen (15) salary credits.

F. Pro Rata Faculty. Faculty (instructional, counselor, and librarians) who are not full-time and whose work includes instruction, student advising, curriculum development, and committee work may be designated as pro rata faculty. These faculty members shall receive an annual contract, be paid from the full-time salary schedule, receive prorated benefits, and be eligible for advancement on the full-time salary schedule on a pro rata basis. Duties above those identified are to be recognized and compensated at the appropriate rate.

   Pro rata faculty may accept moonlight and stipend contracts beyond their annual pro rata contract. Such contracts shall not be the basis for a claim of full-time status or tenure at any time in the future.

   The creation of pro rata positions will not be in lieu of full-time faculty positions in the same discipline unless circumstances warrant and will not result in the loss of full-time faculty positions. Changes in, or establishment of, a pro rata position will be communicated to the Federation by the college.

G. Faculty will be notified annually regarding the number of professional improvement credits earned in the current academic year, professional improvement credits balance, and the number of professional improvement credits needed to advance to the next step on the full-time faculty salary scale.

H. Future Salary Allocations. Future legislatively authorized funds that become available to the college for salary increases and/or increments shall be negotiated.

If the above distribution system is legally prohibited, then this section shall be reopened.

Section 5: Academic Rank

A. Instructor. Adjunct faculty members will hold the rank of Instructor.

B. Assistant Professor. Probationary, pro rata, and full-time non-tenure track faculty members will hold the rank of Assistant Professor.

C. Associate Professor. After the Board of Trustees has awarded tenure, the faculty member will hold the rank of Associate Professor.

D. Full Professor. An Associate Professor will be promoted to Full Professor after the completion of eight (8) years of service as a full-time faculty member in a tenure track position at the college and the completion of forty-five (45) professional improvement credits in educational activities. This does not include 5 teaching credits per year.

   These activities may include seminars, workshops, classes, conferences, factory schools, field experience, research and development, artistic performance, and publication.

Section 6: Mentoring Program

A. Purpose.

   The purpose of this mentoring program is to facilitate the transition of newly hired and other interested faculty to the college experience. It provides a process whereby mentors have the opportunity to give back to their colleagues the benefit of the mentor's knowledge, skills, experience, and support.

B. Eligibility.

   1. Eligible faculty will have the opportunity to participate in a mentoring program for newly hired and other interested faculty.

      a. Eligible faculty are defined as those with tenure status or three years' teaching experience at Centralia College.

      b. Each spring quarter, the Human Resources Office will notify all faculty members who are eligible to be mentors. Eligible faculty will inform the Human Resources Office and their appropriate dean of their intent to participate. Faculty who wishes to have a mentor will contact Human Resources and may do so during any academic quarter. Mentor assignments must be approved by the Human Resources Office and the area appropriate dean. Human Resources

will post and maintain a list of available mentors quarterly.

c. All faculty members who have met the eligibility requirement will be eligible to participate in that academic year. Mentors can commence working with a mentee during any academic quarter.

d. The mentorship program is available to all faculty, regardless of worksite, and deans may assist in finding willing mentors as needed.

2. Mentors will receive a stipend of $500 per quarter, or the activities may be calculated as part of workload through consultation with them and approval by the faculty member's appropriate dean. Stipends will be paid after documentation of mentoring activities at the spring workload meeting or when mentoring activities end (e.g., if a faculty member takes a sabbatical, a leave, retires, or if the mentor and mentee agree to terminate the mentorships.

3. The college shall set aside up to $10,000 for mentoring stipends.

C. Activities

1. Faculty members may mentor one-on-one or in groups and will record these activities for their spring workload meeting form.

2. Mentoring activities may include assistance to colleagues in any of the duties traditionally attributed to faculty. Mentors will be available to work with newly hired faculty and other interested faculty on an individual basis as is appropriate and reasonable. Each mentor and mentee will develop a sign a list of mentoring activities and outcomes when mentoring commences; they will review this list and sign to indicate completion of activities before the mentor's spring workload meeting.

   a. Individual mentoring can address, but is not limited to:

      (1) Institutional procedures

      (2) Pedagogy

      (3) Campus and local community culture

   b. Other mentoring activities may include substantial projects as agreed upon by the faculty member and appropriate dean.

3. Payment of the faculty stipend occurs at the end of each quarter of documented work. The mentor's dean is responsible for verifying that the mentor faculty has completed activities

so that the mentor stipend can then be awarded.

4. If faculty from NWCCU approved Centralia College educational sites are asked or choose to travel to another college site for a mentoring opportunity, the college will pay the cost of the travel in accordance with state policies.

Section 7. Adjunct/Moonlight Salary Schedule

(Effective 7/1/2026)

Rate	
Hourly	$ 40.61

Lecture Instruction Rates – per credit

Step 1	$ 1,045.63

Lab Instruction Rates – per credit

Step 1	$ 1,521.37

Adjunct faculty will participate in assessment activities beginning in fall quarter 2026 as outlined in the adjunct faculty handbook.

A. Under-Enrolled Classes. Courses that are taught under an adjunct/moonlight contract that do not reach the enrollment standard set by the Instruction Office are considered to be under-enrolled. Faculty members who agree to teach under-enrolled classes the college elects to run shall be paid no less than the rates specified in the following schedule:

   1. Classes that have enrollments between fifty percent (50%) of the enrollment standard and the enrollment standard, payment will be prorated based upon the actual enrollment.

   2. Classes that have enrollments between five (5) students and fifty percent (50) of the enrollment standard will be paid 50% of full contract for that class.

   3. Classes with four (4) or fewer students will be paid at a rate mutually agreeable to the faculty member and the appropriate dean. Alternate method/modality of teaching may be considered with the approval of the appropriate dean.

   4. If the enrollment standard is an odd number, fifty percent (50%) of the standard will be calculated by rounding down.

B. Adjunct Counselors and Librarians. Adjunct counselors and librarians shall be paid prorated from the full-time salary schedule on the basis of thirty-five (35) hours per week as the reciprocal and shall be eligible for advancement on the full-time salary schedule on a prorated basis.

C. Non-Traditional Instruction. Compensation for independent study, correspondence, video, and similar non-traditional methods of instruction shall be at the non-traditional rate per student credit hour per quarter. Such compensation will increase at the same rate as the adjunct faculty salary schedule rates.

1. Independent study is instruction of entire courses for individual students. Time conflicts that require additional contact time outside of the regular class schedule will be considered independent study.

2. Time conflicts, which allow students to schedule short overlaps of courses and do not require additional contact time outside of the regular class schedule, are not considered independent study.

3. All independent studies will be paid.

D. Meeting/Training Attendance.

1. Adjunct faculty members may be compensated at the non-instructional rate for attendance at college or department meetings as agreed to by the appropriate supervisor.

2. Appropriate documentation will be signed by the supervisor and submitted to the Instruction Office by the last day of each quarter.

3. Compensation for meeting attendance will be processed quarterly. The college will provide a budget to support two hundred fifty (250) hours of adjunct meeting/training compensation for the college campus. These funds may be accessed until depleted. No limit is established for the Corrections Sites.

4. The college and the Federation will evaluate this process, its use, and funding level at the end of each academic year.

5. In order to be compensated, adjunct faculty members are responsible for getting approval from their dean or associate dean prior to completing or attending non eLearning meetings and training. The adjunct faculty members are then responsible for notifying their dean or associate dean when trainings or meetings have been completed.

E. Annual Contract. The dean, in conjunction with department faculty, may offer instructional adjunct faculty an annual rather than quarterly contract based on the adjunct faculty salary schedule. This in no way alters the at will status of adjunct faculty. When practicable, annual contracts for at least two courses per quarter will be issued based on a preferred list established by the dean in conjunction with department faculty. The list will be further defined in the adjunct faculty handbook.

Section 8. Compensation Pools

A. Full-time. Full-time compensation pool shall mean all compensation budgeted for full-time faculty, excluding corrections sites and other grant and contract activity, for the period indicated. Such compensation pool shall include full-time salaries, stipends, extended days, and individual contracts providing for compensation based upon the faculty salary schedule and will also include O.A.S.I. and retirement contributions paid by the college related to such compensation. Such compensation pool shall exclude sick leave buy out.

B. Adjunct and Moonlight. Adjunct compensation pool shall mean all compensation budgeted for adjunct and moonlight faculty, excluding corrections sites and other grant and contract activity, for the period indicated. Such compensation pool shall include all budgeted adjunct salaries based upon the Adjunct/Moonlight Salary Schedule and will also include O.A.S.I. and applicable retirement contributions paid by the college related to such compensation.

Section 9. Method of Calculating Extended Contract Compensation for All Faculty

A. Non-Instructional Faculty. Non-instructional faculty (such as counselors, librarians, and instructional faculty who are advising) are calculated pro rata from full-time salary schedule [using thirty-five (35) hours per week as the basis for full-time] for the time covered by the extended contract.

B. Instructional Faculty. Instructional faculty are calculated pro rata from the full-time salary schedule [using thirty-five (35)] hours per week as the basis for full-time if:

1. Part of an instructional program, which is continuous through a period greater than three (3) academic quarters and the same level of effort by students and faculty, is required during the period of the extended contract as during the regular year.

2. Instructional faculty not covered by item 1 above, will be paid as adjunct faculty.

Section 10. Stipends

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

B. Stipend Schedule. Effective 7/1/2026: There is no stipend schedule. The amount is either negotiated or set by instruction for Extracurricular Reimbursement.

Section 11. Extracurricular Reimbursement

Drama director, music, journalism, radio/TV faculty engaged in extracurricular activities will

receive a stipend of $2,000 per quarter. The stipend will be separate from the faculty members' annual contract.

Section 12. Non-Extracurricular Reimbursement

It is agreed that the above extra duty activities are separate from a faculty member's normal duties and therefore exempt from tenure application. It is further agreed that nothing in this schedule shall be construed to require the employer to maintain such programs or assignments.

A. Policy. Stipended positions/projects will be advertised internally to appropriate campus constituencies when open and greater than $750.

    1. Faculty may petition the appropriate dean for a stipend of any amount when circumstances warrant.

    2. Efforts will be made to ensure that stipends for similar work are compensated equitably.

    3. At the end of each quarter, including summer, a report listing stipends paid to faculty members will be provided to the Federation.

    4. Faculty members have the right to refuse stipended assignments.

Section 13. Bachelor of Applied Science Compensation

A. College faculty who are contracted to teach in the Bachelor of Applied Science (BAS) programs will be compensated according to the following pay scale:

    1. Full-time faculty members may have BAS courses included in their standard teaching load as defined in the negotiated agreement (Article X). In addition, they will receive an additional ten percent (10%) of the adjunct rate based on the Adjunct/Moonlight Salary Schedule (Article VII, Section 6) for each BAS course taught per quarter.

    2. Full-time faculty members may be contracted to teach BAS courses as an "adjunct" or "moonlight" contract. In that case, they will receive an additional ten percent (10%) of the adjunct rate based on the Adjunct/Moonlight Salary Schedule (Article VII, Section 6) for each BAS course taught per quarter.

    3. Adjunct faculty members may be contracted to teach BAS courses. They will be paid according to the Adjunct/Moonlight Salary Schedule plus an additional ten percent (10%) of the adjunct rate based on the Adjunct/Moonlight Salary Schedule (Article VII, Section 6) for each BAS course taught per quarter.

Section 14. Non-Transcripted Course Compensation

A. Faculty members who are contracted to teach courses that are not intended for use in high school equivalency programs or pre-requisites for college level degrees or certificates will be compensated:

Theory Class Rate:	$300 per quarter credit
Guided Practice Class Rate:	$500 per quarter credit

1. A one-credit theory class generally meets 10 hours and a one-credit guided practice class generally meets 20 hours.

2. When courses that are not intended for use in high school equivalency programs or pre-requisites for degrees or certificates are combined with a credit bearing, graded section of a class, the instructor will be paid according to enrollment type and from the corresponding salary scale. Total pay cannot exceed the rate of pay for a full contract under the adjunct/moonlight scale. (Article VII, Section 6).

B. Courses that do not reach the enrollment standard set by the Instruction Office are considered to be under enrolled. Faculty members who agree to teach under-enrolled classes the college elects to run shall be paid no less than the rates specified according to the under-enrolled schedule. (Article VII. Section 6, C. 1-4).

Section 15. Faculty Chair

A. Definition. Faculty chairs report to the dean or associate dean. They are selected by the members of their faculty department for terms not to exceed two (2) years. (Departments may choose to hold elections or to design a chair rotation based upon some criteria such as seniority.) Chairs provide leadership within the department and advocate on its behalf to the rest of the college community. The Chairs have knowledge of campus policies and practices. This position is intended to provide representation, assistance, advisement, and information for the department. None of these duties should be construed as being supervisory in nature.

B. Faculty Chair Responsibilities. The faculty chair reviews department issues and concerns with the dean or associate dean and fulfills the following responsibilities:

1. Presides at department meetings. (Minutes of meetings should be kept and shared with all department members, the immediate supervisor, and the Instruction Office.)

2. Provides leadership and opportunities for faculty input within department regarding:

    a. Program and curriculum development, review, and modification;

b. Schedule development;

c. Department advising activities;

d. Purchase of department supplies and equipment;

e. Initial budget and staffing requests;

f. Selection of representatives for the Curriculum Approval Committee, the Assessment Committee, and a department representative for the Advising Steering Committee.

3. Represents department interests to the administration and campus community.

4. Meets regularly with the dean or associate dean.

5. Attends quarterly meetings or as needed with the Vice president of Instruction.

6. Assists the dean or associate dean with the selection of adjunct and temporary faculty. Full-time faculty within the discipline should be consulted regarding credentials of potential adjuncts. They may, if they choose, interview potential adjuncts.

7. Assists the dean or associate dean in evaluating adjunct faculty according to the processes agreed to in this Agreement. The actual evaluations may include other faculty from the department.

8. Compensation shall be a $1,000 stipend per quarter.

Section 16. High Demand

A. Purpose. The purpose of signing bonuses and high demand pay is to benefit the college and its students by attracting and retaining faculty members who teach a course(s) identified on the State Board for Community and Technical Colleges (SBCTC) list of Skills Gap eligible courses.

B. Process.

1. The college will identify available high demand funding on an annual basis.

2. A committee will be comprised of two members of the president's cabinet and two faculty members appointed by the faculty union board to review and determine qualifying classes based on regional skills gap lists. The list of qualifying classes will be reviewed every two years.

3. The list of qualifying classes will be maintained in the instruction office.

4. Signing and retention pay will be standardized for all identified faculty

    a. A one-time signing bonus, not to exceed $5,000, may be paid to a new full-time faculty hired to teach high-demand courses. New pro-rata faculty hired to teach high demand courses will be paid a pro-rated signing bonus.

    b. Annual retention pay is capped at a maximum of 45 units of instruction annually. Units are based on summer, fall, winter and spring classes.

C. Payment

1. Signing bonuses will be paid in the first quarter of instruction. The signing bonus will require the faculty member to remain in their position for a minimum of three years or return the bonus amount.

2. Annual retention pay will be paid through stipends. A final list of eligible units will be compiled in the spring quarter. Pay will be communicated and disbursed to eligible faculty no later than June 30.

Section 17. Other

A. Contracts. Individual contracts with faculty members will not cover a time period of more than one (1) fiscal year.

B. Calculation. The college reserves the right to exceed the basis of calculation described herein when in its discretion such exception serves the best interest of the colleges.

Section 18. Reopener

This Article may be reopened in the event that funds for such purposes are increased or reduced by the legislature and/or Governor of the State of Washington.

ARTICLE VIII: FACULTY PROFESSIONAL DEVELOPMENT OPPORTUNITIES

Section 1. Faculty Professional Improvement Committee

The Faculty Professional Development Committee shall be composed of a minimum of five (5) faculty members [three (3) at corrections sites]. At least one (1) academic and one (1) workforce faculty member will serve on each committee.

The Faculty Professional Development Committee shall establish policies for the implementation of the Extended Studies Support Program in consultation with the faculty and select the recipients for Extended Studies funds in accordance with provisions established in Section 3 of this Article.

The Faculty Professional Development Committee shall implement procedures established in Section 4 of this Article with respect to Professional Improvement Credits.

The Faculty Professional Development Committee shall oversee the implementation of post-tenure evaluation procedures as provided for in this Agreement.

Section 2. Faculty Professional Development Plan

All faculty members must complete a faculty Professional Development Plan in order to be eligible for Professional Improvement Credits and/or Extended Studies Support.

All post-tenured faculty members must have a Professional Development Plan as part of the post-tenure evaluation process.

Complete Professional Development Plans are to be filed in the Instruction Office.

Section 3. Extended Studies

A. Purpose. The purpose of this program is to provide resources for materials, activities, and equipment to assist and encourage faculty members to realize professional potential.

B. Funding. Funding for the college faculty shall be Step I and increase at a rate equal to the faculty salary COLA applied to the salary schedule each subsequent year.

1. Funding at the corrections sites will be at a percent equal to the relationship between the corrections sites full-time faculty and the college full-time faculty the previous fall quarter.
2. Funds not expended or earmarked by April 1 shall be available for reimbursement that exceeds the guidelines.

C. Allocations. All full-time, probationary, and pro rata faculty members (pro rata faculty on a prorated basis) will be allocated $450 per academic year for the acquisition of professional development materials, membership dues to professional organizations, and or professional development activities. These include but are not limited to books, journals, and certification testing.

1. If a faculty member chooses to use the allocation for professional development activities, the activities must be approved through the Faculty Professional Development Committee.

2. Faculty members may arrange for either purchase of materials through the Instruction Office or for reimbursement upon presentation of receipts. Faculty at the corrections site

will make their arrangements through the dean's office. Reimbursements will be processed twice per year, at the conclusion of fall quarter and May 15th.

D. Activities. Qualified faculty members shall be reimbursed up to $450 for each credit earned under the provisions of this section. Courses taken from the college shall be subject to the provisions of the tuition waiver program or reimbursed for tuition only in instances where the tuition waiver program cannot be used (excludes Community Service). Support shall be granted up to a total of $450 per credit for tuition/registration, expenses including tuition, books, housing and expenses in cases where applicant must pay for alternative housing away from his/her home, and travel when the amount of travel is over twenty (20) miles one way from the faculty member's home or point of origin to the place of study or approved destination. (Proof of such expenditures may be required.)

1. Qualified faculty will be eligible for up to $4,500 or ten (10) quarter credit hours per fiscal year.

2. This program shall be open to all members of the faculty who fulfill the qualifications noted below and applications shall be made in writing, setting forth the details of the proposed course of study for which the grant is requested.

3. Credit shall be given only for courses of study related to the faculty member's field of competence; or for courses necessary to increase his/her competency in a subject area to which he/she is to be assigned; or for courses which improve competency in assigned duties which may include courses which improve competency in new teaching techniques; or for courses required for vocational certification; or activities related to the faculty member's Professional Development Plan. Exceptions may be allowed in cases when a faculty member has completed the terminal degree in their field of expertise and is pursuing degrees in other fields that may enhance or support their instructional practice: e.g., education or leadership. The purpose of these exceptions must be addressed in the faculty member's Professional Development Plan. Reimbursement shall also be provided for industrial training, seminars, and conferences which meet the above criteria on the basis of fifteen (15) hours equals one (1) credit. Courses taken as a part of the Extended Studies program shall be taken outside the faculty member's normal contract duties.

4. An applicant's eligibility for Extended Studies supported activities will be determined each year by the Faculty Professional Improvement Committee, in the following order:

    a. Tenured faculty;

    b. Probationary faculty;

    c. Pro rata/full-time non-tenured/adjunct faculty on the basis of seniority.

(1) A minimum of one (1) year full-time equivalent experience as defined in Article VII, Section 2, is necessary to be eligible.

(2) Seniority is based on equivalent years of full-time teaching experience at the college.

(3) Tenured faculty who retire from the college may apply their years of teaching experience at the college to their adjunct status for purposes of determining Extended Studies awards.

(4) Breaks in service do not affect eligibility for extended studies awards.

5. At corrections sites no more than seventy-five percent (75%) of the balance of the extended studies fund after initial allocation may be applied to professional leaves. These funds are in addition to the provisions in Article VIII, Section 7, A, B, and C.

6. Funds from this program shall be paid to the selected faculty members upon presentation of transcripts of grades received or receipts and appropriate documentation from conferences and seminars. If participation is in conjunction with a leave of absence, the participant must return to college employment prior to reimbursement.

E. Orientation of New Faculty. The Federation will provide an orientation to new faculty members regarding this program.

Section 4. Professional Improvement Credits

The Federation shall establish whatever procedures it deems necessary to define professional improvement credits, and to set the criteria that will be used in granting such credits. Any changes in procedures or criteria from those presently on file shall immediately be filed with the Vice president of Instruction, Vice president of Students, and the President's office. Such criteria shall be district-wide and shall be consistent with the following:

A. Activities must be related to the actual or potential assignments of the faculty member or part of a degree program related to the above actual or potential assignments or part of a faculty members' Professional Development Plan.

B. Activities must be beyond the normal contractual duties of the faculty member. Activities related directly or indirectly to Federation business shall not qualify.

C. All activities must be submitted to the Federation within ten (10) weeks of the completion of the activity and processed by the Federation consistent with F below.

D. Professional Improvement Credits shall be available to all full-time and pro rata faculty members and be evaluated in a fair, equitable, and consistent manner, regardless of their membership in or out of the Federation or college assignment.

E. All professional improvement credits screened, processed, and recommended by the Federation are to be submitted to the Human Resources Office on forms available from the Faculty Professional Development Committee and such forms shall be provided by the college to the committee. All documentation verifying the completion of the approved Professional Improvement Credits are to be submitted to the Human Resources Office by September 30 following the completion of the activity to be counted for salary placement for that year. Transcripts verifying completion of college courses must be submitted within one (1) year of completion of the courses. Verification for all other professional improvement activities must be submitted within one (1) year of the completion of the activity. If transcripts and/or verification for professional improvement credit activity are not received in the Human Resources Office within one (1) year of the activity taking place, another request form must be submitted by the Federation. Requests shall be denied only to the extent that they are inconsistent with the above.

Section 5. Curriculum Development Opportunity

A. Faculty members may apply for curriculum development awards to work on curriculum projects during non-instructional periods. The college shall budget $7,500 per academic year for such awards at the college and $3,000 per academic year for corrections sites.

B. A curriculum development committee shall be established on each campus. The committee shall consist of two (2) faculty and two (2) administrators on each campus. The Federation President shall appoint one (1) academic faculty member and one (1) workforce faculty member to each committee and the President shall appoint the administrative committee members.

C. Applications shall be made to the Curriculum Development Committee and shall specify a request for a Curriculum Development Opportunity. Applicants shall provide the committee with the course(s) in need of development and revision and the justification for such work.

D. The Curriculum Development Committee shall recommend recipients of the Curriculum Development Opportunity award to the President.

Section 6. Sabbaticals

A. Purpose. The purpose of sabbatical leave is to benefit the college and its students by providing full-time faculty members with the opportunity to engage in activities leading to professional growth and revitalization. Such leave would allow eligible faculty members an extended period of time free from normal contractual obligations to pursue legitimate

professional goals. This purpose is consistent with the provisions of RCW 28B.10.650 entitled "Remunerated professional leaves for faculty members of institutions of higher education" as now exists or is hereafter amended, and with this college's commitment to faculty professional development. Appropriate uses of sabbatical leave would include formal study, travel, work experience in one's teaching field, or any other activity which would contribute substantially to the improvement of teaching abilities.

B. Eligibility. Sabbatical leave may be granted for one (1), two (2), or three (3) consecutive quarters after completion of five (5) years of full-time contractual service as a professional faculty member of the college. Faculty members awarded three (3) quarters of sabbatical leave will be eligible for an additional award after completion of a new five (5) year period of full-time employment as a faculty member. Faculty members who are awarded leaves of fewer than three (3) quarters retain their remaining entitlement and will qualify for additional entitlement at the rate of one (1) quarter for each two-year period of full-time employment as a faculty member, not to exceed three (3) quarters of entitlement.

C. Approval. All sabbatical leaves require the approval of the President. The number of sabbatical leaves approved shall not exceed two (2) for the college and one (1) for corrections sites in any quarter of any academic year. The number of leaves granted shall be subject to budget restraints. Sabbatical leaves at the corrections sites will be subject to the approval of the Department of Corrections and specifically the approval of use of Department of Corrections funds for professional paid leaves.

D. Compensation. Calculation for compensation shall be based on actual contract days in the specific quarter(s) when the sabbatical is taken.

    1. For one (1) quarter sabbaticals, the rate of compensation shall be at ninety percent (90%) of the sabbatical recipient's salary.

    2. For the second one-quarter sabbatical during a five (5) consecutive college year period, the rate of compensation shall be at eighty percent (80%) of the sabbatical recipient's salary.

    3. For the third one-quarter sabbatical during a five (5) consecutive college year period, the rate of compensation shall be seventy percent (70%) of the sabbatical recipient's salary.

    4. Procedure. Separate committees for the college and the corrections sites will be established to accept and review sabbatical leave requests. The college committee will be comprised of the Vice president of Instruction, the Vice president of Student Services, and one (1) workforce and one (1) academic faculty member appointed by the President after receiving recommendations from the faculty. The committee at the corrections sites will be comprised of the dean, his/her designee, one (1) workforce and one (1) academic faculty member appointed by the President after receiving recommendations from the

faculty. An application for sabbatical leave, which will include reasons for requesting the leave and a detailed sabbatical leave plan, must be submitted to the committee by January 15 of the academic year prior to taking leave. The President will, after giving reasonable consideration to the recommendations of the committee, award or deny sabbatical leave. The President will notify the candidates for sabbatical by April 15. The award or denial of sabbatical leave grants are not grievable under any grievance procedures.

5. Sabbatical leave shall be awarded according to the following criteria:

    a. The value of the proposed activity to the enhancement of the instructional program of the college.

    b. The value of the proposed activity to the professional growth and development of the applicant.

    c. The past contribution of the applicant (years of service, range of service, quality of service) to the college.

6. Any sabbatical award is subject to:

    a. The ability of the college to employ a qualified replacement for the faculty member requesting the sabbatical, and

    b. The availability of funds.

7. Guidelines and procedures for sabbatical leave, including application forms, rating procedures, and reporting requirements will be established by the committee prior to the institution of the sabbatical leave program.

E. Leave Contract. When granted a sabbatical leave, the recipient shall sign a contract with the college specifying:

    1. The length of sabbatical leave.

    2. The amount of sabbatical payment.

    3. A commitment to perform according to the approved sabbatical leave plan.

    4. That the recipient will return to employment with the college following his/her completion of such leave and serve in a professional status for a period commensurate with the amount of leave so granted. Failure to comply with the provisions of the signed agreement (contract) will constitute an obligation of the recipient to repay to the institution any remuneration received from the institution during the leave. Application of

a reduction-in-force will take precedence over any sabbatical leave agreement and/or procedures. That the recipient, upon return, will submit a written report to the President or dean summarizing the work completed during the sabbatical leave and describing how the new knowledge will be utilized in professional assignments. A report of completed professional development activity must also be submitted to the committee.

5. Non-compliance with terms of the leave contract will be dealt with according to RCW 28B.10.650.

F. Employee Rights. The time spent on sabbatical leave shall be recognized as equivalent to time spent as a full-time faculty member of the college, exception sabbatical leave entitlement.

1. Access to the college's resources will not be diminished while on sabbatical leave.

2. Appropriate office space will be available through mutual agreement of the faculty member and the college.

Section 7. Reimbursed Leave

A. Purpose. The purpose of reimbursed leave is to provide eligible faculty members with opportunities to participate in leadership, professional development, and professional growth opportunities. Such leave would allow eligible faculty members an extended period of time free from normal contractual obligations to pursue these goals.

1. Faculty members on reimbursed leave shall not incur a break in service.

B. Eligibility. Reimbursed leave may be granted to tenured and pro rata faculty members. Faculty members whose positions are full-time or pro rata but funded from non-general fund monies are also eligible.

1. Reimbursed leave may be granted for up to one (1) year. The Sabbatical Committee may grant exceptions as circumstances warrant. Leave composed of reimbursed, sabbatical, or a combination of the two (2), may not exceed two (2) years in a five (5) year period. No more than 10 percent (10%) of eligible faculty members may be on reimbursed or sabbatical leave during any one (1) quarter.

C. Approval. An application for reimbursed leave which will include the reasons for requesting the leave will be submitted to the Sabbatical Committee at least one quarter in advance of the leave requested. Exceptions can be made by the committee when circumstances warrant.

1. The Sabbatical Committee will evaluate the application for reimbursed leave based on the following considerations:

a. Is it cost neutral to the college?

b. Is there a qualified replacement?

c. Is the quality of the program maintained?

d. Is it allowed by the specific funding source of the faculty position?

2. The identification of a qualified replacement will involve the faculty member requesting the leave, his/her supervisor, and the appropriate vice president.

3. Notification of the committee's decision will be communicated to the faculty member within four (4) weeks of receipt of application.

4. During the summer quarter, temporary faculty appointments to the Sabbatical Committee, pursuant to Article VIII, Section 6, E, will be made in order to consider summer applications.

D. Corrections Sites Professional Leave. Funds available to eligible faculty members at the corrections sites through the Curriculum Development and Extended Studies programs are available for professional leave. No more than seventy-five percent (75%) of the balance of the extended studies fund after initial allocation may be applied to professional leaves. These funds are in addition to the provisions in Article VIII, Section 7, A, B, and C.

1. Full-time faculty members who have served a minimum of five (5) years are eligible for this leave.

2. This leave may only be taken during fall, winter, and spring quarters.

3. Eligible faculty members may apply for this leave no later than the end of the first week of the quarter of the preceding session.

4. Application shall be made to the Professional Leave Committee according to the guidelines established in Article VIII, Section 6, E. The Professional Leave Committee shall be composed of the dean, his/her designee, and two (2) full-time faculty members.

Section 8. Exceptional Faculty Award Program

Pursuant to RCW 28B.50.843, the Federation and the college agree to the following process for nomination and selection of faculty for the Exceptional Faculty Award.

A. Eligibility. To be eligible for the award, the individual must have completed the equivalent of

three (3) years of full-time experience as a faculty member at the college.

Faculty at all sites can nominate another faculty member. Faculty at all sites can be an award recipient.

B. Nomination. During each winter quarter the Centralia College Foundation will distribute an announcement about the program, including application/nomination forms.
Any member of the faculty or college community may nominate a faculty member. Faculty members may not nominate themselves.

A faculty member who has been a recipient of the Exceptional Faculty Award shall not be eligible to receive another award for a period of five (5) years.

Nominated faculty will be asked to complete a supplementary information form, and all material must be submitted to the Foundation.

C. Committee. The exceptional Faculty Award Committee shall be composed of three (3) community members of the Centralia College Foundation Board of Directors, the faculty who received the prior year's Exceptional Faculty Award, and one (1) management representative.

If the faculty recipients from the previous year are not available to serve on the committee, the Federation will appoint a replacement.

The Exceptional Faculty Award Committee will review nomination forms and make their recommendations to the President for the award(s) by April 15.

D. Criteria: The following criteria and guidelines shall be considered for the selection of the recipient.

1. Excellence in primary assignment:

    a. Innovation and currency in pedagogy and content of the field.

    b. Creation of the environment that motivates students in learning, critical thinking, and creative discourse.

2. Service to students:

    a. Exemplary mentoring and special assistance to students.

    b. Outstanding service to students through advising, assistance to clubs, etc.

3. Service to profession:

a. Praiseworthy, scholarly, academic, or technical contributions to one's field.

b. Leadership in, and extensive service to, professional organizations in one's field.

c. Recognition by professional peers.

4. Professional contributions to the college community:

a. Outstanding service to the college community beyond his/her contractual duties.

b. Innovative college leadership and participation in programs, groups, and activities.

E. The President will present recommendations to the Board of Trustees for action at the May meeting.

F. The Board of Trustees will select the recipients of the awards by the end of the first full week of May each year.

ARTICLE IX: PROBATIONARY EMPLOYMENT AND TENURE

Section 1. Purpose

Consistent with RCW 28B.50.850-870, the Board of Trustees of Centralia College hereby establishes the following rules and procedures on faculty tenure and probationary employment, the purpose of which is threefold:

A. To protect faculty appointment rights and faculty involvement in the establishment and protection of those rights at the college and all subsequent community college campuses hereafter established within the college district; and

B. To define a reasonable and orderly process for appointment of faculty members to tenure status and the dismissal of the tenured faculty member; and

C. To assure that tenure is granted to faculty members of such character and instructional ability that the college, so far as its resources permit, can justifiably undertake to employ them for the rest of their academic careers.

Section 2. Definitions

As used in this chapter, the following terms and definitions shall mean:

A. “Appointing authority” shall mean the Board of Trustees of Centralia College or its designee(s).

B. “Tenure” shall mean a faculty appointment for an indefinite period of time, which may be revoked only for sufficient cause and by due process.

C. “Faculty appointment” shall mean full-time employment as a teacher, counselor, librarian, or other position for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments. Faculty appointment shall also mean department heads and administrators to the extent that such department heads and administrators have had or do have status as a teacher, counselor, or librarian. The term faculty appointment shall not apply to special funds positions governed by RCW 28B.50.851 or WAC 131.16.400 as now enacted or hereinafter amended.

D. “Probationary faculty appointment” shall mean a full-time faculty appointment for a designed period of time, which may be terminated without cause upon expiration of the probationer’s terms of employment.

E. “Probationer” shall mean any individual holding a probationary faculty appointment.

F. “Administrative appointment” shall mean employment in a specific administrative as determined by the appointment authority.

G. “Regular college year” shall mean a faculty appointment inclusive of consecutive fall, winter, and spring.

H. “Probationary period” shall be in accordance with applicable statue.

I. “Mid-point” means the 15th day of the month representing the middle of the 2nd, 5th, or 8th probationary quarters, which shall be as follows: November 15, February 15, May 15, or July 15 (when applicable).

J. “Probationary Review Committee” shall mean a committee composed of the probationer’s faculty peers, one (1) student representative, who shall be a full-time student chosen by the student association of the college, and one (1) administrator. The majority of the committee shall consist of the probationer’s faculty peers.

A separate probationary review committee shall be established for each full-time probationer and shall serve as a standing committee until such time as the probationer is either granted tenure or his/her employment in a probationary faculty appointment is terminated. Each probationary review committee shall be composed of five (5) persons. Three (3) tenured faculty members selected by a majority of the tenured and probationary faculty members acting in a body within thirty (30) days of the probationer’s first regular college year. The President shall appoint a

college administrator as the fourth member of the committee who shall serve as Chairperson. The fifth member shall be a full-time student chosen by the student association of the college. If a vacancy occurs on the committee, the same process for selecting a replacement should be followed as applied in the selection of the original member.

Section 3. Duties and Responsibilities of Probationary Review Committees

A. The general duty and responsibility of the probationary review committee shall be to assess and advise the probationer of his/her professional strengths and weaknesses and to make reasonable efforts to encourage and aid him/her to overcome his/her weaknesses.

B. The probationary review committee shall meet at the call of the chair, when in his/her discretion the need for such a meeting arises, provided that the committee shall meet with the probationer at least twice during each of the first two (2) quarters of employment and once during all other quarters and, additionally within ten (10) days of the receipt of a written request setting forth good cause to meet as directed to the chair by the probationer.

C. The first order of business for each probationary review committee shall be to draw up an annual plan that it will follow in evaluating the performance and professional competence of the full-time probationer assigned thereto. The plan shall include a schedule of meetings, the names of review committee members who will make classroom observations, the frequency of these observations, and the times of these observations (i.e. 6th week of quarter, 8th week of quarter, etc.). The plan shall also include a schedule for completion of other parts of the review process.

D. If, at any time during the probationary period, the committee determines that the probationer has any weaknesses in the performance of those duties for which the probationer was hired, the committee shall set forth a detailed plan for the probationer to overcome these weaknesses. Such a plan may include additional courses to be taken by the probationer, experts to be consulted who would be in a position to assist the probationer in overcoming weaknesses, and any other steps that the committee believes will aid the probationer in overcoming weaknesses.

E. The probationary review committee shall prepare, for inclusion in the tenure file, its annual plan for evaluating the performance and professional competence of the full-time probationer within thirty (30) days of the formation of the probationary review committee.

F. Performance of duties as a probationary review committee member is an important part of the duties of both the probationary faculty member and the full-time tenured faculty members who have been elected to such committees. It is the responsibility of the review committee chairperson to keep the probationer informed of the procedures. The committee's evaluation of the probationer shall be directed toward and result in the determination of whether or not the probationer possesses the necessary personal characteristics and professional competence

to perform effectively in his/her appointment. A probationary review committee's evaluation procedures shall include the following:

1. Classroom or workplace environment observations by members of the probationary review committee which may include the review of course outlines and classroom test instruments;

2. Student evaluation administered by the committee chairperson or his/her designee;

3. Assessment of the probationer's participation in professional activities both on and off campus;

4. Self-evaluation.

G. The probationer or the committee shall have the right to determine additional methods or procedures of evaluation in addition to and after completion of all of the above procedures.

H. Each probationary review committee shall be required to conduct an on-going evaluation of the full-time probationer assigned thereto and render the following written reports to the probationer, the President, and the appointing authority on or before the designated times during each regular college year such appointee is on probationary status; or, as is also required, within fifteen (15) days of the President's written request therefore:

1. A written report after the first probationary quarter outlining the probationer's strengths and weaknesses. This report should also include a list of steps that can be taken by the probationer to improve his/her weaknesses.

2. A written evaluation of each full-time probationer's performance including the degree to which the probationer has overcome stated weaknesses shall be submitted to the Board of Trustees on or before the mid-point of the second, fifth, and eighth probationary quarters. The review committee shall obtain the probationer's written acknowledgment of receipt of the written evaluation. The probationer shall have the right to answer the evaluation report in writing and attach his/her answer to the report.

3. A written recommendation regarding the renewal or non-renewal of the probationer's contract for the ensuring regular year, on or before March 1; or a written recommendation for granting or denying tenure with accompanying supporting material or continued probationary status, on or before the mid-point of the eighth probationary quarter.

4. Failure of any review committee to make such written recommendation by the mid-point of the eighth probationary quarter shall not be deemed a recommendation either for or against the awarding of tenure.

I. The final decision to award or withhold tenure shall rest with the appointing authority after it has given reasonable consideration to the recommendations of the probationary review committee.

J. All written evaluations and recommendations prepared and submitted by a probationary review committee pursuant to these rules shall include the committee's findings and supportive data and analysis.

K. The appointing authority shall provide for the award or denial of faculty tenure following a probationary period not to exceed nine (9) consecutive quarters, excluding summer quarters and approved leaves of absence. Provided the appointing authority may award or withhold tenure at any time, after it has given reasonable consideration to the recommendations of the appropriate review committee. The probationary period may be extended in accordance with the applicable statue (RCW 28B.50.852).

L. This appointment to tenure is effective until the faculty member resigns or retires from the college or is dismissed for "sufficient cause" (as defined in Article XVI. Section 1. A.)

ARTICLE X: PROFESSIONAL DUTIES AND WORKLOAD FACTORS FOR FULL-TIME FACULTY

Section 1. Professional Duties

The professional duties defined in this section identify the broad categories of duties performed by full-time faculty.

A. The primary duty of full-time instructional faculty is to deliver direct student instruction.

B. The primary duty of full-time counseling faculty is to provide support, guidance, and counseling to students in accordance with the American Counseling Association guidelines and applicable Washington state laws and regulations.

C. The primary duty of full-time library faculty is to provide library services to patrons.

D. All full-time faculty are to provide support and guidance to students; develop program outcomes and curricula; complete required assessment activities; maintain critical relationships; perform program management functions; and keep current in their respective fields.

Section 2. Instructional Workload Factors

A. The instructional loads defined describe existing workload standards at the college. These are not intended to provide either a general workload increase or decrease.

B. The assignment of instructional load for faculty is the responsibility and authority of the appropriate dean/administrator.

C. Instructional Load Standards.

1. Faculty shall normally be assigned with a range of forty-one (41) to forty-eight (48) instructional units per academic year.

2. Faculty who teach four (4) to eight (8) lab credits per academic year shall normally be assigned within the range of forty-one (41) to forty-seven (46) instructional units.

3. Faculty who teach nine (9) to fourteen (14) lab credits per academic year shall normally be assigned within the range of forty-one (41) to forty-six (45) instructional units.

4. Faculty who teach fifteen (15) or more lab credits per academic year shall normally be assigned within the range of forty-one (41) to forty-five (44) instructional units.

5. Faculty members with a student/faculty ratio at or above the state average for the discipline who teach eight (8) or more sections of science labs per year will not have a unit load above 44 without additional compensation at the moonlight lab rate for the units above 44.

6. In a program in which lab credits equal or exceed lecture credits and the faculty workload units fall below 41, the workload is considered met.

D. Instructional units shall be computed for the modes of instruction as follows:

1. Lecture (1.0 – 2.0) instructional units at the college

a. One (1) contact hour per week shall equal 1.0 instructional unit for classes where the credit hours equal or exceed the weekly contact hours and class enrollment is less than fifty-five (55).

b. One (1) contact hour per week shall equal 1.5 instructional units for classes where the credit hours equal or exceed the weekly contact hours and class enrollment is between fifty-five (55) and seventy-two (72). The class cap is set at the top of the range.

c. One (1) contact hour per week shall equal 2.0 instructional units for classes where the

credit hours equal or exceed the weekly contact hours and class enrollment is between seventy-three (73) and ninety-six (96). The class cap is set at the top of the range.

d. Class enrollment means enrollment on the 10th day of the quarter.

2. Laboratory/Clinical (.60) instructional unit at the college

One (1) contact hour per week shall equal .60 instructional unit as above for classes that require more than one (1) but not more than two (2) weekly contact hours for each credit hour.

Section 3. Guidelines for Faculty Workload

The following are provided to help define reasonable expectations of faculty workload and to facilitate equity of workload among faculty members.

A. Factors included in full-time faculty workload:
Full-time faculty workload is understood to include instructional or non-instructional assignment, student advising, committee participation, and other duties as defined in faculty contracts.

Work expectations for faculty who have release time should be proportional to their percentage of instructional assignment.

B. Multiple course preparations:

Those faculty who as part of their regular workload are required to have more than five (5) preparations ready for one (1) quarter, or those faculty members who as part of their regular workload are required to have more than ten (1) total preparations in the regular school year, shall not be expected to be at the higher end of the 41-48 range of instructional units.

C. High student/faculty ratios:

Full-time faculty whose student/faculty ratio exceeds thirty-five (35) during the academic year may be excused from one committee assignment.

D. Advising load:

1. So far as is possible, student advising shall be matched with faculty advisors by program, major, and degree intent at the time of initial registration. The advising steering committee will review advising loads each quarter and make recommended changes to area deans.

2. Each quarter, faculty who advise thirty (30) or more students may provide their dean with

a list of advisees served. Advising workload for faculty who do not provide a list of advisees served will be calculated via the system in use by the college.

3. All advisees count equally, regardless of a student's status as full- or part-time.

4. Faculty members will be available to provide information about their program to questions initiated by potential students. The activity will take place on campus during regularly scheduled hours unless otherwise mutually agreed upon by the college and the faculty member.

5. Every effort shall be made to equalize advisee loads at 15-30 advisees. Advisors with fewer than 15 advisees, with appropriate training provided, can be assigned advisees outside of their discipline. Any advisor who averages thirty (30) advisees during an academic year shall exceed that number only with written permission of the said advisor and will be paid on the independent study rate, one (1) student credit hour for each advisee over thirty (30).

6. Faculty advisors with less than fifteen (15) advisees may be placed at the higher end of the 41-48 range of instructional units.

7. In each quarter when advising day is also a teaching day, advisors who have 15 or more assigned advisees that same quarter (or a proportional number for pro rata faculty) will be provided one additional personal day. These additional personal days must be used by the end of the calendar year (not academic year) in which they are earned.

E. Committee assignment and participation:

1. The college shall continue efforts to equalize committee assignments for all full-time faculty. A range of 2-4 committee assignments is considered reasonable and fair, with the understanding that committee work should not be expected to exceed four (4) hours per week on an average during the school year.

2. Committee assignment refers to all committees on which a faculty member may serve due to their employment at the college.

3. A faculty member who serves as an advisor to a student club or organization that is recognized by the ASCC may count that as one of their committee assignments.

4. A maximum of one club may count as one of the committee assignments.

5. Those faculty who choose not to participate in committee work may be placed at the higher end of the 41-48 range of instructional units.

F. Other workload factors:

In addition to the measurable workload factors listed, the following workload factors will be considered as part of the faculty members' professional commitment to the college. These factors include, but are not limited to, program specific duties; external requirements; course specific duties; outreach/promotions; and non-instructional student contact.

Section 4. Other Provisions

A. Counselors and librarians holding full-time faculty appointments who from time-to-time are assigned to instruct classes in the college shall do so during their weekly hours.

B. Faculty may be assigned additional instructional units above the norm in order to meet the state formula funded student/faculty ratio for the instructional assignment. In no case shall the total assignment exceed thirty-five (35) hours per week, including office hours.

C. All full-time faculty will schedule at least five (5) office hours per week at a time convenient to students and approved by the appropriate dean/administrator. Faculty may elect to hold two (2) out of the five (5) office hours online. Virtual office hours can include communication with students through email, the learning management system, or virtual meetings.

D. Instructional unit credit for situations that are not covered by one of the modes of instruction (e.g., individualized instruction, field supervision, cooperative education, small business, farm management, team teaching) shall be determined on an individual basis by the appropriate dean/administrator.

E. Faculty may be responsible for minor clerical duties associated with his or her primary assignment.

F. One (1) day per quarter will be set aside for faculty to engage in assessment activities. This "Assessment Day", to be scheduled by the Calendar Committee, shall be during the week before final exams. If needed, deans may call one meeting, of one hour duration, during the winter quarter assessment day. No meetings called by the deans will be held during the spring quarter assessment day.

G. On the second and third day of final exams, initial advising for students never previously enrolled will be completed by the Advising and Counseling Center.

H. Advising outside of contractual days by faculty members is optional. Faculty will be given priority for intake advising needs that fall outside of contractual time. Trained staff may perform intake advising when a designated faculty member is available to provide support. Faculty who sign up for advising sessions are required to attend training. Multiple training

sessions for advising will be held. Faculty who commit to advising days are guaranteed a stipend for that day regardless of student demand. A faculty member who is unable to attend a previously committed advising day will not receive a stipend. A stipend of $200 will be issued for a full day of advising. Pro-rated stipends will be issued for a half-day of advising. A schedule identifying dates and times for winter advising must be made available by October 1, spring advising must be made available by February 1, and summer advising must be available by April 1.

I. In the absence of faculty advisor, trained staff can advise students at Correction Sites.

J. Nothing in this Article shall be construed to alter the full-time work assignment otherwise established in Article I.

Section 5. Spring Review

Before the end of spring quarter, each full-time and pro rata faculty member will meet with her or his supervisor to discuss workload. During this meeting the current workload will be reviewed and workload for the upcoming year will be discussed. It is the responsibility of the supervisor to schedule the spring review meeting.

ARTICLE XI: DISTANCE EDUCATION

Section 1. Definition

For purposes of this Article, distance education will include courses offered online, hybrid, and interactive 2-way audiovisual. This includes courses developed at the college or by external groups such as Washington On-Line.

Section 2. Participation

A. Participation in the development of and teaching of distance education courses shall be voluntary. A decision not to participate shall not be reviewed in a negative manner.
B. Participation is not voluntary for faculty members specifically hired to teach hybrid or online courses.

Section 3. Training

A. The eLearning department shall provide or facilitate technology training and instructional support.

    1. E-learning training information will be provided to newly hired faculty by the respective dean.

B. Faculty who are teaching online and hybrid courses are required to be trained in the learning management system that the course will utilize.

C. When learning management software is changed, faculty members will be trained in the new software.

D. Whenever possible, faculty members will have one quarter notice before teaching a class in a new modality.

E. A Learning Management System Training Committee will consist of two (2) faculty members selected by the Federation and two (2) administrators.

   1. This committee will be responsible for establishing a payment scheduled to be used by eLearning to compensate adjunct faculty for learning management systems training.

   2. $5,000 will be made available annually to compensate adjunct faculty for learning management systems training.

Section 4. Faculty Qualifications

The qualifications of faculty teaching distance education classes must be consistent with those of the college faculty.

Section 5. Workload

A. Class size for online classes will be capped at twenty-eight (28), or the class cap for other modalities listed on the course outline, whichever is lower.

B. Distance education classes may be part of a full-time faculty member's load or as an adjunct contract at the adjunct credit rate.

C. Grading procedures, textbook selection, class scheduling and faculty evaluations will follow the same policies and procedures established for traditional courses.

D. Faculty who teach three (3) or more online classes per year will be assigned within a range of forty-one (41) to forty-five (45) instructional units per academic year.

Section 6. Support

Technical support necessary for class delivery will be provided by the college.

A. The college will make every effort to provide access to equipment necessary for effective

delivery of distance education.

B. If a distance education instructor travels to a site, the college will compensate for travel in accordance with state policies.

C. To help assure student identification, the college will provide faculty members with instructional design support so that all online classes will include practices such as multiple assessment points, proctored exams, varied assessments, and other strategies.

D. The college will make arrangements for proctoring, as required by the faculty member.

E. Support assessment for online teaching:

1. First time online faculty will develop, in collaboration with the eLearning department, a first quarter assessment plan. This plan will be used by and shared with only the faculty member and the eLearning department. This process will not be punitive.

2. Any faculty member teaching online may request this process.

Section 7. Course Development and Intellectual Property Rights

A. Faculty members will be given contracts for online course development that clearly state ownership. If the college pays for the development, the faculty member gives up intellectual property rights. Courses and course materials developed with any college resources are, by law, property of the college.

B. After a course outline has been approved by Curriculum Approval Council, excluding web-enhanced courses:

1. The appropriate program dean and faculty chair discuss upcoming modalities;

2. Then, the eLearning course development process will commence only by approval of the appropriate program dean.

C. When a faculty member converts a course that they teach to an online modality, that faculty member will be paid $150 per credit. If the faculty member teaches multiple sections of the same course, they may be paid only once for converting that course. Payment will occur upon completion of the online development process.

Section 8. Online Evaluations

A. Evaluation forms designed specifically for online classes are to be used for online classes. When formal student evaluations are required, they will be conducted after 60% of the course

has been taught.

B. When online faculty members are being observed for purposes of evaluation, an appointment must be made in advance and the observer's presence will be made known.

Section 9. Non-supplanting

The inclusion of distance education classes into the college curriculum shall not result in the reduction of full-time faculty.

Section 10. Required Regular and Substantive Interactions (RSI) Training

A. All faculty (adjuncts, pro-rata, tenure-track, tenured), prior to or during the first quarter teaching fully online, asynchronous courses, must complete RSI training provided by the college's eLearning department. Compliance with RSI is a three-step process:

    1. Step 1: Attend an RSI workshop offered through the college's eLearning department (adjunct faculty compensated at the non-instructional rate; full-time faculty will be compensated if they are off contract at the time of the workshop for virtual or in-person attendance). The workshop information can also be viewed in the RSI online course and does not have to be completed separately for faculty choosing Option 2 in Step 2 (below).

    2. Step 2: Implement RSI in one online course so eLearning can verify the course achieves RSI requirement. Use one of the following options:

        a. Option 1: Complete a Self-Assessment Tool of RSI activities in your online class(es) and have the RSI activities verified by eLearning (no compensation)

        b. Option 2: Comple an online RSI training (Hosted in Canvas) and implementation ($250)

        c. Option 3: Complete the full course development training and implementation process with eLearning ($150 per credit compensation up to $750).

    3. Step 3: Implement RSI across all online courses, every quarter going forward. (Faculty can apply for professional development funding for significant changes in courses content).

B. Faculty who do not meet the RSI implementation requirement and/or do not continue the RSI implementation cannot be assigned to teach online courses.

C. Using a random selection, eLearning will check 20% (approximately 23-40) of online courses, every quarter, for RSI compliance using the self-assessment checklist. Any faculty

found not in compliance through this process will be reported to the dean. A faculty found not in compliance, more than once, will be reported to the Vice President of Instruction.

ARTICLE XII: LEAVE OF ABSENCE

Section 1. Leaves with Pay

Full-time faculty members shall be granted twelve (12) days upon the first day on which their initial assignment begins. After three (3) quarters of employment, full-time faculty members shall accumulate such leave at a rate of one (1) day for each calendar month during which they are employed for either a contractual day or on a part-time basis for summer quarter provided the total does not include more than twelve (12) days during any given twelve (12) month period. Three (3) personal leave days per academic year are granted to eligible faculty in addition to the above.

A. Bereavement, Emergency, Family, Medical, Disability, and Personal Leaves. The Employer reserves the right to request reasonable documentation in the event of leaves for illness or injury.

1. Bereavement leave, up to a maximum of five (5) days per bereavement, shall be granted in the event of a death in the faculty member's immediate family, of any person living in the immediate household, or of another person with a substantially similar relationship to the faculty member. For the purposes of this section, immediate family member is defined as mother, father, sister, brother, stepmother, stepfather, spouse, parents in law (mother and father), grandparents, grandchildren, children, stepchildren, other children residing in the home of the employee, domestic partner, and those individuals with a relationship to the domestic partner as enumerated in this paragraph for the employee's spouse. Bereavement leave is deducted from accrued leave or personal days. Leave time to pay last respects to very close deceased friends may be granted for a partial day without loss of pay.

2. Emergency leave, not to exceed two (2) days per year, shall be granted in the event a faculty member must meet legal, personal, or business obligations which unexpectedly arise and cannot be fulfilled outside of the normally posted schedule.

3. Personal Leave.

    a. Full-time and pro rata faculty will be granted three (3) personal leave days per academic year. Unused personal leave days at the end of an academic year will be forfeited. There is no limit to the number of personal leave days that may be used in any one quarter.

b. Faculty whose program necessitates an extended contract may use one (1) personal leave day during the extended period. Summer quarter is the first quarter of the academic year.

c. Prior approval by the immediate supervisor is required for scheduling personal leave days.

4. Leaves for emergencies not covered above or exceeding the limits established above, may be granted upon recommendation by the appropriate vice president or corrections dean and approved by the President.

B. Procedures for Obtaining Leaves with Pay.

1. The faculty member shall notify the President or designee at the earliest possible time prior to the departure of the necessity for the leave. Such notification shall include the following:

a. The nature of the leave.

b. The most appropriate coverage of the faculty member's assigned duties.

c. The estimated leave time.

d. When feasible, where the faculty member may be reached during such leave time.

2. Except for emergencies of a catastrophic nature, the requests should be submitted for emergency and other leaves well in advance of desired leave [preferably at least seven (7) days]. The faculty member shall produce a written leave request stating the purpose for which leave is sought and the most appropriate coverage of assigned duties.

3. The President or designee shall review all such requests and approve or deny prior to taking the requested leave. Reasons for denial shall be provided in writing.

4. For emergencies of a catastrophic nature, the most expeditious means available for notifying the President should be utilized. Upon return to campus, the faculty member shall provide the necessary information to the President to justify its inclusion in this category for payroll purposes.

Exception: Deviations from posted schedules may be approved by the dean (or immediate supervisor) and consists of performing the faculty member's regular contractual duties but in a location different than that which is posted and for which the dean (or immediate supervisor) has ample time to arrange for any needed coverage during the absence. Deviation from schedule does not include an absence from any scheduled classes.

C. Accrual. Pursuant to applicable statute, each full-time faculty member's portion of sick leave allowance shall accumulate from year to year without limit. Faculty members may cash in unused sick days above an accumulation of sixty (60) compensable days at a ratio of one (1) full day's pay for each four (4) full accumulated compensable sick days consistent with the following rules:

1. Days cashed in during January of each year shall be limited to any compensable days earned the previous year less sick leave days actually utilized during such period.

2. Days cashed in upon death or retirement shall include all compensable days as herein defined which have not previously been cashed in. Retirement shall be determined pursuant to the applicable retirement system. For the purposes of TIAA/CREF, retirement due to age shall not be considered to have occurred prior to attainment of age fifty-five (55).

3. No combination of circumstances shall result in more than one (1) compensable day being earned per month during any twelve (12) month period.

D. Medical Expense Plan. Pursuant to RCW 28B.50.553, faculty who accrue sick leave are eligible to participate in a Voluntary Employee Benefits Association (VEBA) upon retirement instead of receiving cash payment for eligible accrued sick leave.

1. Administration of the Plan. The plan will be administered by a third party, VEBA CTC ("Plan Administrator"). When an eligible employee retires, an amount equal to (and in lieu of) his/her sick leave buyout will be deposited by the college directly with the Plan Administrator. The Plan Administrator will thereafter be responsible for payment of the retiree's medical insurance premiums and medical, dental, and vision care expenses not covered by insurance (including co-payments and deductibles). Such payments will be made from a retiree's account until such account is exhausted. The Plan Administrator will also be responsible for accounting for each retiree's account, providing reports of account activity to the retiree, paying investment returns on each account, and applying administrative fees to each account.

2. Required Employee Agreements. Before funds are deposited in a retiring employee's account, the employee is required to sign an agreement to participate in the plan.

Section 2. Leaves without Pay

A. Attendance at Institutions of Higher Learning. Upon approval of the President, leaves of absence without pay up to one (1) year may be granted to any full-time faculty member for the purpose of attending an institution of higher learning. A written application for leave without pay shall be presented to the appropriate vice president. The written application shall

contain a statement of the plan of study and the institution the faculty member plans to attend. Such application must be filed by April 1 for leave requested to start the next academic year. Such leaves shall not count as service for purposes of salary advancement or the accrual of benefits.

B. Other Leaves without Pay. Leave for other reasons may be granted to full-time faculty members upon mutual consent for up to one (1) year. Terms and conditions of such leaves shall be reduced to writing.

Section 3. Rights While on Approved Leave

While on approved leave, faculty members retain their position in the assigned RIF unit(s) and continue to be subject to all of the provisions of this negotiated agreement.

Section 4. Adjunct Faculty Leave

A. Method of Calculation. Faculty members employed on adjunct and/or quarterly contracts shall earn sick leave based on their contracted FTEF multiplied by seven (7) for each month they are in active teaching status. At no time shall the total hours of sick leave earned per month exceed seven (7) hours. Adjunct faculty shall be granted three (3) days (prorated) sick leave upon the first day on which their initial assignment begins. After the initial quarter of employment, adjunct faculty shall accumulate such leave at the rate of one (1) day (prorated) for each calendar month during which they are employed for a contractual day provided the total does not include more than twelve (12) days during any given twelve (12) month period.

B. Usage. Adjunct faculty are entitled to use their accrued sick leave for bereavement, emergency, family, medical, and disability purposes consistent with that of full-time faculty as defined in Article XII, Section 1, A. Sick leave will only be taken during the duration of a current adjunct contract. For purposes of establishing eligibility under the Family Medical and Leave Act, adjunct faculty are required to work three (3) consecutive quarters with the college.

C. Accrual.

1. Adjunct faculty accrue sick leave from quarter to quarter.

2. The college will maintain an individual's sick leave balance for three years following active employment.

3. Active employment for purposes of sick leave accrual for adjunct faculty is teaching at least one class every two (2) fiscal years.

4. Adjunct faculty must petition for reinstatement of their accrued sick leave balance within

three (3) years following active employment with the college. Failure to petition for reinstatement of sick leave will result in the loss of any accrued sick leave balances.

D. Attendance Incentive. Adjunct faculty may cash in unused sick days above an accumulation of sixty (60) compensable days at a ratio of one (1) full day's pay for each four (4) full accumulated compensable sick leave days consistent with the rules identified in Section 1, C of this article.

E. Shared Leave. Adjunct faculty may participate in the college's shared leave program.

F. Transferability. Adjunct faculty may transfer sick leave balances from another Washington State public community and/or technical college when the college becomes the sole employer. Adjunct faculty must petition to transfer their sick leave balance during the third quarter following the initial first two (2) quarters in which the college has been their sole employer.

   If simultaneously employed at another Washington State public community college and/or technical college, the respective campus' Negotiated Agreement will apply.

G. Sick Leave Cash-out at Retirement or Death. Adjunct faculty may cash-out unused portions of their sick leave balances at the time of their retirement or death. In the case of death, adjunct faculty designated beneficiaries would be entitled to receive the cash-out. For purposes of sick leave cash-out, adjunct faculty must provide the college with the appropriate verification from their retirement plan (TRS1, 2, or 3, PERS 1, 2, 3, TIAA/CREF, and/or Social Security) which shows they are receiving distribution payments and are in retirement status. Adjunct faculty who retire under one (1) or more retirement plans listed above, may be eligible for subsequent cash-out of unused portions of their sick leave if they reestablish employment status under another retirement program.

H. Adjunct faculty who retire (as noted above) may participate in the medical expense plan (VEBA) as defined in Section 1, D, 1 of this Article.

Section 5. Moonlight Faculty Leave

A. Method of Calculation. Faculty members employed on a moonlight contract during fall, winter, or spring quarters may take one (1) leave day per quarter. A "day" shall mean one (1) class meeting. This leave does not accrue.
B. Full-time faculty employed on a moonlight contract during the summer quarter may use the regular sick leave procedures for full-time faculty.

Section 6. Authorized Absences

A. Jury Duty. Faculty members shall receive time off for required appearances in court or

hearings resulting from a call to jury duty or subpoena to appear to testify where the faculty member is not personally involved in the action as the plaintiff, the defendant, or the object of the investigation.

B. Professional Meetings and Conferences. Faculty members may be granted approval for attendance at official institutes, conferences, and/or professional meetings. The purpose of such attendance must be to add to the professional capabilities in the field in which the faculty member is hired and working. Neither students nor the faculty member's regular duties shall suffer unduly or disproportionately to the benefits anticipated from the activity.

C. Prior approval for professional development will be granted equitably, and when prior approval has been granted, it will not be arbitrarily revoked.

D. Public Testimony. Faculty members shall be granted approval to give public testimony connected to their official duties as a college employee when requested to do so by a governmental agency, to include the legislature, administrative and/or judicial bodies. Faculty members must provide the appropriate supporting documentation to the college's Human Resources Office. Appropriate documentation could include letterhead, email, faxes, or other confirming documentation of the agency's request.

Section 7. Unauthorized Absences

Unauthorized absence, approved leave without pay, or leave taken without following the procedures described herein shall result in a salary reduction on one of the following bases: (For these purposes "absence" or "leave" shall be defined as absence from the campus during scheduled hours of instruction or related services to students, or absence from regularly scheduled meetings of organizations or groups which the individual is expected to attend.)

A. 1/177 of the instructor's basic nine-month contract for each full day of absence, or

B. 1/7 of a day's pay for each hour when leave is taken for a fraction of a day.

C. Extenuating circumstances will be considered as a basis for modifying above items A and B by joint action of the President and appropriate vice president.

Section 8. Family and Medical Leave

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the Washington State Family Leave Act of 2006 (WFLA), a faculty member is eligible if he or she has worked for the college as a full-time faculty member for one (1) academic year during the year and 1250 hours preceding the start of the leave. Faculty members who are not eligible are those who are in their first year of employment, substitute workers, and other adjunct faculty members who have not worked three

consecutive quarters with the college. An eligible faculty member is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for one or more of the following reasons:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child.

2. Personal medical leave due to the faculty member's own serious health condition that requires the faculty member's absence from work.

3. Family medical leave to care for a spouse, son, daughter, parent, or state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030 who suffer from a serious health condition that requires on-site care or supervision by the faculty member. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner in accordance with the PFML will not be counted towards the twelve (12) workweeks of FMLA.

4. Family medical leave for a qualifying exigency when the faculty member's spouse, child of any age, or parent is on active duty or on call to active-duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country.

   Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation, and attending post-deployment reintegration briefings. In addition, the College and the faculty member may agree that the other events which arise out of the covered military member's active duty or call to active-duty status qualify as an exigency, provided both agree to the timing and duration of the leave.

B. Military Caregiver Leave will be provided to an eligible faculty member who is the spouse, child of any age, parent or next of kin of a covered service member to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

   1. During the single twelve (12) month period during which Military Caregiver Leave is taken, the employee may only take a combined twenty-six (26) workweeks of leave for Military Caregiver Leave and leave taken for other FMLA qualifying reasons.

   2. The single twelve (12) month period to care for a covered service member or veteran begins on the first day the faculty member takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

C. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster care child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

D. The family medical leave entitlement period will be a twelve (12) month period measured forward from the date an employee begins family medical leave. Each time a faculty member takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave. In addition to the twelve (12) weeks allowed by FMLA, the college will allow eligible faculty members to have an additional month of paid benefits for parental or disability leave if the eligible faculty member has placed themselves in pay status for at least one (1) day that month.

E. The college will continue the faculty member's existing employer-paid health insurance, life insurance, and disability insurance benefits during the period of leave covered by family medical leave. The faculty member will be required to pay his or her share of health insurance, life insurance, and disability insurance premiums. The college may require a faculty member to exhaust all paid leave prior to using any leave without pay. However, the employee will be allowed to use the necessary amount of accrued leave during each month to provide for the continuation of benefits as provided for by the Public Employees Benefit Board.

F. The college has the authority to designate absences that meet the criteria of the family medical leave.

    1. The use of any paid or unpaid leave (excluding leave for compensable work=related illness or injury and compensatory time) for a family medical leave qualifying event will run concurrently, with, not in addition to, the use of the family medical leave for that event. A faculty member, who meets the eligibility requirements, may request that family medical leave run concurrently with absences due to work-related illness or injury covered by workers' compensation at any time during the absence. Faculty members will not be required to exhaust all paid leave prior to using any leave without pay for a compensable work-related injury or illness.

    2. A faculty member using paid leave during a family medical leave qualifying event must follow the notice and certification requirements related to the family medical leave usage in addition to any notice requirements relating to the paid leave.

G. Parental and Pregnancy-Related Leave
Parental leave will be granted to the faculty member for the purpose of bonding with their newborn, adopted, or foster child. Such leave must be taken within the first twelve (12) months following the child's birth or placement.

    1. Employees may be eligible for benefits under Washington Paid Family and Medical

Leave (PFML), which provides up to twelve (12) weeks of family leave for bonding, and up to a combined total of sixteen (16) weeks of family and medical leave (or up to eighteen (18) weeks in the case of pregnancy-related incapacity), consistent with state law.

2. Parental leave under this provision may run concurrently with applicable federal and state leave programs, including the Family and Medical Leave Act (FMLA), where eligibility requirements are met.

3. Leave beyond statutory entitlements may be granted in accordance with college policy and may be limited based on operational needs.

4. Pregnancy disability leave will be granted for the period of time a faculty member is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to any leave granted under family medical leave or Washington state family leave laws.

H. The college may require certification from the faculty member's, family member's, or covered service member's health care provider for the purpose of qualifying for family medical leave.

I. Personal medical leave, serious health condition leave, or serious injury or illness leave covered by family medical leave may be taken intermittently or on a reduced schedule basis when certified as medically necessary. Faculty members must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the college's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

J. Upon returning to work after the faculty member's own family medical leave qualifying reason, the faculty member may be required to provide a fitness for duty certification from a health care provider.

K. Eligible faculty members must give thirty (30) days advance notice to their supervisor and Human Resources of the need for family medical leave when it is foreseeable. When it is not possible, notice must be given "as soon as possible": ordinarily between one (1) and two (2) business days of when the eligible faculty member learns of the need for leave.

L. Faculty members may need to have alternative work assignments prior to or following a FMLA qualifying event. In order to minimize the potential disruption to the instruction of students, faculty members will work with Human Resources and their supervisor to determine the best option.

M. Faculty members returning from family medical leave will have return rights in accordance with FMLA and applicable Washington Paid Family and Medical Leave (PFML) provisions.

N. Both parties agree that nothing in this Agreement will prevent a faculty member from filing a

complaint regarding FMLA with the Department of Labor and Industries or regarding Washington Paid Family and Medical Leave (PFML) with the Washington Employment Security Department.

O. Definitions used in this Article will be in accordance with the Family and Medical Leave Act (FMLA) and Washington Paid Family and Medical Leave (PFML). The college and faculty members will comply with all applicable federal and state statutes, regulations, and official agency guidance, as currently in effect or as may be amended.

ARTICLE XIII: EVALUATION

All contracted faculty members shall be evaluated. Evaluations shall be conducted in accordance with procedures mutually developed and approved by the Federation and the college.

Section 1. Tenured Faculty

A. Purpose. The purpose of the post-tenured faculty evaluation process shall be to foster continued excellence in the performance of academic duties.

This process will not be used in any disciplinary action by the college towards a faculty member.

B. Evaluation Cycle. Evaluation of all tenured faculty shall be completed on a five-year cycle.

The Federation and the college will mutually determine a process by which tenured faculty will be divided into five (5) groups to be assigned to one (1) of the five (5) years of the evaluation cycle. Whenever possible, workforce faculty will be assigned to a group so that their post tenure evaluation cycle coincides with their five-year vocational certification cycle.

The quarter after tenure is awarded, the faculty member will be placed in the current year's group and shall develop their Professional Development Plan in collaboration with their immediate supervisor.

C. Components. The post-tenured faculty evaluation process will be composed of the following components:

1. A Post-Tenure Evaluation Committee;
2. A Professional Development Plan (PDP);
3. Self-Evaluation;
4. Three (3) sets of student evaluations;
5. A peer evaluation;
6. Two (2) classroom observations completed by the chair of the Post-Tenure Committee;

7. A supervisory evaluation;
8. Workload reports from Annual Spring Workload meetings; and
9. A report written by the committee.

D. Process. The college will develop and monitor a checklist for the evaluation process and place this in the tenured faculty member's Post-Tenure Evaluation file.

1. Post-Tenure Evaluation Committee

a. Composition: Each tenured faculty member shall have a Post-Tenure Evaluation Committee composed of:

(1) one (1) faculty member chosen by the faculty member being evaluated;

(2) one (1) peer evaluator chosen in collaboration between the faculty member being evaluated and their immediate supervisor;

(3) the immediate superior who will serve as the committee chair;

(4) and the faculty member being evaluated.

b. It is the responsibility of the chair of the committee to ensure that all of the elements of the Post-Tenure Evaluation Process are completed at the appropriate times

c. Upon request, the vice president may appoint an alternate administrator to fulfill the role of the chair in the Post-Tenure Evaluation process with the exception of the completion of the supervisory evaluation.

2. Meetings: The Post-Tenure Evaluation Committee must meet three (3) times during the fifth year of the evaluation cycle.

a. The first meeting shall take place during the fall quarter during which time the committee and the faculty member being evaluated shall clarify roles, review the Professional Development Plan, review the Self-Evaluation, and establish dates/times for the remaining two (2) meetings.

b. During the second meeting, the committee shall review and analyze information provided by the student evaluations, peer evaluation, classroom observations, supervisory evaluation, and the self-evaluation. The faculty member being evaluated is not present during this meeting.

c. During the third meeting, the committee shall share with the faculty member being evaluated the information provided by the student evaluations, peer evaluation,

classroom observations, supervisory evaluation, and the self-evaluation. The committee shall identify the elements and content of the report.

d. The faculty member shall have the option to respond to information provided in the meeting and afterward in writing.

3. Report.

   a. Each Post-Tenure Evaluation Committee shall submit a report identifying strengths and areas that may need development based on the information provided by the student evaluations, peer evaluation, classroom observations, supervisor evaluation, the self-evaluation, and any responding comments from the faculty member. This report will help guide subsequent Professional Development Plans.

   b. It is the responsibility of the chair of the committee to write the report and submit it no later than May 15 of the fifth year to the appropriate vice president.

   c. All members of the committee will sign and date the document before it is submitted.

   d. Copies of the report shall be sent to the faculty member being evaluated, to the chair of the committee, and to the immediate supervisor if the supervisor is not the chair of the committee.

4. Professional Development Plan.

   a. The Professional Development Plan (PDP) shall be developed, modified, or updated in collaboration with the immediate supervisor during the fall quarter of the first year of the cycle.

   b. The PDP shall be placed in the faculty member's Post-Tenure Evaluation file, in addition to the Professional Development File used by the Faculty Professional Improvement Committee.

   c. The PDP may be modified at any time in collaboration between the faculty member and the immediate supervisor.

5. Self-Evaluation.

   a. Each tenured faculty member will complete a self-evaluation as part of the Post-Tenure Evaluation Process.

   b. The self-evaluation shall be submitted to the chair of the committee by the second meeting in the process.

6. Student Evaluations.

    a. Three (3) sets of student evaluations shall be completed during the post-tenure evaluation cycle.

    b. Student evaluations shall be conducted during the first and third year.

    c. Two (2) of the classes to be evaluated shall be selected by the faculty member.

    d. One (1) of the classes to be evaluated shall be selected by the chair of the committee.

    e. Counselors shall select the option of either three (3) sets of twenty-five (25) post-individual session student evaluations, student evaluations from a small group, or a combination. If the combination is chosen, the number of individual evaluations to be completed will be ten (10).

    f. Librarians shall have three (3) sets of twenty-five (25) student evaluations completed after the librarian's services have been rendered.

7. Student evaluations shall be administered after the tenth day of the quarter and before the 35th day of the quarter.

8. Peer Observation.

    a. A peer, chosen in collaboration between the faculty member being evaluated and the chair of their post-tenure evaluation committee shall complete a peer evaluation during the fourth year of the evaluation cycle.

    b. The peer may be a professional in the faculty member's discipline from off campus.

9. Classroom Observation. The chair of the Post-Tenure Evaluation Committee shall complete an observation during the second year and the fourth year of the evaluation cycle.

10. Supervisory Evaluation. The immediate supervisor shall submit a supervisory evaluation during the fifth year of the evaluation cycle.

11. Workload Document. The immediate supervisor shall provide the committee copies of the workload documents from the annual spring workload meetings.

    a. In cases where collaboration fails to resolve any concerns arising from the post tenure review, disputed issues shall be submitted to mediation. The mediator will be mutually agreed upon by the Federation and the college. Mediation costs will be

equally shared by the Federation and the college.

E. Records.

1. All original materials and data used and collected as part of this process shall be placed in the Post-Tenure Evaluation file of the faculty member being evaluated.

2. All original materials and data used and collected as a part of this process shall be maintained in the office of the appropriate vice president.

3. Copies of the Post-Tenure Evaluation file shall be made available to the faculty member upon request.

4. The documents will be maintained in accordance with Washington States rules regarding records retention.

Table 1: Post-Tenure Evaluation Process

	Component	Person(s) Responsible
Year #1	Professional Development Plan	Faculty Member
	Student Evaluation(s) [1-2 classes]	one set chosen by Faculty Member one set chosen by Committee Chair
	Spring Workload Review	Faculty Member and Supervisor
Year #2	Classroom Observation #1	Committee Chair
	Spring Workload Review	Faculty Member and Supervisor
Year #3	Student Evaluation(s) [1-2 classes to get to a total of 3 evaluations between year 1 and 3]	one set chosen by Faculty Member one set chosen by Committee Chair (if not chosen in year 1)
	Spring Workload Review	Faculty Member and Supervisor
Year #4	Classroom Observation #2	Committee Chair
	Peer Evaluation	Chosen in collaboration between faculty member and Committee Chair
	Spring Workload Review	Faculty Member and Supervisor
Year #5	Post-Tenure Evaluation Committee Formed	Created by VP, Committee Chair and Faculty Member
	Supervisor Evaluation (completed by the 2nd meeting)	Supervisor
	Self-Evaluation (completed by the 2nd meeting)	Faculty Member

	Component	Person(s) Responsible
Year #5 continued	Final Report (completed, reviewed by the faculty member, and submitted by May 15)	Committee Chair
	Spring Workload Review	Faculty Member and Supervisor

Note: This is a quick reference guide only. For full details refer to Article XIII.

Section 2: Full-time Non-Tenure Track and Pro Rata Faculty

A. Purpose. The purpose of full-time non-tenure track and pro rata faculty evaluation is to strengthen the professional skills of the faculty.

B. Evaluation Cycle.

1. Evaluation of all full-time non-tenure track and pro rata faculty shall be completed annually for the first three (3) years and follows document collection according to the post-tenure process thereafter.

2. Prior to the completion of the faculty member's designated year for evaluations, a conference between the faculty member and their supervisor will be held to discuss the results of the evaluations.

C. Components.

1. Professional Development Plan.

a. Each full-time non-tenure track and pro rata faculty member shall develop a Professional Development Plan and discuss this plan with the immediate supervisor

b. The plan shall be placed in the faculty member's Professional Development file.

c. During fall quarter, each faculty member will have the opportunity to submit modifications to their current Professional Development Plan. Under unusual circumstances, the Professional Improvement Committee can approve modifications at other times.

2. Supervisory Evaluation. A supervisory evaluation will be performed each year for the first three (3) years a faculty member is in full-time non-tenure track or pro rata status., The supervisor will use the same evaluation form utilized in the post-tenure review process.

3. Self-Evaluation. A self-evaluation will be performed each year for the first three (3) years a faculty member is in full-time non-tenure track or pro rata status, The faculty member will use the same evaluation form utilized in the post-tenure review process.

4. Student Evaluation.

    a. Instructional Faculty: During the first three (3) years, student evaluations shall take place, on every course, and in accordance to the same cycle as the post tenure evaluation process thereafter.

    b. Counselors: During the designated evaluation year, full-time non-tenure track and pro rata counselors will select the option of either twenty-five (25) post-individual session student evaluations, or student evaluations from a small group, or a combination of both. If the combination is chosen, the number of individual evaluations to be completed will be ten (10). Student evaluations to be completed each quarter for the first three (3) years and in accordance to the same cycle as the post tenure evaluation process, thereafter, and selected by the counselor.

    c. Librarians: The librarian will identify a time frame and notify the dean when twenty-five (25) student evaluations will be completed, each quarter for the first three (3) years and in accordance to the same cycle as the post tenure evaluation process, thereafter. Evaluations will be obtained from students after the librarian's services have been rendered.

5. Instructional Observation.

    a. Instructional Faculty: During the first three (3) years and in accordance to the same cycle as the poste tenure evaluation process, thereafter. A classroom observation will be completed during a quarter to be selected by the faculty member. The observer shall be a faculty member mutually agreed upon by the faculty member and their supervisor.

    b. Counselors: During the first three (3) years and in accordance to the same cycle as the poste tenure evaluation process, thereafter. An observation will be completed by a peer, of counseling situations to include either three (3) individual sessions or one (1) group session. The peer is to be mutually agreed upon by the counselor and immediate supervisor.

    c. Librarians: During the first three (3) years, and in accordance to the same cycle as the poste tenure evaluation process, thereafter. An observation will be completed by a peer. The peer is to be mutually agreed upon by the librarian and the immediate supervisor.

6. Peer Evaluation Instructional Faculty, Counselors, and Librarians.

   During the first three (3) years and in accordance to the same cycle as the post tenure evaluation process, thereafter. A peer evaluation will be completed by a faculty member selected by the faculty member in conjunction with the immediate supervisor. The faculty member will use the same form utilized in the post-tenure process.

7. Spring Workload Review: Each year each pro rata and full-time temporary faculty member will meet with their immediate supervisor to complete a workload review.

8. Evaluation Checklist: The college will develop and monitor a checklist for the evaluation process and place this in the faculty member's pro-rata file.

9. Record Retention: All original materials and data used and collected as a part of this process shall be destroyed in accordance with the legal minimum established by the records retention statute. Copies of the current file shall be made available to the faculty member upon request.

Section 3: Adjunct Faculty

A. Purpose. The purpose of adjunct faculty evaluation is to strengthen their professional skills.

B. Evaluation Cycle. Adjunct faculty members who have taught less than two (2) quarters of classes at the college will be considered first-time and evaluated each of their first two (2) quarters and annually thereafter.

   1. Other adjunct faculty are those who have completed two (2) full quarters of instruction at the college and will be evaluated annually.

   2. Full-time and pro rata faculty who accept adjunct contracts (moonlighting) are exempt from this process.

   3. The rotation of annual evaluation for adjunct faculty will be developed and managed by the dean's office.

C. Components.

   1. First-time adjunct faculty will be evaluated during the first two (2) quarters of teaching in the following manner:

      a. During each of the first two (2) quarters, written student evaluations will be performed. A summarized report of the results will be provided to both the faculty member and the supervisor.

b. By the end of the second quarter, at least one (1) classroom observation and evaluation by supervisor or designee will be performed.

c. During each of the first two (2) quarters, the adjunct faculty will meet and confer with the supervisor on the results of the quarterly evaluations.

2. Other adjunct faculty will be evaluated annually with one (1) written student evaluation and one (1) classroom observation by the supervisor or designee for a single class.

3. Evaluation tools and forms will be mutually agreed upon by the Federation and the college. Adjunct files are retained in the Instruction Office.

ARTICLE XIV: RESOLUTION OF CONCERNS

Section 1. Tenured, Probationary, Full-time Non-Tenure Track and Pro Rata

A. Purpose. This is a process by which substantive concerns raised by the college can be addressed. The goal of this sequential process is to resolve the concerns.

B. Scope. This process applies to tenured, probationary, full-time non-tenure track, and pro rata faculty.

This will not alter the at-will status of full-time non-tenure track or pro rata faculty.

This is a separate process from the tenure review process as identified in Article IX of this Negotiated Agreement.

C. Written Complaints. Written complaints must be submitted to the faculty member within ten (10) contract days of receipt by the appropriate dean or supervisor.

D. Informal Communication. It shall be the policy of the college to attempt to resolve the concern through direct verbal communication.

This communication can be initiated by either the faculty member or the college.

The faculty member may request representation by the Federation at any point during this step.

E. Formal Communication. If the concern is not resolved through informal communication, upon mutual agreement by the college, the Federation, and the faculty member, a formal process will be initiated.

F. Process. In order to initiate the formal process, the complaint or concern(s) must be reduced to writing, signed, and presented to the faculty member and the Federation.

1. The Federation, notified in writing at the same time the faculty member is notified, will attend all meetings held pursuant to this section.

2. The college, the Federation, and the faculty member will mutually develop a written plan to address the concerns which will contain the following:

   a. Identification of the acceptable standard of behavior;

   b. Delineation of the faculty member's actual behavior supported by the complaint received which pertains to the specific concern. The documentation which supports this complaint shall be included;

   c. Identification of the impact/effect of the specific behavior;

   d. A plan for resolution which will include the process for specific, measurable steps to be taken, the feedback mechanism, and a timeline for completion;

   e. The method by which the plan for improvement will be assessed;

   f. A plan which allows for investigation and information gathering by all parties.

   g. Working documents will be held by the supervisor involved with the plan. Upon successful resolution of the concerns, the documents will be placed in the faculty member's personnel file. One year after resolution, the file pertaining to this issue will be returned to the faculty member.

Section 2: Student Concerns

A. Purpose. This is a process by which concerns raised by students regarding faculty or instructional programs can be addressed. The goal of this sequential process is to resolve the concern as close to the point of initiation as possible. Complains regarding illegal discrimination and sexual harassment are to be handled by the appropriate procedures already in place.

B. Informal Communication. It shall be the policy of the college that the student attempt to resolve the concern through an in person or virtual meeting, or through written communication. Faculty should keep a record of such efforts

C. Formal Communication. If the concern is not resolved informally, it will be considered formal once the student submits the complaint through the online form to the supervisor. At

this point, the process will be determined by college policy 4.060. Any changes to the college policy will be communicated with union representatives prior to the ratification of the change.

D. Process. Upon receipt of the written complaint, the supervisor will notify the faculty member. In the event a faculty member is off contract, the timelines may be extended with appropriate notice to the student. Within fifteen (15) contract days of receipt of the written complaint, the dean will provide a written response to the student and a copy to the faculty member.

E. Appeal. If the student chooses to appeal the decision, they must do so with the appropriate vice president within five (5) contract days of the dean's decision. The vice president will also be required to respond in writing to the student within fifteen (15) contract days. A copy will be sent to the faculty member.

   If the student would like to appeal the decision, they may address the issue with the President within five (5) contract days of the vice president's decision. The written complaint would again be submitted by the student for the President's consideration. The President will communicate his/her decision regarding the concern to the student (with a copy to the faculty member) within fifteen (15) contract days. The President's decision is considered to be final under this process.

F. Documentation. Information and materials collected during this process are considered confidential and may be shared only with parties directly involved in the concern or college employees or agents of the college who, as a result of their official duties, have a need to know in order to perform the functions of their assignment.

One year after resolution, the file shall be closed. Once the file is closed, materials and information in the closed file may not be used in any disciplinary action against the faculty member. Materials shall be stored separately in the Instruction Office for a period of seven (7) years after the complainant has exhausted all rights to internal appeal. After this seven (7) year period, and at the request of the faculty member involved, the college shall destroy the file and certify in writing to the faculty member that such destruction has occurred. Materials and information from the file shall not be viewed or otherwise be made available to any person except the faculty member involved, except that the college shall have access to the file in order to comply with any lawful court order or subpoena, to defend itself or any employee from any litigation, grievance or complaint, or to otherwise comply with any legally required duty or obligation. In such a case where the file is reopened, the faculty member(s) involved shall be notified in writing within five (5) working days.

ARTICLE XV: UNRESOLVED CONCERNS

A. Article XIV, Resolution of Concerns, will be the first step in any prospective discipline

except in cases of gross misconduct.

B. The employer's expectations with respect to employee conduct will be clearly explained. The employee will be informed of the consequences of his or her actions. An investigation to determine the facts will be conducted fairly and objectively.

C. All discipline matters will be handled in consultation with the Human Resources office. The faculty member has the right to Federation representation throughout this process including during the college's initial interview with the employee.

D. Options for discipline are:

   1. Oral reprimand;

   2. Written reprimand to be included in the employee's personnel file;

   3. Suspension; or

   4. Dismissal.

E. Imposition of these measures will be progressive except in cases of gross misconduct.

F. Prior to any prospective discipline, the employee will be advised of their grievance rights. Action beyond a written reprimand must be reported to the Federation regardless of the Federation's role in the process.
   In the event a grievance is filed, all discipline will be held in abeyance until the grievance is resolved. Leave with pay is not considered discipline with respect to this section.

G. Discipline documents and materials related to discipline will be treated in accordance with the personnel standards as in state law.

H. The college will train administrators regarding the application of discipline language in the Negotiated Agreement.

ARTICLE XVI: DISMISSAL AND REDUCTION IN FORCE

Section 1. Policy Relating to the Dismissal of Tenured and Probationary Faculty Members

When reason arises to question the fitness of a tenured or probationary faculty member, it shall be the policy to attempt to resolve the matter without instituting the formal dismissal procedures. Furthermore, it shall be the policy that a tenured faculty member shall not be dismissed except for "sufficient cause", nor shall a faculty member who holds a probationary faculty appointment

be dismissed prior to the written terms of the appointment except for "sufficient cause".

A. "Sufficient cause" shall include but is not limited to:

1. Aiding and abetting or participating in:

   a. Any unlawful act of violence;

   b. Any unlawful act resulting in destruction of college property;

   c. Any unlawful interference with the orderly conduct of the educational process.

2. Incompetence.

3. Neglect of duty.

4. Insubordination.

5. Conduct unbecoming a member of the faculty and which is detrimental to the educational objectives of the college, provided that no such charge shall be sustained that constitutes interference with academic freedom of the person charged.

6. Physical or mental inability to perform duties and responsibilities as specified in the contract.

7. Gross misconduct
   For corrections sites, if the Superintendent has determined a faculty member is no longer permitted at a corrections site, this shall be sufficient cause under Article XVI, Sec. 1 and shall not go through Article XV: Unresolved Concerns.

B. Reduction-in-force resulting from any of the following:

1. Lack of funds;

2. Elimination and/or reduction of programs, courses, or services;

3. Decreased enrollment;

4. Overstaffing;

5. Reduction of allotments pursuant to Chapter 43.88 RCW, as now or hereafter amended; or

6. Board-approved changes in educational policy and/or goals.

C. Reduction-in-force resulting from 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 RCW 43.88.110(3), 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.

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

Section 2. Informal Hearing

Before any official action is taken relating to a dismissal or reduction-in-force of a tenured or probationary faculty member, the faculty member shall receive:

A. Oral or written notice of the reasons;

B. An explanation of the evidence supporting the reasons; and

C. An opportunity either in person or in writing to present reasons why the proposed action should not be taken. The Federation shall be notified in writing of any meetings held pursuant to this section at the same time the faculty member is notified.

Section 3. Notice Requirements

A. Formal Notice. Following the informal procedures outlined in Section 2 above, the President may initiate dismissal procedures by specifying the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member and provide copies to the dismissal review committee. The notice shall include:

1. A short and plain statement of the matters asserted. In the case of a reduction-in-force for the reasons set forth in Section 1, B this shall include a statement of:

a. The grounds for reduction-in-force as delineated in Section 1, B, 1-6; and

b. The basis for selection of the affected faculty member. In the case of a reduction-in-force for reasons set forth in Section 1, C, this shall clearly indicate the separation is not due to the job performance of the faculty member and is without prejudice, and, in

addition, shall indicate the basis for reduction in force as one (1) or both of the reasons set forth in Section 1, C. The notice must also indicate the effective date of separation from service.

B. Request for Hearing. The affected faculty member shall have twenty (20) days from the date of the notice of dismissal to make a written request for a hearing. The faculty at the corrections sites have seven (7) days to make a request for a hearing when the matter involves a reduction-in-force for reasons set forth in Section 1, B. If the faculty member fails to respond within the twenty (20) days provided herein, or seven (7) days with respect to the corrections sites faculty pursuant to Section 1, B, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing shall be communicated to the dismissal review committee and the college. Furthermore, a timely written request for a hearing within the above twenty (20) day period, or seven (7) days in the case of corrections sites faculty when the action is pursuant to Section 1, B is deemed jurisdictional.

C. Notice of Hearing. The notice of the hearing (in accordance with Administrative Procedures Act RCW 34.05.434) includes a statement of the time, place, and nature of the hearing (the hearing must be held on not less than ten (10) days written notice, or in the case of corrections sites faculty not less than three (3) days when the action is pursuant to Section 1, B; a statement of the legal authority and jurisdiction under which the hearing is to be held; and a reference to the particular rules of the college that are involved.

Section 4. Procedural Rights of Affected Faculty Members

An affected faculty member who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Administrative Procedures Act, RCW chapter 34.05, and shall have the following procedural rights:

A. The right to confront and cross-examine adverse witnesses.

B. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.

C. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.

D. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to Administrative Procedures Act, RCW chapter 34.05 .

E. The right to counsel of his/her choosing who may appear and act on his/her behalf at the hearings.

F. The right to have witnesses sworn and testify under oath.

Section 5. Hearing Office Appointment and Duties

Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the college and request that the college appoint an impartial hearing officer. The hearing officer shall be an attorney in good standing with the Washington State Bar Association and shall not be an employee of the State of Washington or any of its political subdivisions, with the exception of an Administrative Law Judge. The hearing officer shall also not be a member of the Board of Trustees of any community college in the State of Washington.

A. In the case of a reduction-in-force for reasons set forth in Section 1, C, at the time of a faculty member's request for formal hearing, the faculty member may ask to participate in choosing the hearing officer in the manner provided in RCW 28A.405.310(4):

    1. When there is more than one (1) faculty member affected by the college's reduction-in-force, faculty members requesting hearing must act collectively in making such request;

    2. Costs incurred for the services and expenses of the hearing officer shall be shared equally by the college and the faculty member requesting a hearing.

B. Duties. It shall be the role of the impartial hearing officer to conduct the hearing in accordance with the Administrative Procedures Act Chapter 34.05 RCW.

C. In the case of a reduction-in-force for reasons set forth in Section 1, C, the formal hearing (pursuant to Administrative Procedures Act Chapter 34.05 RCW and conducted by the hearing officer appointed by the Employer):

    1. Shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued;

    2. The only issue to be determined shall be whether under the applicable policies, rules, or negotiated agreement, the particular faculty member advised of severance are the proper ones to be terminated;
    3. Any findings, conclusions of law, and recommended decisions shall not be subject to further dismissal review committee action.

Section 6. Duties and Responsibilities of the Dismissal Review Committees

The general duty of dismissal review committees shall be to submit recommendations regarding proposed presidential action. Specific responsibilities of the committees shall be:

A. To review the case of the proposed dismissal.

B. To attend the hearing and, at the discretion of the hearing officer, call and/or examine any witnesses.

C. To hear testimony from all interested parties, including but not limited to other faculty members and students and review any evidence offered by the same.

D. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing or within seven (7) days in the case of reduction-in-force for reasons set forth in Section 1, B, as it relates to the faculty at the corrections sites, and within three (3) days in the case of a reduction-in-force for reasons set forth in Section 1, C, the written recommendations of the committee will be presented to the hearing officer, the President, the affected faculty member, and the Board of Trustees.

E. Failure of any dismissal committee to make written recommendations regarding dismissal within the prescribed time set forth in this Article shall be deemed a recommendation neither for nor against dismissal and the appointing authority may proceed with the dismissal or continue the appointment of the faculty member based upon this type of recommendation from the committee.

F. Dismissal Review Committee shall mean a committee composed of the faculty's peers or tenured faculty member's peers, one (1) student representative, who shall be a full-time student chosen by the student association of the college, and one (1) administrator. The majority of the committee shall consist of the probationer's faculty peers or tenured faculty member's peers.

1. A separate dismissal review committee shall be established for each tenured faculty member for whom dismissal procedures are being initiated or for each probationary faculty member whose appointment may be terminated prior to the terms of the written contract when the reasons for such action are those specified in Section 1, A, 1 through 8 of this Article. Each dismissal review committee shall be composed of five (5) persons, three (3) of whom shall be tenured faculty members selected by a majority of the tenured and probationary faculty members and the division chairs acting in a body, one (1) administrative officer appointed by the President, and one (1) full-time student chosen by the student association of the college. Appointment shall be made within ten (10) days of written notice of pending dismissal.
2. The immediate administrative supervisor of the faculty member under dismissal review should not be a member of his/her dismissal review committee. The committee should elect its own chairperson from its membership. If a vacancy on the committee occurs, the same process for selection of a replacement should be followed as applied in the selection of the original members.

3. A separate college dismissal review committee should be created if dismissal procedures are being initiated in accordance with Section 1, B and C of this Article. The committee shall be established within ten (10) days of receipt of notice of pending dismissal. The members shall include one (1) administrator chosen by the President, one (1) full-time student chosen by the student association in such manner as the members thereof shall determine, and three (3) faculty members representing the faculty who shall be selected by a majority of the faculty acting as a body. In no case shall a member of the committee sit in judgment of his/her own case, or the case of his/her spouse. The immediate administrative supervisor of the faculty member(s) under review should not be a member of the review committee. In the event there is a vacancy on the committee, a replacement shall be selected within five (5) days of the vacancy in the manner outlined above.

Section 7. Final Decision by the Board of Trustees

A. The case shall be reviewed by the Board of Trustees as follows:

1. The Board review shall be based on the record of the hearing below and on any record made before the Board of Trustees.

2. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.

3. The Board may hold such other proceedings as it deems advisable.

4. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the dismissal review committee and the hearing officer. The dismissal review committee's recommendations and the findings, conclusions, and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision, and the effective date of dismissal.

B. Effective Date of Dismissals. The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the Board's final written decision as determined in the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction-in- force for reasons set forth in Section 1, C, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Section 1, C, separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

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

D. Publicity. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the dismissal review committee, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed.

E. Appeal from Board of Trustees Decisions. Pursuant to Administrative Procedures Act, RCW 34.05 as now existing or hereafter amended, the faculty member, who may be represented by legal counsel, shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

Section 8. Special Procedures Relating to Dismissal Resulting from Reduction-in-Force

A. Reduction-in-force Units and Procedure for Assignment.

1. Reduction-in-force units shall be established on an annual basis as follows and each tenured faculty member and each faculty member holding a probationary faculty appointment shall be assigned by the appropriate vice president to not more than two (2) of the units. Also included on the RIF unit lists are former tenured faculty members currently holding administrative appointments. Such individuals are asterisked and identified as a footnote on the RIF Unit Lists.

RIF UNITS LISTS

RIF Units (excluding corrections sites)

ABE/GED
Anthropology
Behavioral Healthcare
Biology
Botany
Business
Business Education/Office Administration
Chemistry
Civil Engineering Technology
Construction Trades
Communication Studies
Computer Science Technology
Counseling
Criminal Justice
Diesel Technology
Drama
Early Childhood Education
Earth Sciences
Economics
Education
Electronics Technology
Engineering
English (College Level)

English (Pre-college)
English Language Acquisition
Farm Management
Fine Art
French
German
Graphic Arts
History/Political Science
Industrial Trades
Library
Marketing
Mathematics (College Level)
Mathematics (Pre-college Level)
Media Studies
Music
Nursing (RN)
Nutrition
PE/Health/Recreation
Philosophy
Physics
Psychology
Spanish
Sociology
Welding
Zoology/Microbiology

Corrections Sites RIF Units
ABE/GED
Building Trades/CTAP

2. Additional RIF units may be added by the Employer to reflect program changes or by mutual agreement with the Federation. The Federation President shall be notified within fifteen (15) days of the creation of a new RIF unit.

3. Each tenured faculty member and each faculty member holding a probationary faculty appointment shall qualify for assignment in and be assigned to the RIF unit in which the faculty member has their major assignment. Seniority in the RIF list begins accruing when the faculty are hired into the tenure track position.

4. Faculty members may request placement in a second RIF unit between September 1 and December 31 of each year. A faculty member may qualify for one (1) additional RIF unit and be placed in the second unit if the faculty member meets any of the following criteria:

    a. The faculty member has taught courses in the additional unit or has performed duties in the unit to satisfactorily demonstrate qualifications, or

    b. The faculty member has a master's degree or equivalent in the discipline, or

    c. The faculty member has sufficient relevant work experience in the unit to qualify for vocational certification.

    d. When a faculty member is placed in a second unit, the faculty member is placed after already identified incumbents. The date of seniority for the second unit is December 1 of the year of addition to that unit. If further seniority differentiation is necessary, refer to Section 8. B. 3. b.

5. RIF unit lists shall be developed annually. Each faculty member shall be ranked in the appropriate RIF unit in accordance with the seniority procedures defined herein.

    a. The initial RIF list shall be published and distributed by Human Resources by December 1.

    b. The annual RIF unit assignments shall become effective on December 1.

    c. Any disputes regarding RIF assignments must be presented to the appropriate vice president by December 31.

    d. If necessary, a revised RIF list will be published and distributed by January 15.

    e. A decision not to grant a request for placement in the second RIF unit shall be explained in writing to the affected faculty member with a copy of the denial sent to the Federation president by January 15.

B. Order of Reduction.

1. Order

    a. Courses, Programs, Services—First Priority. If the number of full-time contracted faculty members subject to this policy is to be reduced, the President with such advice as he/she deems necessary shall determine what programs or services are most necessary. This determination is within the sole discretion of the President. The Employer reserves the right to establish the number of full-time and adjunct faculty to be employed; provided, however, the Employer will make every reasonable effort to maintain a full- time/adjunct ratio of faculty consistent with budgetary and funding requirements. In making decisions on reductions, the President may consider factors including but not limited to: Budget limitations, lack of funds, change in instructional or service programs or courses, or lack of students participating in particular programs, courses, or services.

    b. The enrollment, the trends in enrollment, and their effect upon the department or program.

    c. The present and anticipated service needs of the college and its students and prospective students, including staffing needs.

    d. Information concerning faculty and administrative vacancies occurring through retirement, resignation, and professional and other leave.

    e. Board-approved changes in educational policies and goals.

f. Other similar relevant considerations.

g. Responsibilities of full-time faculty members are generally not performed by adjunct faculty members such as advising students, curriculum development, committee assignments, and related non-instructional duties.

2. Selection of Individuals. If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction will be based on seniority. A faculty member being RIFed from one unit may bump a less senior faculty member in a second unit if the less senior faculty member is actually performing service in the second unit.

3. Seniority. Seniority shall be defined as continuous full-time service in a faculty position with the college (including faculty member's previous service at corrections sites). In computing a faculty member's seniority any and all service at any of the above including leaves of absence up to twenty-four (24) calendar months and sabbatical leaves shall be counted.

a. The individual with the highest number of qualifying years shall be the most senior; in case of ties, seniority shall be determined in the following descending order:

(1) Initial placement notification date.

(2) First date of signature of an employment contract.

(3) Faculty members hired prior to May 21, 2009, will retain their seniority as defined in previous Faculty Negotiated Agreements.

b. Seniority for a faculty member who moves to an administrative position without continuing a one-half (1/2) faculty assignment as a part of his/her regular contract, shall accrue for the first three (3) years of such administrative assignment and then remain at that level for the duration of the administrative assignment. If the same faculty member returns from administration to full-time faculty assignment or assumes a one-half (1/2) faculty load as part of his/her regular contract, seniority shall continue from the seniority level the member had accrued under this section.

C. Recall. Full-time faculty members who have been separated from service as a result of this reduction-in-force procedure shall have the right to be recalled consistent with the provisions specified below.

1. Recall lists shall be created and maintained by the employer for each affected RIF unit. The names of each affected faculty member shall be placed on the appropriate RIF unit list according to seniority.

2. Recall shall be in reverse order of reduction-in-force by RIF unit to a faculty position, either newly created or a vacant full-time position.

3. The right of recall shall extend three (3) years from the effective date of the lay-off.

4. Each RIFed faculty member shall keep the President's office informed of any change in address.

5. New hire(s) shall not be employed to fill a full-time faculty vacancy unless there are no qualified faculty members on the applicable RIF unit recall list to accept the vacancy.

6. A faculty member on lay-off shall have fifteen (15) days to respond following issuance of written notice by registered mail of an offer of recall to a full-time position. If the individual fails to respond, their recall right shall be waived.

7. Upon recall, a faculty member shall retain those benefits to which they are entitled such as sick leave, tenure, retirement, and seniority which existed at the time of lay-off.

8. The Employer shall notify the Federation, in writing, of all employment offers made to faculty on recall and the final outcome of such offers.

9. A faculty member on recall shall have first right of refusal to any adjunct assignments in his/her lay-off units at his/her college; provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established.

Section 9. Designation of Administrative Appointments

A tenured faculty member, upon appointment to an administrative position, except that of the President, shall be allowed to retain his/her tenure as a faculty member. However, persons assigned administrative responsibility, and authority will occupy positions for which the privileges of tenure cannot be extended. The recognized administrative positions which are specifically exempt from provisions of tenure as described herein include all administrative contract positions, and other directors, coaches, or supervisors for which extra pay and/or released time is given for activities other than the regular duties for which the faculty member's certification and basic contract indicate. Faculty appointed to administrative positions who teach less than one-third (1/3) load or perform faculty counseling or library functions less than one-third (1/3) of the time shall accumulate a maximum of three (3) years of such time as bargaining unit seniority.

Section 10. Confidentiality of Reports.

All reports prepared and/or provided pursuant to this chapter by a review committee shall be held

in confidence by the committee, the President, and appointing authority except where otherwise required by law.

ARTICLE XVII: GRIEVANCE

Section 1. Definition

A grievance is hereby defined as a complaint or claim against, or dispute, misunderstanding or controversy with, the Employer by a faculty member or members or the Federation arising out of the interpretation or application of any alleged violation by the Employer of the terms of this Agreement. An individual faculty member or group of faculty members shall have the right to present grievances and to have such grievances adjusted without the intervention of the Federation, as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Federation has been given the opportunity to be present at such adjustment. Such grievances shall be handled in the following manner:

A. **Step One**

The grievant and Federation representative, if requested by the grievant, shall orally present the alleged grievance to her/her vice president.

If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the faculty member and the Federation representative involved, if any, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, if any, and the remedy sought. Any grievance not presented in writing within thirty (30) days after the aggrieved cognizance of the facts on which the grievance is based shall be waived for all purposes. The vice president shall be given the written grievance and he/she will note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Federation representative. The vice president shall answer the grievance in writing within thirty (30) days and shall concurrently send a copy of the grievance and the answer to the Federation.

B. **Step Two**

If no settlement is reached at Step One, the written grievance may be submitted to the President or designated representative not more than fourteen (14) days after it is answered in Step One.

Representative(s) of the Federation will be present at any meeting called to consider the grievance at this Step Two. The President or his/her designated representative shall send his/her written answer to the Federation within fourteen (14) days. Such answer shall be deemed to be the position of the Employer.

C. **Step Three**

If no settlement is reached at Step Two, the Federation may in its sole discretion within thirty (30) days after the date of the Step Two answer, request by written notice to the President and the American Arbitration Association that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

Section 2. Time Limits

With respect to Section 1 of this Article, the following timelines are established.

A. Any grievance not presented in writing as provided in Step One of Section 1 above, within thirty (30) days after the aggrieved cognizance of the facts on which the grievance is based, shall be waived for all purposes.

B. 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 shall be deemed finally closed and settled on the basis of the Employer's last answer.

C. Time limits identified in Steps One, Two, and Three begin the day after proper notice is given. The thirty (30) day time limit begins the day after the aggrieved is cognizant of the facts on which the grievance is based. Time limits may be extended by mutual agreement.

D. With respect to this Article, the term "day" shall exclude those days which fall between the end of a quarter and the beginning of the next quarter (including summer quarter).

Section 3. Arbitration

A. Matters subject to arbitration shall be referred to the American Arbitration Association under its voluntary rules.

B. Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement, and which are presented to the Employer in writing during the term of this Agreement, and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

C. Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and

2. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator, and such jurisdiction shall not give such

arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom or common law of the industry; and

3. 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 provision of this Agreement; and

4. The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and

5. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and

6. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and

7. The rendition of a decision or award within thirty (30) days of the date of presentation of written briefs by the parties unless waived by the parties.

8. Upon request of either party, the merits of a grievance and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before deciding the merits of the grievance.

9. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

D. The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Federation and the faculty member(s) affected, consistent with the terms of this Agreement.

E. Upon petition by either part to a court of competent jurisdiction, any arbitration decision or award hereunder shall be vacated and/or corrected upon any of the following grounds:

1. That the arbitrator exceeded his/her jurisdiction or authority under this Agreement and/or under the Submission Agreement;

2. That the arbitrator’s decision or award is not supported by substantial evidence; and

3. That the arbitrator’s decision or award is based upon an error of law.

ARTICLE XVIII: UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

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

ARTICLE XIX: ACADEMIC CALENDAR

The Federation and the college shall participate in developing a campus-wide process for establishing the Academic Calendar. This resulting process will include at least two (2) Federation appointed members.

ARTICLE XX: ANNUAL MEETING

Each winter quarter the college shall meet and confer with representative(s) from the Federation regarding: funding FTE growth, staffing needs, vacant positions, turnover savings, workloads, trends, and other issues of mutual concern to the Federation and the college.

Representatives of the college administration will meet with faculty of the corrections sites to review fiscal status and other issues of mutual interest during the first two (2) weeks of spring quarter.

ARTICLE XXI: SAVINGS CLAUSE

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

ARTICLE XXII: SCOPE OF AGREEMENT

This Agreement constitutes the negotiated agreements between the Employer and the Federation and supersedes any previous agreements or understanding, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions, or practices of the Employer which shall be contrary to or inconsistent with its terms.

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

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 result of the exercise of that right and opportunity are set forth in the Agreement. Therefore, except as specifically stated in Articles XIX and XXI, the Employer and the Federation for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other part to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

Nothing contained herein shall be construed to deny or restrict to any faculty member rights and responsibilities he/she may have under the laws of the State of Washington and the United States or other applicable regulations. No individual contract offered to faculty members by the Employer shall be inconsistent with the terms and conditions of this Agreement.

ARTICLE XXIII: DURATION

PLEASE REFER TO THE SIGNED ARTICLE XXIII (PAGE 85) AT THE END OF THIS DOCUMENT

This Agreement shall remain in full force and effect upon its execution from July 1, 2026, to and including June 30, 2029.

Articles and Appendixes of this agreement may be reopened upon mutual consent of the Federation and Employer and as otherwise specified herein. Such negotiations referred to in this section shall be conducted consistent with RCW 28B.52 or any subsequent legislation.

Negotiations for a successor Agreement shall commence on or after January 1, 2029. Signed this 1st day of July, 2026, at Centralia, Washington.

FOR THE FEDERATION

Mark Gorecki

Mark Gorecki (Jul 15, 2026 14:52:57 PDT)

Mark Gorecki , President
College Federation of Teachers

FOR THE BOARD

Robert Mohrbacher

Robert Mohrbacher (Jul 15, 2026 14:54:04 PDT)

Robert Mohrbacher, President
Centralia College

APPENDIX "A"
SPECIAL PROVISIONS FOR FACULTY MEMBERS ASSIGNED TO CORRECTIONS SITES

Faculty members assigned to corrections sites are hereby recognized as members of the unit and subject to the terms and consideration of this Agreement as modified below:

A. The base contract for faculty assigned to corrections sites shall not be less than 177 days or more than 220 days. The annual contract begins July and continues until June 30 of the following year. All full-time faculty in the same program will be offered the same base contract.

    1. One (1) faculty day= 7 hours. One-half (1/2) faculty day= 3.5 hours.

    2. If more days are needed to fulfill the Department of Corrections contract, the dean will issue extra days equitably between those faculty members who would like more days and are qualified for the program.

B. Corrections site faculty will be available for six (6) hours student contact per contract day, or three (3) hours student contact per½ contract day.

    1. Faculty will be compensated, at the non-instructional rate, for any time overage due to correctional protocols that prevent the faculty member from leaving the campus.

    2. Faculty can work remotely, when feasible, up to 3 days per quarter (not including Personal Days), and have the days counted as contract days. Additional days can be considered and approved by their dean.

C. The Adjunct/Moonlight hourly rate scale for corrections sites is based on the Adjunct/Moonlight Lab Instruction Rate (see Article VII: Compensation, Section 6) with an equivalency of 22 contact hours per credit.

    1. Step advancement at 800 hours per step; however, movement may only happen when authorized on main campus.

    2. Faculty hired prior to January 1, 2014, will retain previous compensation levels if the placement on the new scale results in a reduction in compensation.

D. The commitment of the college regarding meetings rooms (Article II, Section 8), Federation business (Article II, Section 13), and the use of facilities (Article II, Section 14) shall be applicable only to the extent that they are consistent with the rules and regulations which from time to time may be promulgated by the management of the corrections sites.

E. The provisions of Article IX shall apply to corrections sites faculty members. "Sufficient cause" shall also include failure to abide by the established rules of the Corrections Center.

F. The representative of the Employer at the Step One level of grievances (Article XVII) shall be the corrections site dean.

G. One (1) corrections site faculty member shall be allowed to leave early for the purpose of attending the monthly Federation meeting provided that suitable arrangements have been made to cover the assignment missed. A second corrections site faculty member will be released early if that person is an officer in the Federation.

H. The provisions of Article IX will apply in their entirety except that the composition of the Tenure Review Committee or Dismissal Review Committee shall be two (2) tenured faculty and one (1) administrator on each committee.

I. The provisions of Professional Duties and Workload Factors for Full-Time Faculty (Article X) shall not be applicable to faculty members assigned to corrections sites. Workload activities for faculty assigned to corrections sites include instructional assignments, committee participation, curriculum development, required Department of Corrections training and preparation time.

    1. ABE/HS+/GED faculty have the flexibility to cancel class(es) for instructional curriculum development and assessment work. Cancelling classes cannot reduce the minimum class hour requirement .

J. Corrections sites faculty shall have three (3) days each academic year for professional development activities. Faculty shall request use of the professional days at least seven (7) days in advance.

    1. Faculty designated time is not available for faculty at corrections sites.

K. WCC faculty shall be eligible for sabbatical leave during summer quarter effective summer, 1990.

L. Faculty members may apply for Curriculum Development Awards to work on curriculum projects during non-instructional periods. The college shall budget $3,000 per academic year for corrections sites.

M. Faculty members have access to the Mentoring Program (Article VII)

N. Funds available to eligible faculty members through the Curriculum Development and Extended Studies are available for professional leave. See Article VIII for specific details.

O. The college administration will forward to the Department of Corrections administration

the safety concern(s) of corrections site faculty raised during group discussions.

P. One (1) corrections site faculty member shall be allowed to leave early for the purpose of attending the contract negotiations provided that suitable arrangements have been made to cover the assignment missed. The Federation will notify the college who the corrections sites faculty representative for negotiations will be at least one (1) quarter before the start of negotiations.

Q. ABE/HS+/GED faculty can work remotely, when feasible, up to 3 days per quarter, and have the days counted as contract days. Additional days can be considered and approved by the dean. All remote days must be approved by the dean with 7 days advanced notice.

1. Remote work for curriculum development and assessment work cannot reduce the minimum class hour requirements.

R. Effective with the ratification of this contract, 2014-2017, eligible faculty at Cedar Creek will enter the tenure process.

1. Seniority will be based on the same process as main campus.

2. Main campus and corrections sites RIF unit lists are to remain separate.

3. All corrections sites will be included in a "Corrections Sites RIF Units" list.

   a. Multiple units will be listed, and each faculty member may be included in no more than two units.

APPENDIX "B"
EARLY RETIREMENT

The President may grant, upon request, incentives for early retirement when it is beneficial to both the college and the faculty member. Examples of such incentives may include the following:

A. Phased Early Retirement
The Phased Early Retirement Option provides for reduced load employment following a faculty member's retirement from his/her full-time appointment. Where a faculty member's application for this option is approved by the President, he/she shall enter into an agreement with the college in which the faculty member makes an intentional, intelligent and voluntary waiver of any and all tenure rights and the college agrees to employ the faculty member on a reduced load for a time certain in the future. All terms of such arrangements shall be specified in written agreement between the college and the faculty member.

B. Complete Early Retirement
The Complete Early Retirement Option provides for the purchase of valuable tenure rights of faculty members in exchange for the faculty member's separation for service at a time earlier than that required by law. Where a faculty member's application for this option is approved by the President, he/she shall retire and waive any and all tenure rights and shall receive payment in exchange for such retirement and waiver of tenure rights. The amount and method of such payment shall be as mutually agreed upon by the college and the faculty member. Payment under this option shall not be reported as wages by the employer but must be reported as ordinary income by the faculty member for the year in which received. Such payment shall be excluded in any calculation regarding retirement benefits. The written agreement will include a schedule of payment(s). No payment will be made after age seventy (70). Upon the death of a faculty member participating in this option, the faculty member's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased faculty member.

C. Other Early Retirement Options
Other Early Retirement Options not covered above may be implemented at any time upon written mutual agreement between the faculty member and the President.