AGREEMENT

Between

The Wenatchee Valley College Board of Trustees

and

The Wenatchee Valley College Association for Higher Education

2026-2029

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ARTICLE 1. SHARED UNDERSTANDINGS

This Agreement is by and between the Board of Trustees of Community College District No. 15 and the Wenatchee Valley College Association for Higher Education. It has been negotiated pursuant to RCW 28B.52.

Section A. Definitions

The following terms shall have meanings assigned below:

AAA shall mean American Arbitration Association.

Academic employee shall mean any teacher, counselor, or librarian who is employed by the District, whether full or part-time.

Academic year shall mean the fall, winter, and spring quarters which shall include the instructional and non-instructional contracted days within that time period.

Ad hoc committee shall be a committee assigned a specific project with a scope lasting at least one academic year, and is a workload equivalent, for a faculty member, of a standing committee.

Adjunct faculty are part-time faculty.

Administrator shall mean any person employed by the District either full or part-time who performs administrative functions for at least 50% of his/her assignments, and who has effective authority to hire, dismiss or discipline employees.

Agreement shall mean this collective bargaining Agreement.

Appropriate administrator shall mean the administrator to whom direct supervision of a program or department is assigned: that administrator with signature authority over a program or department budget. The District President or designee will identify the appropriate administrator for each program or discipline.

Association shall mean the Wenatchee Valley College Association for Higher Education (AHE), which is affiliated with the North Central Washington UniServ Council, Washington Education Association (WEA) and the National Education Association (NEA).

Association president shall mean the President of the Association or his/her designee.

Association representative(s) (AR) shall mean a full-time equivalent faculty (FTEF) and a member of the AHE designated to represent the interests of the Association.

Board shall mean the Board of Trustees of the District. As used in this Agreement, the term “Appointing Authority” is synonymous with the term “Board.”

CHE shall mean Credit Hour Equivalent. One contact hour per week shall equal one CHE for classes where the credit hours equal the weekly contact hours. In all other instances, one contact hour per week shall equal one CHE for any lecture component and one-half CHE for non-lecture component.

College policies are the policies that have been officially adopted by the Wenatchee Valley College Board of Trustees.

Contract year shall mean the dates specified in the faculty member’s individual annual contract. Normally this will be the academic year (FWS).

Contract day shall mean any day on the academic calendar. Where this document uses the word “day”, it is assumed to mean contract day unless otherwise redefined in that section.

Daily rate shall mean an individualized daily pay rate calculated using the faculty member’s annual salary amount as identified on their annual contract, divided by 175 days. This rate, or an hourly equivalent thereof, shall be used to compensate faculty for responsibilities assigned outside of the three standard academic quarters.

Dean shall mean an exempt employee who oversees various departments and/or programs. Deans supervise the faculty in such areas.

Department chair shall mean a full- or part-time faculty who is elected to lead a department and assigned specific duties as outlined in Workload and Duties, Article 6.

Director shall mean an exempt employee to whom direct supervision of a program or department is assigned and who has signature authority over a program or department budget. The District President or designee will identify the appropriate administrator for each program or discipline.

District/Employer shall mean Community College District Number 15, of the state of Washington, or its agents.

District president shall mean the chief administrative officer of the District or his/her designee.

Division member shall mean a faculty member who has been assigned to the division.

Division chair is the elected representative of the division.

Duly authorized AR shall include the Association President, members of the grievance committee, members of the executive committee or as the AHE President designates.

Executive director of human resources (a.k.a. Human Resources Administrator) shall mean an administrator designated by the District President as authorized to address the issues associated with that title in this Agreement.

Faculty shall mean the collective WVC faculty or an individual faculty member, depending upon the context.

Faculty member shall mean any member of the bargaining unit as defined in Article 3.

FACTC shall mean the Faculty Association of Community and Technical Colleges.

Formal complaint is a filed allegation that is reduced to writing and signed by the complainant.

FTE shall mean Full-Time Equivalent.

FTEF shall mean Full-Time Equivalent Faculty.

Full-time instructional faculty are all teaching faculty on annualized contracts.

Full-time non-instructional faculty shall mean all full-time faculty for whom the majority of their work is not instructional. This includes counselors and librarians.

Full-time non-tenure track faculty are faculty who are hired in accordance with Appendix C. Fulltime non-tenure track faculty positions can exist for one or multiple years.

Full-time probationary faculty are full-time faculty employed in a tenure-track position prior to being granted tenure.

FWS shall mean fall, winter and spring academic quarters.

Grievance shall mean a written claim that there has been a misrepresentation, misapplication or violation of this Agreement.

Grievant shall mean a faculty member, a group of faculty, or the Association filing a grievance.

General wage increase (GWI) is the statutory replacement for cost-of-living adjustment (COLA).

Human Resources Administrator shall mean an administrator designated by the District President as authorized to address the issues associated with that title in this Agreement.

Hire date shall mean the date of the signing of the first full-time contract for the most recent period of continuous full-time professional employment for the District.

IC shall mean Instruction Council.

Individual contract shall mean that document issued to and signed by each faculty member which sets out that person's salary, dates of employment, and other terms and conditions of employment, all of which shall be consistent with this Agreement.

Law shall mean any applicable federal, state, or local Constitution, statute, and/or administrative code as they currently exist or as they are subsequently changed to be. Any statutes referenced in this Agreement shall mean that reference as it currently exists or as it subsequently may be modified.

Launch Week shall mean non-instructional professional days scheduled before the start of fall quarter.

Memorandum of understanding shall mean a written agreement negotiated by the District and the AHE for the purpose of clarifying particular provisions of this Agreement.

Memorandum of agreement shall mean a written agreement negotiated by the District and the AHE for the purpose of amending provisions of this Agreement during the life of the Agreement.

OAR shall mean an outside Association representative such as UniServ, WEA or NEA or an attorney.

OFM shall mean the Office of Financial Management of the state of Washington.

One-year Appointed Full-time faculty, or One-Year Appointed faculty, members are appointed by an administrator without a hiring committee while District assesses need for a full-time position in the appointed area, or to fill a temporary vacancy due to full-time leave. One-year temporary faculty cannot be continued in the position beyond one year, and they cannot be appointed or transferred into any other full-time faculty position.

Overload shall mean a teaching or other instructional assignment beyond a full-time faculty's annual assigned workload (a minimum of 45 CHE's or 54 contact hours).

Part-time faculty are faculty on quarterly contracts. Part-time faculty are also known as adjunct faculty.

Parties shall mean the District and the Association.

PERC shall mean the Washington State Public Employees Relations Commission.

PDC shall mean the faculty professional development committee.

Program coordinator shall mean a full- or part-time faculty who is elected to lead a program and assigned specific duties as outlined in Workload and Duties, Article 6.

RCW shall mean Revised Code of Washington.

RIF shall mean Reduction in Force.

SBCTC shall mean the State Board for Community and Technical Colleges.

Standing committees are governed by Article 5 of this document. A list of standing committees and their statement of purpose shall be developed jointly by the AHE President and District President,

Student shall mean a person enrolled with and tracked by the District, regardless of that person's tuition rate, payment plan, or enrollment category.

Supplemental contract shall mean that contract issued to and signed by a faculty member to contract for professional services above and beyond his/her basic (teaching, counseling, etc.) appointment.

Task force is any group, tasked with a specific duty with a time frame of 6-12 weeks. Task forces are not considered part of a faculty member's shared governance duties.

Tenured faculty appointment shall mean employment with the District, following successful completion of the tenure process at WVC.

Turnover and Salary Savings (TSS): Turnover and salary savings are the costs recouped by the district, when a faculty leaves the district, whether they are replaced or not.

Vice President of Instruction shall mean an administrator designated by the District President as authorized to address the issues associated with that title in this Agreement.

WAC shall mean Washington Administrative Code.

Working File shall mean the information and formal records kept by the Dean/Director about their work with a faculty member.

Section B. Recognition

1. Exclusive Recognition: The District hereby recognizes the Association as the exclusive bargaining representative for all District faculty, as defined in RCW 28B.52. Excluded from the bargaining unit are classified employees, administrators, student employees, and non-faculty exempt employees as defined by law and this Agreement. An excluded individual, category or group having a common community of interest may be added to the bargaining unit consistent with RCW 28B.52 by agreement of the Parties or as determined by the Public Employment Relations Commission (PERC) pursuant to RCW 28B.52.
2. Inadvertent Removal from the Bargaining Unit: No faculty member shall be given an assignment which would have the effect of removing him/her from the bargaining unit without the District first meeting with the Association in a good faith attempt to avoid such consequence. This provision does not apply to bona fide promotions to part-time or full- time administrative positions.

Section C. Status of Agreement

This Agreement supersedes any previous agreements or understandings, whether oral or written, between the Parties and constitutes the entire Agreement between the Parties except as this Agreement may be amended from time to time by the Parties.

Section D. Conformity to Law

This Agreement shall be binding on the Parties, provided that should any provision be found to be contrary to law such provision(s) shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected thereby. The Parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s) found to be not permitted by law.

Section E. Distribution of Agreement

Following ratification of this Agreement, a copy of the negotiated agreement will be available on the WVC website within 45 days of ratification. Faculty members may use college copy machines to print the CBA at no cost.

Section F. Joint Meetings

Representatives of the Parties may mutually agree to meet periodically during the academic year if there are issues pertaining to the provisions of the Agreement and to try to address solutions. Such meetings shall not be part of the grievance process, nor shall they constitute collective bargaining sessions. Nothing in this section shall be construed to obligate either Party to modify, limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this Agreement.

Section G. Waiver

The Parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement.

Therefore, except as specifically stated in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other Party to negotiate with respect to any subject or matter not covered in this Agreement unless mutually agreed otherwise.

Section H. No Strike, No Lockout

Disputes which may arise between the Parties concerning the application or interpretation of this Agreement shall be settled without resort to strike or lockout.

Section I. Communications

WVC email is recognized as the primary form of communication. Faculty and staff will conduct official college communications via WVC email unless specific reasons require using hard copy (signed contracts) or if an employee is restricted from access.

Section J. Policies and Procedures

The District shall post all District policies, procedures and regulations on the WVC website. This Agreement shall take precedence over any discrepancy which might exist between this Agreement and District policies and procedures.

ARTICLE 2. ADMINISTRATION RIGHTS

Section A: Administrative Rights

The Administration has the exclusive authority to manage and direct the operations and activities of the District consistent with the specific terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement shall be administered for its duration by the District. The Administration has the right to exercise its rights and decisions without negotiations about the decision. If the Association believes that the Administration has violated the terms of this agreement, they can address it through the grievance process.

Examples of District/Administration rights, but not limited thereto, are the following:

1. Determine the District's functions, programs, organizational structure and use of technology consistent with the specific terms of this Agreement.
2. Determine the District's budget, including the number and type of academic and nonacademic staff, budgetary and financial procedures consistent with the specific terms of this Agreement.
3. Direct and supervise employees.
4. Determine the District's mission and strategic plan consistent with the specific terms of this Agreement.
5. Develop, enforce, modify, or terminate any policy, procedure, or manual or work associated with the operations of the District consistent with the specific terms of this Agreement, and after seeking input from faculty.
6. Determine or consolidate the location of operations, offices, and work sites, including permanently or temporarily moving operations in whole or part to other locations consistent with the specific terms of this Agreement.
7. Determine duties and responsibilities of faculty, assignments, responsibilities to be performed, and scheduling of these responsibilities consistent with the specific terms of this Agreement.
8. Determine training needs, methods of training, and employees to be trained.
9. Administer disciplinary actions consistent with the discipline article.
10. Determine the financial basis for layoffs and administering layoffs consistent with the terms of this Agreement.
11. Determine positions, promotion, and nonrenewal, consistent with the terms of this Agreement.

If a declaration of financial emergency is implemented by either the SBCTC or the Board of Trustees, administration will follow the procedures in RCW 28B.50.873.

ARTICLE 3. ASSOCIATION RIGHTS

Section A: Business

1. Use of Buildings: The Association shall have the right to use of District buildings to transact lawful Association business, provided there is compliance with normal scheduling procedures and that no additional cost is incurred by the District. Written notification will be provided to the administration at least one full week (five business days) prior to a general Association meeting. In the event of an emergency, notification will be provided as soon as feasible. Use of District buildings is subject to availability as determined by administration. Use of District buildings shall be consistent with District policies and procedures.
2. Use of Equipment: The Association shall have the limited right to use of District owned or rented office equipment on site when such equipment is not otherwise in use. Examples of equipment may include but are not limited to: a laptop; printer, copy machine, internet/intranet usage, desktop computer etc. The Association shall pay for the actual cost of all materials, supplies and charges incidental to such use. The AHE and employees recognize that there is no expectation of privacy pertaining to any of this usage and the District has the right to review all usage, content, information, data and communication conducted through such usage.
3. Association Notices: The Association shall have the right to post notices of activities and matters of Association concerns on District bulletin boards and electronic media sites provided, however, there shall be no political matters posted on bulletin boards or electronic media.
4. Access to Information: Upon request, the District shall furnish the Association information relevant to its representation responsibilities in the same form available to the general public, subject to proper redaction and scope according to the Public Records Act.
5. Administrative Procedures Act Hearing Notices (APA): All notices of hearings conducted under the APA shall be provided to the Association consistent with APA terms, subject to the provisions of Appendix B.
6. Board Meetings: ARs shall have the right to attend all regular and special meetings of the Board and submit items for the agenda consistent with Board bylaws. Requests for consideration of any matter of business or correspondence at a meeting of the Board must be submitted to the District President's office three weeks prior to the scheduled meeting date. Written back-up must be received by the District President's office two weeks prior to the meeting date in order to be included on the Board agenda. Nothing in this section shall be construed to diminish the right of the Board to hold executive sessions excluding the AR consistent with the statutory meeting guidelines. Nothing in this section shall be construed to limit the Board from transacting business which it is lawfully authorized to conduct.
7. Association Participation: If the Association is not satisfied with program plans, operating budget and/or District goals, the Association may submit an independent recommendation, in writing, to the Board at least 120 hours prior to the date set for discussion or action by the Board.
8. Faculty List: Within the first month of each academic quarter, the District shall provide to the AHE President, in electronic form, the following information for each employee in the bargaining unit, provided that the District has the information in its records: name, home address or personal mailing address, telephone numbers (cell and home), personal email address, department, division, and contract type. This list is different than the RIF list referenced in Article 11, Section C.
9. Association Business: Duly authorized ARs shall be permitted to transact official Association business on District property at all times, provided there is no interruption of the normal operations of the District (e.g., interrupting a class in progress). Association business is

limited to official business such as grievance processing and other business sanctioned by this CBA.

10. Association Delegates: The Association shall have the right to send delegates and/or representatives to legislative committee hearings, SBCTC meetings, or Association regional, statewide, or national meetings/conferences. When using this provision, faculty members shall attempt to plan classes so that a substitute is not required. If a substitute is required, the Association shall pay for the cost of any substitute that may be necessary, in the judgment of the administration, to fulfill the faculty member's assignment during his/her absence. In the interest of meeting student needs and expectations, faculty members shall notify the appropriate administrator with reasonable notice, depending on the event, to provide the opportunity to plan in advance of the meeting. The Association shall bear the cost of travel and related expenses. For purposes of this section, the Association may utilize up to a total of 140 hours per year.
11. The District shall not enter into any Memorandum of Understanding or Memorandum of Agreement with a third party that impacts any terms of the CBA without an advance written agreement by the AHE President. The Association shall have 10 contract days to review the proposed MOU or MOA and provide a written response.

Section B: Release Time for Faculty Association President

Upon request, the District shall grant to the Association President 1/3 release time for three quarters annually or a stipend equivalent to a five-credit overload per quarter for three quarters annually. The release time will be used by the Association President to assure this agreement is executed according to mutual expectations, be available to meet with the District President, other administrators, and faculty, and work with the District to resolve issues that may arise in the administration of this agreement. The Association President will also fulfill duties in a timely manner specified in this CBA.

Section C: Ad Hoc Committee Assignment for Association Negotiators

Members of the AHE negotiating team, upon election, will be moved from their regular committee assignments to an Ad Hoc "AHE Negotiators" committee until the conclusion of negotiations.

Section D: FACTC Representation

1. The Association shall have the right to send a delegate or a representative to the Faculty Association of Community and Technical Colleges (FACTC) meeting. When using this provision, the faculty member shall attempt to plan classes so that a substitute is not required. In the interest of meeting student needs and expectations, faculty members shall notify the appropriate administrator with reasonable notice, depending on the event, to provide the opportunity to plan in advance of the meeting.
2. The District shall bear the cost of travel and related expenses for FACTC meetings.

Section E: Dues, Representation Fees and Payroll Deductions

1. Payroll Deduction of Association Dues: The District shall provide for Association membership payroll dues deductions through automatic payroll authorization procedures. It is the responsibility of the Association to obtain written authorization from faculty members so affected. Dues deductions shall be continuous thereafter. Such deductions shall be remitted as directed by the Association.
2. Revocation of Membership: Revocation of membership and payroll deductions shall be made by following the process on the WEA membership form. The North Central Uniserv Council will notify the District of any such revocation.

3. Indemnification: The Association shall indemnify the District and hold it harmless against any suit or liability for damages that shall arise out of action taken by the District for the purpose of complying with the provisions of this Section.
4. Representation Fee: No faculty member shall be required to join the Association. If representation fees are allowed by law in the future, representation fees will be allowed under the language from the 2015-18 AHE contract.

Section F: Other Payroll Deductions

The District shall provide, upon receipt of authorization from a faculty member, payroll deductions from the faculty member's salary for insurance plans, tax-sheltered annuities, credit unions, or other plans, provided that such deductions are in accordance with Board policy, state law and OFM regulations.

ARTICLE 4. EMPLOYEE RIGHTS

Section A. Rights of Law

Faculty rights, established in the laws of the state of Washington and/or of the United States, shall not be denied or restricted by the terms of this Agreement, District policy or regulation.

Section B. Academic Freedom

The District subscribes to the academic freedom portion of the 1940 “Statement on Academic Freedom and Tenure” issued by the American Association of University Professors and the Association of Colleges for Teacher Education, the Association for Higher Education, the National Education Association and other professional groups.

The academic freedom portion states:

1. Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
3 College and university teachers are citizens, members of a learned profession and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that they are not speaking for the institution.

Section C. Personnel and Working Files

1. Personnel Files
    a. Location: Each faculty member will have only one master file kept by the District, housed in the District human resources office. This rule shall not preclude the maintenance of all lawful payroll records by the business office nor the maintenance of other essential records by appropriate personnel for the operation of the institution.
    b. File Review: Each faculty member shall have the right to review the entire contents of his/her personnel file, with the exception of confidential placement recommendations and any other material excluded under RCW Chapter 42.56 as currently enacted and hereafter amended. Examinations of personnel files shall occur only following a previously arranged appointment with the office.
    c. Copy and Response: Material may be placed in a faculty member’s personnel file by supervisors after the faculty member has been given 10 working days to review a copy of the material and to append a rebuttal to any facts, complaint or statement. The faculty member shall acknowledge by signature the contents of the material submitted to the personnel file. A signature does not in any way signify agreement or disagreement with the contents.
    d. Anonymous or Unsubstantiated Derogatory Material: No anonymous or unsubstantiated derogatory material will be included in a faculty member’s personnel file.

e. Use for Disciplinary Purposes: Materials placed in a faculty member's file without his/her knowledge, or material maintained in any file other than the personnel file shall not be used to support any disciplinary action against the faculty member. See Article 10.

f. Removal of Documents from Faculty's Personnel File: Upon written request to the human resources office by the faculty member, with the exception of documents that are required to be retained by law, documents related to complaints, charges or disciplinary action will be removed, after three years unless another disciplinary issue occurs resulting in either a verbal reprimand or written reprimand of a similar nature, then both shall be retained for another three years. Suspension without pay, demotion where applicable and termination/dismissal shall remain in the file permanently.

g. Investigation and Grievance: Investigation and grievance files will be maintained separately from a faculty member's personnel file.

2. Working Files

a. Location: Appropriate administrators may maintain working files in their individual offices. When an appropriate administrator leaves their current position, the three most recent years of their working files may be transferred to the successor.

b. File Review: Each faculty member shall have the right to review the entire contents of the working file maintained by the appropriate administrator. Examinations of working files shall occur only following a previously arranged appointment with the appropriate administrator. The faculty member shall have the right to append a rebuttal to any document maintained in the appropriate administrator's working file.

c. Anonymous or Unsubstantiated Derogatory Material: No anonymous or unsubstantiated derogatory material will be maintained in the appropriate administrator's working file.

d. Use for Disciplinary Purposes: No material maintained solely in the appropriate administrator's working file, and not in the personnel file, may be used to support any disciplinary action against the faculty member. See Article 10.

e. Investigation and Grievance: Investigation and grievance materials will not be maintained in an administrator's working file.

Section D. Individual Contracts

1. Original Individual Contracts: Pursuant to RCW 28B.50.855, the District shall provide each full-time faculty member, immediately upon initial employment, with a written individual contract for a term of one year or portion thereof, including all conditions and responsibilities attached thereto. Each individual contract shall incorporate by reference the policies and procedures manual, all adopted policy, and the rules and regulations promulgated by the Board. Any conflict with this Agreement shall be controlled according to this Agreement.

2. Subsequent Individual Contract: Each year thereafter, the District shall provide each full-time faculty member with a new individual contract no later than 60 days prior to the ensuing year unless notice of delay and rationale for such delay are provided to both the AHE and the individual employee. Each faculty member who intends to return to employment in his/her respective tenured or probationary appointment in the ensuing academic year shall so notify the District by signing the written agreement and returning it to the District President no later than 20 days after issuance. If a faculty member has a special faculty appointment for which the funding status is not known 60 days prior to the ensuing academic year, then he/she will be notified. A timetable for contract issuance or decision not to issue a contract will be jointly agreed upon.

3. Failure to Sign Individual Contract: Failure to return a signed individual contract within 20 days of issuance shall mean such faculty member does not intend to return to the full-time faculty appointment and no longer desires to be employed by the District.

4. Individual Contract Forms: Templates for all contract types shall be reviewed by the Association prior to issuance.

Section E. Offices

1. The District shall provide each full-time faculty member with an office which shall be equipped with standard office furniture and equipment. Exceptions are possible with mutual agreement of a faculty member and appropriate administrator. In the case of a probationary faculty member, mutual agreement must include the AHE President.
2. For part-time faculty only, subject to fiscal, facility, and security limitations, the District shall provide work and/or office space with telephone and networked computers and secure storage space on campus.

Section F. Insurance Coverage

The District shall contribute the maximum amount of the premiums authorized by law and the Public Employees Benefit Board for allowable group insurance plans for each eligible faculty employee. Such contributions shall be paid during summer months for full-time faculty who are returning to work for the subsequent academic year. Faculty have the opportunity to self-pay such contributions during leaves without pay. All premiums in excess of the amount allowed by law shall be borne by the faculty member. Part-time faculty are eligible for benefits as provided by state law.

Section G. Parking and Access

1. The District will provide non-reserved parking for all faculty at the Board approved rate.
2. The District shall make available to faculty members the access necessary to perform their jobs, according to college policy and procedures.

Section H. Copyrights and Patents

Background: The District encourages the publication of scholarly works as an inherent part of its educational mission. In this connection, the District acknowledges the right of faculty, staff, and students to prepare and publish, through individual initiative, articles, pamphlets, and books that are copyrighted by the authors (or their publishers) and that may generate royalty income for the authors.

The variety and number of copyrightable materials that may be created in the college community have increased significantly in recent years as have the author-college-sponsor relationships under which such materials are produced. Therefore, the following statement of ownership and use of copyrightable materials is provided to clarify the respective rights of individuals and the District in this increasingly important area.

1. General Statement on Ownership and Use of Copyrightable Materials: District faculty retain all rights in copyrightable materials they create, except when special circumstances or contractual arrangements prevail. The right of ownership is subject to the following exceptions and conditions:
2. Grant and Contract Limitations: Conditions regarding rights in materials or restrictions on copyright or patent privileges contained in sponsored grants, contracts, or other awards are binding on the college and faculty.
3. District-owned Materials: The ownership of any materials, invention, or processes produced solely for the District, at District request, and at District expense with the use of District resources shall be deemed District-owned and be copyrighted or patented, if at all, in its name. This provision shall apply to all materials, inventions or processes that were produced as a part of the faculty member's regularly compensated duties.
    a. Materials bearing the likeness, voice, recorded instruction, or other identifiable intellectual contributions of a faculty member shall only be accessed, used, reproduced, distributed,

displayed, performed, or assigned to another individual with the express written notification of the producing faculty member. Materials retained by the district will be credited to the producing faculty.

b. The District shall not edit, manipulate or misrepresent the faculty member's likeness, voice, recorded instruction, or other identifiable intellectual contributions unless the District has first obtained the faculty member's express written permission. If such written permission has not been secured, the materials shall not be edited.

4. Written Agreements Regarding Joint District and Faculty Ownership: If a faculty member uses District resources to produce copyrightable materials which are not necessary to fulfill the employee's regularly compensated duties, ownership of the materials shall be designated in a written agreement entered into prior to production. It shall be the faculty member's responsibility to initiate this agreement. Reasonable cooperation in obtaining the agreement on behalf of both Parties is implied. The contract shall be negotiated with and filed in the District's business office.
5. Nothing in this section shall be interpreted to circumvent or undermine any portion of RCW Chapter 42.52, "Ethics in Public Service."

Section I. Privacy

1. Personal Lives: The private and personal life of faculty members is not within the appropriate concern or attention of the District except as to its impact on students, job performance, and effectiveness and provided there is not violation of conflict of interest regulations as specified in law.
2. Personnel File Privacy: The District shall maintain confidentiality of personnel files consistent with applicable legal requirements. The exception to confidentiality pertaining to personnel files and records is when those files or records are needed to carry out discipline or process grievances. This confidentiality provision is subject to the public records/request laws and procedures. The faculty member shall be informed when there are requests to review his/her personnel file by students or individuals not associated with the District. None of those having access to the file may remove any material without the knowledge of the faculty member.
3. Nothing in this section shall be interpreted to circumvent or undermine any portion of RCW Chapter 42.52, "Ethics in Public Service."
4. Notification of Release of Public Information: The District shall notify any employee and the Association when there is a request for information that would affect them.

Section J. Workplace Harassment/Discrimination

1. It is the policy of Wenatchee Valley College that sexual or all forms of workplace harassment/discrimination are a violation of the mission and purpose of the District and shall not be tolerated, pursuant to Policy 000.330 and Policy 000.340 subject to amendments. This prohibition includes bullying and any other similar types of conduct.
2. The District shall investigate all claims as prescribed in the Wenatchee Valley College Procedures – Discrimination and Discriminatory Harassment 1000.330 and Sexual Harassment/Title IX 1000.340.
3. Following investigation, the District shall give the faculty member and the Association President a written report, which shall include findings and recommendations.

Section K. Professional Development Fund

The District values, supports, and encourages faculty professional development (PD) and recognizes its responsibility to fund such endeavors. In addition, the District values collaboration and continuous improvement through shared learning.

1. Each full time faculty member may access $2200 each year with the following expectations:
    a. No later than April 15, a faculty member will propose activity, resources, conference travel or other professional development to their appropriate administrator for approval. The proposal shall include specific activities and outcomes related to professional growth. The requested amount need not utilize the entire $2200. However, each faculty member will be limited to one proposal per year.
    b. Upon approval of the appropriate administrator, stipend will be paid as part of regular payroll processes, subject to applicable withholdings.
    c. Within sixty days of completion of the activity or met goal, the faculty member will present to faculty as part of the Center for Teaching and Learning, Division meetings, Professional Development Days, a conference, etc. Prior to the end of the faculty calendar, a summary report documenting the outcomes of the PD activities will be provided to the dean, VPI, and HR.
    d. Failure to present and submit reporting may result in repayment of stipend or suspension of eligibility for one year.
    e. This taxable stipend is a recognition by the District of the additional time and effort that full-time faculty dedicate each year to self-directed professional development and improvement activities, including but not limited to advancing knowledge and research, improving pedagogy and student experience, maintaining credentials, and cultivating leadership knowledge and skills. This stipend is intended as compensation for the faculty member's time and effort as they engage in the professional development activities of their choosing.
    f. In the Professional Development Follow-up Report, the faculty member will identify the category of professional development activities they engaged in, briefly describe the professional development activities and efforts that they engaged in throughout the year, and briefly explain how those activities impacted them professionally, improved student experience, and/or related to WVC's values and strategic plan.
2. Annually, for the duration of this contract, a professional development fund of $10,000 will be established for part-time faculty who meet the criteria below. A maximum of $500 per part-time faculty may be approved/recommended by the appropriate administrator for professional development activities or materials with final approval by the Vice President of Instruction. The Vice President of Instruction may approve funding above $500 if excess funds are available.
    a. Travel and purchase of goods and services must follow District and state guidelines and requirements.
    b. Computers or laptops purchased in this way will count as the provided District computer as per Section E of this article.
    c. Part-time Faculty Eligibility Criteria:
        i. Must have been a part-time faculty member of the District for at least one year and have taught a minimum of 15 credits during that year.
        ii. Must be teaching at least five credits when application for funding takes place.
3. Any temporary reduction to the funding of professional development must be based on budgetary reasons by both the District and the faculty, only taken during times of extreme financial hardship, and subject to the following:
    a. Extreme financial hardship shall mean the following: The District President's declaration of a possible reduction in force (RIF) in faculty.

b. In any given year where an extreme financial hardship is recognized, the budget review task force may convene to review professional development funding as one of many sources of budget savings.

c. Only upon mutual agreement of the budget review task force members, the professional development funds may be reduced for a period of one fiscal year. At the end of the fiscal year, the professional development funds will be restored.

ARTICLE 5. SHARED GOVERNANCE

Preamble: The purpose of Shared Governance at WVC is to ensure a culture of collective ownership, engagement, and accountability for all of WVC's processes and decisions. Shared Governance recognizes the expertise, abilities, skills, and commitment to learning faculty and staff possess and how those attributes can assist the college in making appropriate decisions and setting meaningful directions. Shared Governance is a right and responsibility of all employees at WVC.

The AHE President shall assign full-time faculty to standing committees.

Section A. Structure

WVC operates through a system of Shared Governance that includes Instruction Council , Standing Committees, Ad Hoc Committees, Task Forces, Divisions, Hiring Committees, and Review Committees. The organization of this system of Shared Governance is subject to change by the mutual agreement of the District President and the AHE President.

1. Areas of Governance:
    a. Faculty-driven Governance is represented by the Instruction Council (IC) and consists of Division Chairs (Section F). The Instruction Council is responsible for consideration of all matters concerning faculty. This consideration may include, but is not limited to, instruction, assessment, curriculum, advising, outreach, scholarship, program/department resources, planning and other student-related matters.
    b. Institutional-driven Governance is represented by committees that are under the purview of District administration but are enriched by the input and review of faculty perspectives and advice.
2. Standing Committees:
    a. Standing Committees are representative committees with responsibility for defined aspects of Shared Governance, and they bring their recommendations to the Instruction Council There are two types of committees.
        i. Faculty-Driven Committees provide recommendations or reports to IC for consideration prior to implementing actions or changes, and are central to faculty interests, responsibilities, and accreditation standards.
        ii. Institution-Driven Committees submit informational reports before each IC meeting to aid communication to faculty, and to solicit feedback.
    b. Standing Committees are part of a clear reporting process. Standing Committees are expected to report out to and solicit input from their respective areas and appropriate administrators. Standing Committees are ongoing.
    c. Standing Committees will be co-chaired by one full-time faculty member and one administrator.
    d. Faculty-Driven Committees will not have more than two voting nonfaculty members.
    e. Institution-driven committees shall include voting faculty members as assigned by the AHE President. The President and the AHE president shall jointly determine the number of non-faculty voting members appropriate to each committee's responsibilities and impact on the District.
    f. Committees responsible for student appeals are authorized to meet and make recommendations as necessary.
    g. The following areas of faculty participation are protected by this contract and the Standing Committee list shall provide opportunities for faculty to share governance in the following areas:

i. Faculty-Driven

(1). Curriculum, Academic Policy, and Learning Assessment (syllabuses, policy, catalog, learning outcomes, program mapping, program improvement, educational equity, etc.).

(2). Faculty Advancement and Awards (professional development, sabbaticals, student scholarship application reviews, etc.)

ii. Institution-Driven

(1). Budget and Resource Allocation (marketing, capital expenses, software and IT, service contracts, institutional financial health, etc.)

(2). Student Enrichment (support services, clubs and student life, athletics, student appeals, etc.)

(3). Institutional Integrity (collaborative oversight, human resources, institutional effectiveness, accreditation, non-academic policies, etc)

(4). Enrollment and Community Engagement (onboarding and advising, guided pathways, outreach and community needs, HSI, demographics, diversity, inclusion, etc.)

(5). Safety (OSHA concerns, security, cybersecurity, etc.)

3. Ad Hoc Committees:

   a. Ad Hoc Committees have a defined purpose, duration and charge and may be formed after the beginning of the academic year. If the scope or ongoing nature of an Ad Hoc Committee's work warrants continued operation, the District and AHE president may, by mutual agreement, designate the committee as a Standing Committee in the subsequent Academic Year.

   b. Upon mutual agreement of the AHE President and the Vice President of Instruction, Ad Hoc Committees may be used as a full-time faculty member's contractual committee assignment.

4. Task Forces:

   a. Task Forces are established to address a specific institutional need of limited duration, generally lasting between six and 12 weeks. Task Forces are not considered part of a full-time faculty member's shared governance assignment unless otherwise agreed by the parties. Task Forces shall sunset at the conclusion of the academic year and are not intended to become Standing Committees. While Shared Governance is a right, participation in task forces and ad hoc committees is voluntary.

   b. Upon mutual agreement of the AHE President and the Vice President of Instruction, participation in a Task Force may satisfy a full-time faculty member's contractual committee assignment where the scope or time commitment of the assignment warrants such designation.

Section B. Participation

Full-time faculty and administration are obligated to participate in Shared Governance for the collective good of the college. Every faculty member has a right to participate in Shared Governance through their department/program, Division, the Instruction Council, and the Standing Committee/Ad Hoc Committee structure, as well as faculty hiring and pre-tenure review committees.

1. Full-time faculty are expected to participate in the Shared Governance of the college which allows faculty to review current or proposed practices of the college, recommend changes or improvements, help prioritize college resources and employees, and delegate/request the college provide support for these activities.

2. Instruction Council Membership: Division chairs are members of Instruction Council and represent their respective faculty. The division chairs will communicate with all faculty in their divisions so each faculty member shall have the opportunity to have input into the college budgets, missions, goals, facilities, programs and staffing decisions.
3. The Instruction Council shall be co-chaired by an elected Division chair and the Vice President of Instruction.
4. Program Plans, College Operating Budgets and District Goals: Each faculty member shall be granted the opportunity to provide input into the governance of the District through the department, division and committee structure. Such participation shall be solicited in the development of program plans, College operating budgets and District goals.
5. The Administration will keep the division chairs informed about changes under consideration. The Administration will make program plans, college operating budgets, and District goals available to faculty 10 days prior to review by the Board.
6. Individual Participation: The mechanism for providing input from full-time faculty shall include the Division, department/program and the Standing Committee Ad Hoc Committee structure. All full-time faculty have rights and responsibilities to vote within their departments, programs, and academic divisions. Part-time faculty will be afforded opportunity for participation (non-voting) in their departments, programs and Divisions.

   In addition to their content area divisions, Omak faculty are also voting members of the Omak Division.

Section C. Schedule and Assignment

1. Instruction Councils will meet during the first Friday of each month at a time when the majority of faculty members do not have conflicting scheduled WVC obligations.
2. Divisions will meet during the second week of each month on the day of that week at a time when the majority of faculty members do not have conflicting scheduled WVC obligations. Divisions have the right to create a different meeting schedule that will better accommodate their work.
3. Standing and Ad Hoc Committees will meet during the third week of each month on the day of that week at a time when the majority of faculty members do not have conflicting scheduled WVC obligations. Standing Committees have the right to create a different meeting schedule that will better accommodate their work.
4. Administrator-Scheduled Meetings and Trainings shall be held on President's Day and Professional Development Days. If operational or institutional needs require such Meetings and Trainings to occur on other contract days, they shall be scheduled during the fourth week of each month on days and times when the majority of affected faculty members do not have conflicting WVC obligations. In some months, this final week could include the first few days of the subsequent month.
   a. To the fullest extent practicable and appropriate, the District Administration and Human Resources Department shall schedule meetings and trainings in formats and at times that minimize conflicts with faculty members' contractual obligations.
   b. Outside of Professional Development Days, the District shall communicate the priority level of Meetings and Trainings using the following hierarchy to assist faculty in determining how to adjust contractual workload obligations to accommodate administrator-led meetings and trainings:
      i. Tier 1: Legally Mandated (federal or state requirements including FERPA, Title IX, etc.).

ii. Tier 2: Institutionally Required (District policy, accreditation-related, reporting requirements, ethics compliance, etc.).

iii. Tier 3: Administratively Requested (operational, programmatic concerns, scheduling, etc.).

iv. Tier 4: Administratively Suggested (professional development opportunities, informational meetings, etc.).

5. Annually, the AHE President and District President shall jointly develop the list of committees with their purpose and scope. Each committee shall develop a charge letter outlining intended work priorities and outcomes for the year. Human Resources shall maintain the list of committees and charge letters.
6. The AHE President and the Vice President of Instruction will assign full-time faculty to Standing Committees and Ad Hoc Committees.
7. The AHE President will create a draft of new committee assignments prior to the beginning of the academic year to allow Standing Committees and Ad Hoc Committees to meet during Launch Week.
8. Each full-time tenured faculty member will be assigned to one Standing Committee or Ad Hoc Committee. To ensure organizational continuity, faculty will be assigned to a committee for a minimum of two years with staggered rotations.
9. Probationary faculty will be assigned to Standing Committees on a one-year rotation. When possible, probationary faculty will be assigned to the same Standing Committee as their Faculty Mentor for their first assignment.
10. Faculty members will make a good faith effort to find a mutually agreeable time to meet with their Standing Committee. If no mutually agreeable time can be found, the faculty member must contact the AHE President and be reassigned to another Standing Committee.
11. As needed, the AHE President and the Vice President of Instruction may reassign appropriate faculty to a different Standing Committee or an Ad Hoc Committee.
12. All faculty appointments to other committees (e.g., hiring, pre-tenure, task force) will be made by the AHE President in a timely manner. The District President may strike one appointment. Additional strikes require written explanation to the AHE Executive Board. Appointments to executive-level hiring committees will be assigned per Appendix C, Section B.2.

Section D. Rights of Faculty in Departments

Each faculty member shall have the opportunity to provide input to the department chair and membership regarding the departmental budget, schedule, staff, equipment and other concerns in the departments where the faculty member has instructional duties.

Section E. Effective Governance

In order to maintain a system of effective Shared Governance, Standing Committees will:

1. Hold their first meeting during Launch Week in the fall of each year. The goal of this meeting is to select a faculty co-chair and receive an annual orientation.
2. Develop a charge letter outlining intended work priorities and outcomes for the year.
3. Provide quarterly progress reports to Instruction Council.

Section F. Division Chair: Job Description and List of Divisions

The division chair is an integral part of the shared governance structure of the college. The division chair represents the faculty in their division and is responsible for communication between the faculty and administration about items and issues including, but not limited to, the review of college practices, faculty recommendations regarding changes, faculty input on resource allocations and

faculty input on staffing changes. Participation on IC as division chair fulfills the standing committee requirement for full-time faculty.

The division chair is an elected member of the division, unless no one is willing to serve, in which case the Vice President of Instruction or designee will appoint.

Faculty retain the right at division meetings to address AHE matters independently of their appropriate administrator, director, or dean.

1. Specific Responsibilities:
    a. Attend instruction council meetings, attend meetings scheduled by the dean, chair division meetings and represent the division members.
    b. Facilitate the development of operational items affecting the division, including budgets, plans, schedules, staffing and equipment.
    c. Facilitate the decision-making and communications processes within the division by holding monthly division meetings within the academic year. Communication of recommendations between departments or programs in the division, the dean and the Instruction Council is encouraged.
    d. Ensure that the department or program is represented in all hiring for their department or program, both full-time and part-time.
    e. The division chair is not responsible for the supervision of other faculty.
    f. Assign mentors to the probationers in their division as outlined in Article 6.
2. Selection:
    a. Only tenured full-time faculty members are eligible to be division chairs.
    b. Division chairs shall be elected every two years by a simple majority vote of the total number of tenured, probationary, and nontenured full-time faculty members on all campuses in the Division, and may serve consecutive terms. Faculty whose teaching assignments span multiple divisions are entitled to vote in each division where they hold a curricular assignment.
    c. The appropriate administrator shall review the electoral process chosen by the division to ensure fairness, integrity and inclusion. Should concerns arise regarding the process, the vice president of instruction may require the election be conducted by secret ballot through a method agreed upon with the AHE President.
    d. By May 15, each division shall indicate to the appropriate administrator whether they wish to elect a division chair for a vacated position or have the appropriate administrator and District President jointly appoint a division chair from the full-time faculty of that division. Administration will consult with the AHE President prior to making an appointment.
    e. If the elected division chair is unavailable for any quarter, an acting division chair shall be elected by the division, or appointed in the same manner as 2.c, should the division fail to elect.
    f. If the duly elected or appointed division chair fails to perform the responsibilities listed above for a period of two months, the appropriate administrator or faculty within the division could ask for a new election.
    g. Duly elected (or appointed) division chairs assume duties at the beginning of the fall quarter.
    h. No faculty shall be division chair for more than a single division at any given time.
3. List of Divisions and the Instructional Areas included in each:

a. Academic Development: adult basic education, English as a second language, High School+ Diploma Completion, developmental reading, student development skills, library and counseling.

b. Allied Health and Safety: addiction studies, emergency medical technician, fire science, medical assistant, medical laboratory technology, pharmacy technician, behavioral health and radiologic technology.

c. Business and Computer Technology: accounting technology, business computer technology, computer technology and systems, computer science and transfer business, digital and graphic design.

d. English: English, literature, creative writing and developmental English.

e. Exercise Science: physical education, health and recreation.

f. Fine Arts and Humanities: art, communications, journalism, theater, humanities, world languages, music and philosophy.

g. Math: mathematics and developmental mathematics.

h. Nursing: certified nursing assistant, Associate Degree in Nursing and Bachelors of Science in Nursing paths

i. Science: astronomy, biology, chemistry, engineering, environmental science, geology, meteorology, nutrition and physics.

j. Social Science: American Indian Indigenous studies, anthropology, Chicano studies, economics, geography, history, political science, sociology, psychology and intro to education.

k. Technology and Industry: agriculture, automotive technology, early childhood education, environmental systems and refrigeration technology, industrial technology, welding, criminal justice, drafting technology, electronics/energy, Latino agriculture education, machining, natural resources and occupational education.

l. WVC-Omak Campus.

This list may change by mutual agreement of the AHE and administration.

ARTICLE 6. WORKLOAD AND DUTIES

Preamble: Any deviation from the workload standards and duties defined in this section must be negotiated by the faculty member, the appropriate administrator, and the AHE President prior to assignment.

Section A. Calendar

1. Academic Contract Year: The full-time faculty contract year shall be 175 days, as scheduled in the Board approved District calendar.
2. Academic Calendar:
    a. A minimum of three faculty members will serve on the District's academic calendar committee as voting members. This committee develops the 175-day academic calendar.
    b. Faculty will work 16 professional days per year in addition to the 159 teaching and examination days. These days will be allocated as follows:
        i. One required professional day at the discretion of the District President.
        ii. Four required professional days (two during Launch Week, one in winter quarter and one in spring quarter).
        iii. Three required professional days (one per quarter) for advising and registration.
        iv. Two required professional days (one in winter, one in spring) for classroom preparation.
        v. Six flexible professional days, three scheduled and three non-scheduled. Individual faculty members may schedule their non-scheduled flexible professional days as they determine to be most beneficial to the District. There is no prior approval required for work performed on these days.
3. Exceptions to the Academic Contract Year:
    a. By mutual agreement of the faculty member and the District President, full-time faculty appointments may be made for less than 175 days on a reduced contract or for more than 175 days on an extended contract.
    b. By mutual agreement between the employee, the appropriate administrator, and the AHE President, a non-instructional faculty member may be scheduled to work an alternate 175- day contract between July 1st and June 30.
    c. By mutual agreement between the employee, the appropriate administrator and the AHE President, an instructional faculty member may have a contract for three of the four quarters during a fiscal year. The contract will be equivalent to the standard 175-day contract. Summer quarter days would count as the equivalent of 53 days in any of the three other quarters for these contracts only.
    d. By mutual agreement between the employee and the appropriate administrator, a faculty member may be scheduled to work on days when the District is open other than those specified on his/her contract. If such days are in addition to the contracted 175 days, such days will be paid at that faculty member's daily rate (base annual salary/number of days in contract year) consistent with Section A.1 of this Article.

Section B. On-Campus Requirement

Faculty are generally required to be on campus to meet specific student needs related to programs of study, specific class assignments, normal student hours and related professional activities. When possible, student hours will be held on campus, to allow students maximum access to faculty. Both Parties recognize, however, that portions of the professional expectations of faculty allow them to be off campus.

Section C. Workload Assignment

Faculty workload assignments are to be made by the appropriate administrator. Courses should be scheduled to meet the needs of students with faculty assignments pursuant to the terms of this Agreement. Changes in initial assignments during any academic quarter shall not be made without prior discussion and agreement between the administrator and the affected faculty member. No faculty member may be involuntarily transferred between the Wenatchee campus and the Omak campus of the District (short-term instructional assignments are not transfers). Faculty on short term instructional assignment shall be reimbursed for travel expenses.

Section D. Full-Time Instructional Faculty

1. Workload standards:
    a. Contact hour equivalents: One contact hour per week shall equal one (1.0) CHE for classes where the credit hours equal the weekly contact hours. In all other instances, one contact hour per week shall equal one (1.0) CHE for any lecture component and one-half (0.50) CHE for non-lecture component. The state definitions of lecture/lab modes of instruction together with the approved guiding syllabus on file in the instruction office shall be used to determine lecture and non-lecture components.
    b. Teaching load:
        i. The normal annual full-time workload for instructional faculty will be 45 CHEs, or 54 contact hours to be averaged over a three-quarter period (typically 15 CHEs or 18 weekly contact hours per quarter).
            (1). To ensure that administration meets faculty workload obligations, an annual workload plan calculated by CHEs and contact hours for the upcoming year will be created and approved by the appropriate administrator no later than April 15.
            (2). The annual workload plan should capture all CHEs and contact hours, including those requested by the faculty beyond 45 CHEs or in-person contact hours beyond 54 to assure anticipatory staffing.
            (3). Departments and programs must decide annually if their workload is calculated by CHEs or contact hours.
        ii. Evening assignments shall be voluntary unless an evening class is required to maintain a full load.
        iii. Based on, but not limited to, individual course enrollments, considerations of student needs, facilities, budget, and state guidelines, the Vice President of Instruction, in conjunction with a faculty member, may cooperatively develop a schedule (of student load, class size, class averaging, and all other matters relevant to classroom instruction) which may differ from the normal full-time workload. The AHE President will be notified within 10 days of the development of this schedule.
        iv. Full-time faculty who accept an assignment exceeding the agreed-upon annual workload will be paid for the overload assignment. A supplemental contract will automatically be issued by the District.
        v. Any deviation from the workload defined above will be negotiated by the appropriate administrator, AHE President, and the faculty member, prior to assignment.
        vi. Any existing practices that vary from workload standards specified herein are obviated by this contract. Any variants considered subsequent to this Agreement must be reduced to writing and agreed to by the instructor and the appropriate administrator with the approval of the Vice President of Instruction. The AHE President will be notified within 10 days of the approval.

d. Additional workload conditions for probationary full-time faculty:

   i. Probationers may teach overloads by mutual agreement of the probationer and the tenure committee, in consultation with the Vice President of Instruction, AHE President, and the department chair.

   ii. Probationers will be assigned to a standing committee on a one-year rotation. Probationers may not be chairs of a standing or an ad hoc committee.

   iii. Probationers will work with their department chair and with advising trainers during their first probationary year. Probationers will begin advising their second probationary year with a reduced load of advisees. Probationers may fully engage in advising in their third year.

e. Full-time faculty will:

   i. Keep regular and accessible student hours.

   ii. Participate in advising to assist students with course scheduling toward successful educational completion and preparation for transfer or transition to work.

   iii. Work with their department chairs and/or program coordinators on department or program work.

   iv. Participate in one standing committee or ad hoc committee.

f. Full-time tenured faculty will in addition:

   i. Serve on one pre-tenure committee if assigned by AHE President.

   ii. Serve on one hiring committee if assigned by the AHE President.

   iii. Participate in additional activities (as defined in this Article) if the faculty member is a division chair, department chair, program coordinator.

2. Faculty duties – full time instructional faculty

   a. Full-time faculty at Wenatchee Valley College are professional employees whose responsibilities go beyond instruction. Full-time faculty will, in addition to their instructional duties, engage in advising, curriculum development and assessment activities. Full-time faculty are also expected to participate in the shared governance of the college which allows faculty to review current or proposed practices of the college, recommend changes or improvements, help prioritize college resources and employees, and delegate/request the college provide support for these activities. This participation is through the Instruction Council and the standing committees/ad hoc committee structure. Faculty are not expected to do administrative work.

   b. One-year appointed full-time faculty at Wenatchee Valley College will engage in instruction and have input into curriculum development in their related field.

   c. Teaching responsibilities for full-time faculty:

      i. Teach assigned courses in accordance with guiding syllabi, schedule requirements and recognized teaching methods.

      ii. Maintain records of students' achievement.

      iii. Submit required grade reports to the registrar.

      iv. Prepare and submit information about courses, such as quarterly syllabi and timely submission of quarterly textbook information, as may be requested by the appropriate administrator.

v. Faculty will submit their input to the annual schedule to their department chair or program coordinator for the upcoming academic year within timelines set by the appropriate administrator.

vi. Supervise instructional technicians, work-study students and other nonacademic employees as assigned.

vii. Keep current with changes in their teaching field (subject area), innovative teaching methodology and technology through reading and attending in-service and professional development activities.

viii. Update curriculum, including guiding syllabi, on a regular basis in accordance with catalog revisions and curriculum committee guidelines.

ix. Post and maintain five office hours per week, which shall be at hours convenient to students. Instructional faculty with at least 20 25 contact hours per week (excluding overloads) may consider their office hours as included in their contact hour load, subject to prior approval by the VPI.

d. Division, department, and program membership and responsibilities:

i. As determined by their annual teaching load, each full-time faculty member shall belong to all divisions in which they hold curricular assignments.

ii. As a member of the division, each faculty member shall be responsible for attending at least one regular division meeting of which they are a member in order to participate in shared governance including but not limited to policy changes, position requests and coordination with other curricular content areas. If a faculty member has membership in multiple divisions as per Article 5, they may choose to participate in more than one.

iii. Full-time faculty will be considered a member of any department or program if the faculty member teaches a course in that department or program.

iv. As a member of the department or program, each faculty member shall work with the department chair or program coordinator in development of the faculty member's schedule, the department/program schedule, department/program budget development and adhering to the established department/program budget.

e. Full-time faculty - additional responsibilities and duties:

i. Each faculty member shall regularly and actively participate in the ongoing assessment activities of the District.

(1). Assessment activities of the District shall not constitute faculty evaluation under Article 8 or 9, nor be placed in a faculty member's personnel file.

ii. Attend meetings as outlined in the hierarchy list in Article 5, section C, scheduled by the appropriate administrator.

iii. Participate in training according to the tiered needs hierarchy per Article 5 Section C.

f. Full-time tenured faculty - additional responsibilities and duties:

i. Advising:

(1). Assist students in planning their education. Faculty will be available on-campus on advising days to meet with students.

(2). Keep abreast of transfer requirements of the state's four-year public colleges and universities. This clause applies to those faculty members who are advising students who have indicated a desire to transfer to a four-year institution.

(3). Participate in advising, training and workshops.

ii. Tenure: In accordance with the schedule in Article 9, each full-time tenured faculty will participate in the tenure review process.

iii. Committee Work: Each full-time tenured faculty will serve on one standing committee or ad hoc committee.

iv. Hiring: When assigned, each full-time tenured faculty will participate in the hiring process of faculty members.

v. Faculty Mentor: Serve as a faculty mentor for one-year per probationer as consistent with language in Section O of this Article.

g. Probationary full-time faculty - additional responsibilities and duties:

i. Probationary full-time faculty are responsible for participating in new faculty orientation with assigned mentor, following through with items covered during the new faculty orientation, and directing questions and concerns to assigned mentor.

ii. Participate in a mentoring program. With assigned mentor:

(1). Attend various committee meetings.

(2). Observe and assist in advising consistent with other sections in this Article.

(3). Research library collections related to discipline.

(4). Become familiar with college policies and procedures, including purchasing, budgets, parking, travel, professional development, student services, etc.

iii. Serve on standing committees on a one-year rotation.

iv. Participate in advising:

(1). Observe peer faculty when advising students for the first year.

(2). Advise students beginning their second probationary year with a reduced load of advisees.

(3). Learn about the degrees, certificates and programs offered by the college.

(4). Participate in advising, training and workshops.

Section E. Full-Time Non-Instructional Faculty - Counseling

1. Workload standards

a. Non-instructional faculty are responsible for maintaining an average of 35 hours per week of professional responsibility as approved by the appropriate dean or vice president. These 35 hours shall be flexible to accommodate a variety of professional responsibilities as well as student and faculty needs.

i. All hours spent in addition to the 35 weekly hours that are not able to be flexed shall be paid at the auxiliary rate.

ii. All days worked between quarters or during a quarter not specified in the annual contract will be paid at the faculty member’s daily rate (annual pay/175 days)or at a portion thereof (their daily rate/7 hours per day).

b. Other duties in regular workload:

i. Non-instructional faculty shall work with their department chairs on curricular and assessment work.

ii. Non-instructional faculty will participate in one standing or ad hoc committee, or task force.

iii. Non-instructional faculty will serve on one pre-tenure committee if assigned by the AHE President.

iv. Non-instructional faculty will be on one hiring committee if assigned by the AHE President.

v. Non-instructional faculty shall participate in additional activities (as outlined in this Article and Article 5, Section F) if the faculty member is a division chair, department chair, program coordinator or program director.

vi. Non-instructional faculty will participate in a monthly meeting if scheduled by their dean.

2. Faculty duties – non-instructional full-time faculty - counseling

   a. Counselors are responsible to the appropriate dean or vice president and are responsible for the delivery of student counseling services including academic advising, personal counseling, career guidance, and referral to appropriate campus and community resources. Specific responsibilities:

      i. Advise and counsel students in accordance with recognized counseling practices.

      ii. Administer appropriate assessments.

      iii. When appropriate, refer students to off-campus resources.

      iv. Maintain transfer information.

      v. Consult with faculty as appropriate.

      vi. Recommend, through the division, schedules of class offerings and changes of assignment.

      vii. Keep current with changes in the counseling field through reading and attending in service and professional development activities. Each counselor shall have on file with the appropriate administrator an agreed upon professional improvement plan.

      viii. Supervise instructional technicians, work-study students, and other non-faculty as assigned.

      ix. Teach classes as assigned. If these classes are in addition to the regular workload, then the class will be considered an overload.

   b. Committee work: Each tenured counselor shall serve on one standing committee or ad hoc committee.

   c. Division, department and other activities:

      i. Each full-time counselor shall be assigned to the appropriate division.

      ii. As a member of the division, each counselor shall be responsible for attending regular division meetings in order to participate in shared governance including but not limited to policy changes, position requests and schedule coordination with other disciplines.

      iii. The counselors shall be members of the counseling department. Each counselor will participate in schedule development, budget development and adhering to the established budget.

      iv. When selected, each tenured counselor shall participate in the tenure review process.

      v. When assigned, each tenured counselor shall participate in the hiring process of faculty.

vi. Each counselor shall regularly and actively participate in the ongoing assessment activities of the District.

vii. Attend meetings scheduled by the appropriate administrator.

viii. Participate in training according to the tiered needs hierarchy per Article 5 Section C.4.

Section F. Full-Time Non-Instructional Faculty – Librarian

1. Workload standards

   a. Non-instructional faculty are responsible for developing and maintaining a schedule of an average of 35 hours per week of professional responsibility as approved by their supervisor with the concurrence of the appropriate administrator. Days worked during a quarter not specified in the annual contract will be paid at the faculty member's daily rate (annual pay/175 days).

   b. Other duties in regular workload:

      i. Non-instructional faculty shall work with their department chairs on curricular and assessment work.

      ii. Non-instructional faculty will participate in one standing or ad hoc committee, or task force.

      iii. Non-instructional faculty will serve on one pre-tenure committee if assigned by the AHE President.

      iv. Non-instructional faculty will be on one hiring committee if assigned by the AHE President.

      v. Non-instructional faculty shall participate in additional activities (as outlined in this Article and Article 5, Section F) if the faculty member is a division chair, department chair, program coordinator or program director.

      vi. Non-instructional faculty will participate in a monthly meeting if scheduled by their dean.

2. Faculty duties – non-instructional - librarian

   Librarians are responsible to the appropriate administrator and are responsible for the operation of the reference and library information services, resource sharing, circulation and collection development.

   a. Specific Responsibilities:

      i. Provide information service for faculty, staff, students and community.

      ii. Select materials of the various types necessary for the collection: books, periodicals, manuscripts, newspapers, tapes, films, maps, charts, posters, etc.

      iii. Coordinate reference service with other resource center services.

      iv. Make appropriate utilization of the resources of other libraries, either through referral or interlibrary loan.

      v. Facilitate access to materials by developing bibliographic aids designed for the needs of the patrons.

      vi. Assist the appropriate administrator in preparing the annual budget.

      vii. Provide instruction in use of the resource center and its materials and services informally on a one-to-one basis between the librarian and the patron at the time of a patron's needs; by formal instruction in the classroom at the request of a faculty

member; by formal instruction in the classroom in the library course designed to accomplish this purpose. When in this capacity, librarians shall perform the duties and responsibilities of faculty as set out in Section D, above.

viii. Tenured librarians will assist, when appropriate, in recruiting and interviewing prospective faculty.

ix. Submit requests for supplies and equipment.

x. Supervise library staff and student help assigned to reference or circulation.

xi. Coordinate access to information and materials available through regional and national databases and stay abreast of developing library and information technologies.

xii. Keep current with changes in the field, through reading and attending in-service and professional development activities. Each librarian shall have on file with the appropriate administrator an agreed upon professional improvement plan.

xiii. Teach classes as assigned. If these classes are in addition to regular workload, the class will be paid as an overload.

b. Committee work: Each tenured librarian shall serve on one standing committee or ad hoc committee.

c. Division, department, and other activities:

i. Each full-time librarian shall be assigned to a division.

ii. As a member of the division, each librarian shall be responsible for attending regular division meetings, in order to participate in shared governance including but not limited to policy changes, position requests and coordination with other disciplines.

iii. Each librarian will participate in schedule development, budget development and adhering to the established budget.

iv. When selected, each tenured librarian shall participate in the tenure review process.

v. When assigned, each tenured librarian shall participate in the hiring process.

vi. Each faculty member shall regularly and actively participate in the ongoing assessment activities of the District.

vii. Attend meetings scheduled by the appropriate administrator.

viii. Participate in training according to the tiered needs hierarchy per Article 5 Section C.4.

Section G Part-Time Faculty

1. Workload standards

a. Part-time faculty shall be limited to no more than 10 CHE’s or 14 contact hours per week, whichever occurs first, in any single quarter.

b. Maximum weekly contact hours may be averaged not to exceed 13 CHE’s per week in any one quarter, and 31 CHE’s for three consecutive quarters.

c. A part-time faculty member may be bumped from an assignment if it is needed to complete a full-time faculty load.

d. Part-time faculty will not be required to participate in student advising, college committees, departmental meetings or divisional meetings. Part-time faculty are encouraged to attend all such meetings. Participation is typically voluntary but if an

appropriate administrator offers compensation for attendance the part-time faculty will be compensated for their time.

e. Part-time faculty who are the sole faculty member in the department will be compensated for curriculum creation/revision and for assessment work for the department (see department chair workload), subject to the approval of the appropriate dean.

f. Part-time faculty called in a mid-quarter emergency to cover another faculty member's course for five or more days shall be paid a pro-rated rate based on the part-time teaching rate listed in Appendix A.

2. Part-time faculty duties

Each part-time faculty member reports to and is evaluated by their/a full-time faculty department chair or program coordinator by default. The appointment is only for the time period and assignment stated in each part-time faculty member's individual contract.

Part-time program coordinators report to and are evaluated by their Dean/Director.

Department chairs or program coordinators directors in the division where part-time faculty members are employed will review the qualifications and credentials of part-time faculty in order to ensure that the quality standards of the programs and college are maintained. Division chairs, department chairs and program coordinators do not supervise full-time faculty.

a. Part-time faculty at Wenatchee Valley College will engage in instruction and have input into curriculum development in their related field. Part-time faculty will only be responsible for assessment regarding the outcomes of the classes they are currently teaching.

b. Part-time instructors are responsible to:

i. Teach assigned courses in accordance with District-approved guiding syllabi.

ii. Meet the class schedule as assigned.

iii. Maintain accurate records of student achievement.

iv. Submit grade records to the registrar.

v. Participate in orientation activities that relate to the teaching assignment.

vi. Assist with the selection and/or recommendation of textbooks.

vii. Participate in mandated training (e.g., FERPA, ethics, harassment etc.).

viii. Notify the instruction office in the event of illness or inability to meet scheduled class as early as possible.

ix. Assist students with questions related to course materials. Special student needs should be referred to the department chair or program coordinator. Special student problems should be referred to student services.

x. Post and hold office hours, which shall be at hours convenient to students. A minimum of one hour per week per five credit teaching assignment will be scheduled.

c. Other Faculty: Non-teaching part-time faculty report to the appropriate administrator for training, mentoring and evaluation as outlined in the job description.

d. Part-time faculty class appointments are based on appropriate qualifications and credentials, as well as teaching experience, evaluations by the appropriate administrator, student evaluations and the fulfillment of the duties listed above.

i. Failure to meet the duties listed above may result in a change and/or loss of appointment. Exceptions can be made by mutual agreement of AHE President, dean, and Vice President of Instruction on an emergency basis.

ii. Part-time faculty who successfully meet the above criteria will be given priority consideration for class assignments.

e. Part-time faculty members will work with the department chair or program coordinator for orientation to the department or program and for course assignments.

Section H. Overload, Extra Professional Duties, and Summer Assignments

1. Instructors will be paid the auxiliary rate for additions to the minimum duties described in Sections D, E, and F. Additions to the minimum duties would be by mutual agreement by the Vice President of Instruction and the AHE President.
2. Overload courses:
   a. Overload assignments shall be voluntary. Full-time faculty have priority over part-time faculty for overload and summer assignments.
   b. Overload Limits: Full-time faculty may teach an overload assignment on an extra contractual basis, normally not to exceed five CHEs per quarter except as approved by the Vice President of Instruction. For any overload over 5 CHE, the Vice President of Instruction must inform the AHE President.
   c. Each quarter, a 5 CHE overload contract shall be issued to one or more counseling faculty members to serve as the on-call counselor(s) for the quarter. Designation of one or more on-call counselors shall be determined by the counseling department in coordination with the dean or vice president prior to the start of each quarter.
3. Summer assignments shall be voluntary, except for those technical programs established by SBCTC approval as four-quarter programs. Such required assignments shall not exceed the teaching load as defined in Article 6, Section D.
4. Compensation: Compensation shall be at the appropriate rate. During the contract year, compensation shall be based on assignment above and beyond the full 45 CHE/54 contact hour assigned annual workload. Overload class designation shall be made in such a way as to give maximum benefit to the faculty member.

Section I. Other Workload Standards Provisions

All other workload provisions will be approved by the Vice President of Instruction in consultation with the appropriate administrator. The instruction office will provide a composite list of such provisions quarterly to the AHE President, the District President, and the human resources office.

1. Workload exclusions: directed studies, private music instruction, and independent projects shall not be included in workload computations. Exceptions shall be made only by the Vice President of Instruction. The AHE President will be notified within 10 days of the exception being made.
2. Team teaching, linked courses and other collaborative efforts: Teaching definitions, salary arrangements, proration of students, load considerations, etc. shall be determined jointly by the faculty members involved and the appropriate administrator and approved by the Vice President of Instruction.
3. Distance learning: The administration agrees that it is not the intent of the District to replace full-time positions by subcontracting credit courses with outside contractors. Full-time faculty may teach distance learning courses within their normal full-time load or as an overload. Such assignments shall be mutually agreed on by the faculty member and the appropriate administrator.
4. Professional load reductions (also known as “course release time”): Professional load reductions may be granted in special circumstances (such as specialized accreditation active

site visit, etc.) where the faculty member's expertise is needed in other areas or if the work will enhance the college.

a. The specific calculation and arrangements for professional load reduction shall be determined jointly by the faculty member, the appropriate administrator, and the AHE President.

b. Professional load reduction calculation: One credit of workload shall represent approximately 30 hours of activity per quarter.

c. Professional load reductions will not exceed one year in duration or 1/3 teaching load, normally not to exceed 1/3 per quarter. The AHE President and appropriate administrator will review all professional load reductions after the first year. There will be an option to continue a professional load reduction annually if mutually agreed upon by the District and the AHE Executive Board.

d. Exceptions to the professional load reduction will be by mutual agreement of the administrator and the appropriate faculty member. The AHE President will be notified within 10 days of the agreement.

e. Other program activities not directly related to instruction but critical to program operations shall be compensated term-by-term at the professional auxiliary rate. A special assignment with accompanying workload shall be completed by mutual agreement of the appropriate administrator and faculty member in advance of the term in which the work is to be conducted.

5. Concurrent classes: Schedules may be proposed to the appropriate administrator for classes that are not taught primarily in the lecture mode. If lecture mode classes are proposed to be taught concurrently, faculty must obtain approval by the appropriate administrator, the curriculum committee, and the Vice President of Instruction. The AHE President will be notified within 10 days of the approval.

Section J. Continuing Education

1. When a bargaining unit member teaches non-credit continuing education or credit contracted assignments, such assignments will not calculate into faculty load. Faculty load is based on CHEs (credit hour equivalents).
2. The following points apply to bargaining unit members, as defined above, who are employed as trainers in contracted programs:

   a. Continuing education assignments in excess of part-time instructor limits do not create eligibility for the full-time salary schedule.

   b. Continuing education assignments for both full-time and part-time faculty members are paid from a market-driven scale. Continuing education assignments and continuing education compensation for bargaining unit members will be reviewed with the AHE quarterly.

   c. When full-time faculty members undertake continuing education assignments in addition to their normal full-time load, the continuing education assignment will have no impact on load calculations for overload CHE assignments.

3. Full-time faculty members will never be required to teach contracted instruction. Full-time faculty members may perform continuing education assignments within their normal full- time load under the provisions and limitations of the professional load reduction section of Article 6, Section H.4.
4. Contracted credit classes will not be scheduled without consultation with the appropriate administrator and department chair and/or program coordinator.

Section K. Faculty Mentor

The purpose of a mentor is to provide support to a probationer so they will better understand and navigate the inner workings of the college, division, and department.

Full-Time Tenured faculty are eligible to serve as a faculty mentor as long as they are not on their pre-tenure committee. Mentors are not eligible to serve on the pre-tenure committee at any time, except by mutual agreement of the Vice President of Instruction and the AHE President.

1. Assignment: The division chair is responsible for finding a mentor for probationary faculty within the division. Assignments will be agreed on by the appropriate administrator. Probationers are assigned to mentors for a one-year period. Such mentorship assignments are voluntary.
2. Each faculty mentor will be assigned one probationer.
3. Specific responsibilities:
    a. Attend new faculty orientation with assigned probationer.
    b. Follow through with items covered during the new faculty orientation.
    c. Serve as a general resource for the probationer by addressing questions and concerns as needed.

Section L Duties for Department Chairs and Program Coordinators

Each distinct program or academic discipline (or groups of related disciplines or programs if there are few course offerings) shall form a department/program for purposes including curriculum development and program planning, certification and accreditation functions, and representation to the community. An academic employee may be a member of more than one department or program if their work assignment is in more than one department.

1. The department chair/program coordinator is a tenured faculty member, who has the majority of their load in the department/program which they chair or coordinate. If no tenured faculty member is available, the department chair/program coordinator may be a full-time non tenured track faculty member. In addition to their regular workload, they are responsible for the administrative duties of the department and represent the department as a whole.
    a. Elections will occur in May, and department chairs/program coordinators will be elected for a two-year period commencing July 1. Department chairs/program coordinators will be elected by the full-time faculty in the department/program. If the department/program has only one part-time faculty member, that faculty member will be the department chair/program coordinator and shall receive one additional stipend unit.
    b. The department chair or program coordinator will be responsible for the development of the schedule, budget, and adherence to the budget of their department/program, and coordinating all other duties listed in below. Department chairs and program coordinator will work with all the faculty in their departments/programs as schedules and budgets are developed.
2. Department chairs and program coordinators are elected by full-time faculty members within the department/program if there is more than one eligible faculty member. Exceptions to these standards must be resolved through consultation between the appropriate administrator and the AHE President. The department chair/program coordinator is responsible for assisting the appropriate administrator with matters which affect the department/program. The department chair/program coordinator will also communicate with the division chair(s). The stipend recognizes the administrative duties and responsibilities which are beyond the normal workload assignment. The stipend covers three quarters unless the program is a four-quarter program.

a. Specific responsibilities of department chair or program coordinator include the following:
    i. Work with the AHE President and division chair to ensure the department/program is represented on all full-time faculty hiring committees within their department/program.
    ii. Assist administration with department/program assessment and planning and recommend needed changes.
    iii. Assist in the interpretation and use of student data related to the department/program.
    iv. Non-instructional department chairs will work with faculty in their departments to create a schedule to meet the college's needs in keeping with workload standards.
    v. Instructional department chairs/program coordinators will assist in the development of annual and quarterly class schedules.
    vi. Assist in coordinating the acquisition, maintenance, and inventory of department/program equipment.
    vii. Participate in the selection, orientation, and scheduling of new part-time instructors.
    viii. Serve as a primary liaison with faculty and throughout the District.
    ix. Respond to inquiries about the department/program.
    x. Evaluate transcripts on behalf of the District when requested.
    xi. Coordinate with division chair(s).
    xii. Assist in coordinating department/program-specific accreditation activities, if relevant.
    xiii. Attend meetings scheduled by the appropriate administrator.
    xiv. Work with college to ensure proper advising of students related to their department/program.
    xv. Assist in the preparation of the annual budget request for the department/program and account for expenditures.
    xvi. Evaluate part-time faculty in their department or program consistent with Article 8.
        (1). In no case shall department chairs and program coordinators be required to evaluate part-time faculty without training and support from the appropriate administrator.
        (2). Department chairs and program coordinators may defer evaluation of a part-time faculty to their Dean/Director.
        (3). A part-time faculty member may request in writing that their evaluation be conducted by the appropriate Dean/Director instead; such request shall be granted without requiring a stated reason. The Dean/Director may assign to another Department Chair/Program Coordinator.
b. In addition to the duties listed above, program coordinator responsibilities will include:
    i. Assist administration with program assessment and planning and recommend needed changes.
    ii. Assist in coordinating program advisory committee meetings and work with the committee.
    iii. Assist in the collection, interpretation, and use of graduate follow-up data, and data for annual program evaluation and reporting requirements.
    iv. Work with students on student leadership activities.

v. Assist with the development and implementation of grants.

vi. Assist in the recruitment and retention of students.

vii. Assist in coordinating off-campus sites if applicable.

a. The department chair/ program coordinator is not responsible for the supervision of other faculty.

b. Faculty in a department/program or administration may request a new election if a department chair/program coordinator has demonstrated continued unsatisfactory performance to fulfill their duties.

Refer to Appendix A for a list of department chairs and program coordinators. This list is subject to change as the District changes program offerings.

Section M: Omak faculty Coordinator

The Omak faculty coordinator will work with Omak faculty and the appropriate dean to assist with faculty issues and questions specific to working on the Omak campus or Okanogan County. The Omak faculty coordinator will also serve as the Omak division chair.

ARTICLE 7. LEAVES

Section A. Sick/Injury, Bereavement/Emergency Leave

1. Accumulation: Each full-time faculty member will accrue seven hours of sick/injury/bereavement/emergency leave (hereafter referred to as “sick leave”) per calendar month in which a faculty member works full time. Each full-time faculty member will also accrue 14 hours of non-compensable sick leave each September. Non-compensable sick leave accrual is for the other two months that a regular academic year does not include, regardless of whether or not the faculty member works.
    a. In the event a full-time faculty member has a need for sick leave beyond what they have accrued, they should contact their immediate supervisor.
    b. Academic employees on unpaid or sabbatical leave shall not accrue the leave provided in this section during the month(s) they are on unpaid or sabbatical leave.
    c. Accumulated leave for illness, injury, bereavement, and emergencies shall be transferred between the District and any Washington state agency, educational service district, public school district or other state institution of higher education as defined in RCW 28B.10.016.
    d. Compensable sick leave accumulated at any community district within the state of Washington shall be transferred to the District upon full-time employment at the District if employment at the District occurs within five years of termination at the previous district.
    e. Sick leave accumulated at the District prior to leaving the employment of the District shall be re-granted to a faculty member if the faculty member is reemployed by the District within a five-year period.
    f. Temporary faculty contracted for one or more quarters and paid off the full-time faculty salary schedule and part time faculty will accumulate leave with full compensation for illness, injury, bereavement, and emergencies on the basis of seven hours per month prorated to reflect the percentage of load.
2. Use: For the purposes of this Article only, seven hours of sick leave shall be deducted for a full day of sick leave. All leave needs to be documented in hours, not days. Human Resources will be available to assist faculty when requesting leave, however, faculty are ultimately responsible for requesting the appropriate kind of leave.
    a. For emergency leave, bereavement leave, and the first five days of illness or injury in any calendar year, deductions from accrued sick leave shall be charged to any available non-compensable hours. Thereafter, charges shall be to compensable hours if available. For all other sick leave, deductions from accrued leave shall be charged against compensable hours until such account is exhausted. Thereafter, charges shall be to non-compensable hours until such account is exhausted. Faculty members absent beyond the total number of hours of accrued leave usable for these purposes shall have their pay deducted at the per diem rate of their annual contract for each day of absence.
    b. Accrued sick leave may be used for:
        i. A personal illness, injury or disability that prevents the employee from performing his or her job, or personal medical or dental appointments.
        ii. Care of family members as required by the Washington State Family Care Act, RCW 49.12 and Family Care Rules WAC 296.130 and family members as defined by RCW 49.46, the Minimum Wage Requirements and Labor Standards, 49.46-210.
        iii. Emergencies caused by serious illness or death of any relative that requires the employee’s absence from work. Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law,

grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse or significant other. Such leave shall not exceed 35 hours per instance. Any exceptions shall be handled by the appropriate administrator.

iv. To care for a child under the age of 18 with a health condition that requires treatment or supervision, or to make arrangements for extended care.

v. A disabled spouse or child requires assistance for a short term, up to 35 hours per instance.

vi. Parental Leave (see Section E below).

3. Leave Exhaustion: When a full-time faculty member has exhausted his/her leave account, leave without pay may be granted up to 175 days. Whenever possible, a faculty member shall attempt to return at the beginning of a quarter. A full-time faculty member shall receive full pay and benefits for each contracted day of sick leave up to his/her accrued number of leave hours. Leave hours taken beyond the accrued number shall be without pay. Leave without pay shall be deducted from the annual salary at daily rate times the number of days without pay. The daily rate is the annual contract amount divided by the annual contract days.

4. Reporting Absences: All leave shall be reported to the appropriate administrator at the beginning of any sick leave and daily thereafter unless pre-arranged. A written medical opinion may be required in cases of frequent absences (more than three days (21 hours) in a quarter). The District may request a second opinion at the District's expense.

5. At the option of the District, a medical opinion may be necessary to authorize a return to work. The District may request a second opinion by a professional of the District's choice at the District's expense.

6. Cash-Out: As provided in RCW 41.04.340, faculty may receive remuneration for unused sick hours above an accumulation of 420 compensable hours at a ratio of one full day's pay for each 28 full accumulated compensable sick leave hours consistent with the following rules:

   a. Hours cashed in on January 1 of each year shall be limited to any compensable hours earned the previous calendar year less sick leave hours actually utilized during such period.

   b. Hours cashed in upon death or retirement shall include all compensable hours as herein defined which have not previously been cashed in.

   c. In lieu of receiving cash, the District may provide to eligible employees a medical expense plan that provides for reimbursement of medical expenses. Instead of cash out of sick leave at retirement as provided in RCW 41.04.340, the District President or designee may deposit equivalent funds in a medical expense plan for eligible employees. The medical expense plan must meet the requirements of the Internal Revenue Code. Medical expense plans for eligible employees covered by this agreement shall be implemented only by written agreement with the Association. The procedures for implementing the plan for all eligible faculty will be developed with input from the Association.

7. Shared Leave: Eligible employees will participate in the state shared leave program using compensable sick hours or personal days, to the full extent allowed by statute RCW 41.04.650. For parental leave or pregnancy related leave, the employee may retain a balance of up to 40 hours of sick leave. Refer to WVC Policy and Procedure 500.375 and 1500.375.

8. Substitute Employee: If a substitute is required for a faculty member, arrangements shall be made by the appropriate administrator. The substitute shall be given a contract. (It may be a

temporary contract or a part-time hourly contract, depending upon the circumstances). Nothing herein shall be construed to require the District to provide substitutes or to compensate faculty for replacing one another except in unusual circumstances approved by the appropriate administrator.

Section B. Part-time Faculty Sick/Injury, Bereavement/Emergency Leave

1. Part-time faculty employed by the District shall accrue leave for illness, injury, bereavement and emergencies (hereinafter called "sick leave"). The rate of accrual is the same as full-time faculty (seven hours per month) prorated depending upon the percentage of full-time. Sick leave taken will be based on the percent of full-time. For purposes of this section, seven hours constitutes one day.
    a. Part-time faculty whose pattern of absence due to illness or disability affects the delivery of educational services to students will be required to submit a health care provider statement confirming the medical necessity for absence from the job and prognosis for return to normal duties.
    b. Sick leave balances will be carried forward each quarter until there is a break in service for more than two consecutive quarters, which will result in the loss of all accumulated sick leave. Summer quarter is not considered a break in service.
    c. Transferability: Accumulated leave for illness, injury, bereavement, and emergencies shall be transferred between the District and any Washington state agency, educational service district, public school district or other state institution of higher education as defined in RCW 28B.10.016.
        i. Part-time faculty may transfer accrued leave to any state agency, any educational service district, any school district or any other institution of higher education as allowed in accordance with RCW 28B.50.551 in a manner that is consistent with the procedure for transfer agreed among the community and technical colleges in Washington state. Part-time faculty may transfer sick leave from the District to one of the agencies designated above only during the two quarters (terms) immediately subsequent to employment at the District.
        ii. Part-time faculty teaching at the District may transfer sick leave accumulations consistent with Section B.1 above from the designated Washington agencies during the first two quarters (terms) of part-time faculty employment at the District.
    iii. While employed in the District, part-time faculty may not transfer leave from the District to another state agency (as described above) where the faculty is concurrently employed.
2. Use of Sick Leave: Sick leave may be used during scheduled workdays in the quarter (term) for which the part-time faculty holds an appointment notice.
3. Part-time faculty who accrue sick leave and are otherwise eligible may participate in the shared leave program, sick leave buyback and family medical leave as administered by the District.

Section C. Family Medical Leave Act of 1993 (FMLA)

The District will provide eligible employees with family medical leave consistent with current federal and state requirements.

Section D. Washington State Paid Family and Medical Leave

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act provisions per RCW 50A.04. To be eligible for this leave, employees must have worked a minimum of 820 hours within the qualifying time period. Premium contributions by Employer and employee are set

forth in the law. Paid family and medical leave is administered by the employment security department in accordance with state law.

Section E. Parental Leave

The District will provide eligible employees with parental leave consistent with current federal and state requirements.

Section F. Personal Leave

The District shall grant full-time faculty 21 hours of non-accumulative personal leave with pay each year. Notice of intent to use such leave shall be given by faculty members in advance of the leave as much as is reasonably possible. Personal leave may be used to extend a holiday or vacation with the approval of the appropriate administrator. Such leave is not to be deducted from leave earned pursuant to Article 7, Section A, above.

Section G. Civil Duty Leave

Faculty members shall be granted leave consistent with applicable state statutes for jury duty, to serve as a trial witness in litigation in which they are directly or indirectly not participants or to exercise civil duties under subpoena.

Section H. Military Leave

Military leave shall be granted consistent with the applicable federal statutes.

Section I. Leave Without Pay

1. Long Term: The Board may grant a faculty member one, two or three quarters' leave for such purposes as:
    a. Study or retraining, provided a qualified replacement is available for the time period to be covered and the request for leave is submitted 90 days in advance.
    b. Physical or mental health purposes.
2. Short Term: Leave for a portion of a quarter may be approved by the appropriate administrator in exceptional circumstances. Such leave is not intended for recreational purposes.
3. Unpaid: Salary shall not be paid to the faculty member while such faculty member is on leave without pay, and failure to return within the time limits of an unpaid leave shall relieve the District of its obligations to the faculty member.
4. Renewal: Upon request by the faculty member, up to three quarters of leave without pay may be renewed subject to the approval of the Board.

Section J. Professional Leave

1. Short term:
    a. Professional Organization Meetings: Faculty members may be granted short-term leave with pay by their appropriate administrator to attend state and national meetings of their professional organizations, if they serve as officers, members of committees, or if they are representatives of their local professional unit affiliated with such state or national organizations at such meetings.
    b. Conferences/Seminars/Meetings: Faculty members are encouraged to attend state and national meetings or conferences of their academic disciplines or occupational specialties.
    c. Requests for approval of short-term professional leave with pay must be submitted to the appropriate administrator.

d. The District may pay expenses for such meetings or conferences to the extent authorized by law and/or state regulations and within budget limitations. Approval for such funding follows guidelines established by the District professional development committee (PDC).

Section K. Sabbatical Leave

1. Purpose: Sabbatical leave is an investment by the faculty and the District in its programs and teaching efficiency. Criteria for the approval shall be for:
    a. Enhancing the quality of the program of the District while working with the appropriate dean to minimize the impact to the college.
    b. Making possible reassignment in the event of a program change.
    c. Improving the faculty member's professional abilities in his/her assignment.
    d. Sabbatical leave is granted for professional development purposes of the faculty member; therefore, the faculty member's primary focus should be on the approved sabbatical project. In some instances, a faculty member may be assigned an overload/part-time assignment during the term of the sabbatical by mutual agreement of the faculty member and the appropriate administrator.
2. Eligibility:
    a. Initial Eligibility: When an academic employee meets the requirement below, he/she shall be eligible for sabbatical leave:
        i. The academic employee has been granted tenure, has completed at least one post-tenure review and is current on the post-tenure review process.
    b. Subsequent Eligibility: Faculty members awarded three quarters of sabbatical leave shall be eligible for an additional award after a second five-year period of full-time District employment if they are current on the post-tenure review process. Faculty members who are awarded leaves of less than three quarters duration may request the unused portion of a three-quarter sabbatical after completion of another two years of full-time District employment. Such award shall not exceed three quarters of sabbatical leave during any five-year period.
        i. Relevance: In the actual selection of faculty members for sabbatical leave, primary consideration shall be given to the relevance of the proposal to the purpose stated above. Leaves may be taken for study, travel for professional development, research or any other activity designed to improve a faculty member's professional effectiveness.
        ii. Subject to consideration of past sabbaticals taken.
3. Approval: Sabbatical leaves require the approval of the Board.
4. Number: The equivalent of three yearly (175 day) sabbatical leaves (nine quarters) shall be available for each biennium (July 1 of odd numbered years through June 30 of the next odd numbered year). Such leaves may be granted for any number of academic quarters up to one full academic year (FWS quarters) provided that not more than six quarters of such leave may be granted in any one year. No more than two sabbaticals can be granted for future biennium.
5. Compensation:
    a. Computation of Compensation: Compensation from the District during the sabbatical shall be at a rate of 90 percent of the employee's annual salary rate divided by 175 multiplied by the number of days requested and approved. The number of days shall be as specified on the academic year calendar for the quarter(s) requested. During the term

of the leave, faculty members shall receive salary increases they would have received if they were not on sabbatical.

b. Upon approval of such leaves contractual agreements will be executed between the District and the faculty member specifying the length and all conditions of the leave. Failure to meet conditions, so specified shall constitute an obligation of the faculty member to repay all or part of the leave remuneration received from the District during leave.

c. Conditions Requiring Repayment: Upon return from sabbatical leave, the faculty member must remain employed with the District for three times the length of the sabbatical leave or reimburse the District as follows:

   i. Service that is three times the length of the sabbatical – zero percent payback.

   ii. Service that is two times the length of the sabbatical – 15 percent payback.

   iii. Service that is the same as the length of the sabbatical – 30 percent payback.

   iv. No return to service – 100 percent payback.

6. Procedure:

   a. Application Requirements: A written application for sabbatical for a subsequent academic year, which includes the reasons for requesting the leave and a detailed description of how the proposed sabbatical plan meets the criteria herein, shall be submitted to the professional development committee (PDC) by November 1. The appropriate administrator and Vice President of Instruction will also be included upon initial review of the application and will provide written recommendation to the District President.

   b. Review and Recommendations: the PDC shall review all applications and submit its recommendations to the District President no later than the last day of regular classes in fall quarter. The District President shall submit his/her recommendations at the Board's January meeting.

   c. Notification of Board Decision: The District President shall notify the applicants in writing of the Board decision to grant or deny sabbatical leaves by January 30.

   d. Alternates: The Board shall consider alternative recipients should the recommended sabbatical not be granted, or should the approved recipients not accept a sabbatical.

7. Sabbatical Contract: Upon approval of the sabbatical leave request, a successful applicant shall sign a contract with the District specifying but not limited to the following:

   a. The length of the leave.

   b. The amount of compensation.

   c. The obligation for future service to the District.

   d. The continuation of tenure rights.

   e. The obligation, upon completion, to report on the activities.

      i. Upon return, the grantee shall submit a written report to the District President summarizing the work completed, and the outcomes accomplished during the leave and how the new knowledge will be utilized in his/her teaching or service assignments. A copy of this report shall be placed in the library.

      ii. Within the first quarter back, the grantee shall make a presentation to the Board. The faculty member will also present to the faculty.

8. Sabbatical Funding:

a. The District shall budget an amount equal to 100 percent of step 7 of the full-time faculty salary schedule each academic year for the purpose of funding Board-approved sabbaticals (inclusive of stipends and benefits and exclusive of replacement costs). In the event the costs of approved sabbaticals exceed such amount, the budgeted amount shall be adjusted upward accordingly.

b. In the event the cost of approved sabbaticals is less than such amount, seventy percent of the difference shall be earmarked for professional projects. The faculty professional development committee will develop procedures for the award of these professional projects.

9. Conditions for Voiding Sabbatical and Professional Projects Rights: This (sabbatical leave) provision shall not be applicable in years in which the Board and the AHE agree that budgetary/financial constraints are such that granting sabbatical leaves would be detrimental to the overall program of the District. This provision shall be construed strictly. It is not intended to be used to prevent sabbatical leaves generally, or as a means to provide a source of funding to other competing programs.

ARTICLE 8. EVALUATION AND REVIEW

Preamble: This article outlines the evaluation process for part-time faculty and full-time non-tenure track faculty. This article also outlines the post-tenure review process for tenured faculty. The evaluation of full-time tenure-track faculty is outlined in Article 9.

Section A. Evaluation of Part-Time Faculty

Part-time faculty are hired by the appropriate administrator for one quarter. Part-time faculty are hired on a quarter-to-quarter basis.

1. New part-time faculty will be evaluated by the fifth week of the first quarter, including at least one classroom observation and evaluation by the appropriate administrator. Written student evaluations will be administered for each class during the first three quarters of employment.
2. Each part-time faculty member will meet and confer with the appropriate administrator on the results of their evaluations. A written evaluation will be shared with the faculty member and signed by both Parties. The evaluation and any written rebuttal, should the faculty member choose to write one, will be placed in the faculty member's personnel file.
3. Part-time faculty will be evaluated annually for the first three years. After three years, faculty will be placed on a two-year evaluation cycle including one quarter of student evaluations and at least one classroom observation or evaluation by their supervisor or designee.
4. If an issue arises regarding the part-time faculty member which could affect future employment at the college, the appropriate administrator may inform the part-time faculty member and their department chair about the issue in a formal meeting.
5. Special appointments will be evaluated annually by the appropriate administrator.

Section B. Evaluation of One-Year Appointed Faculty

One-year temporary faculty are appointed by an administrator without a hiring committee. One-year appointed faculty in these positions cannot be continued in this position beyond one year, and they cannot be appointed into any full-time faculty position.

1. One-year appointed faculty are appointed by an administrator without a hiring committee. One-year appointed faculty in these positions cannot be continued in this position beyond one year, and they cannot be appointed into any full-time faculty position. One-year appointed faculty may apply for any relevant tenure-track or non-tenure position when such a position is posted internally.
2. Each one-year appointed faculty member will meet and confer with the appropriate administrator on the results of their evaluations. A written evaluation will be shared with the faculty member and signed by both Parties. The evaluation and any written rebuttal, should the faculty member choose to write one, will be placed in the faculty member's personnel file.

Section C. Evaluation of Full-Time Non-Tenure Track Faculty

Full-time non-tenure track faculty are hired in accordance with Appendix C of this Agreement. Full-time non-tenure track faculty positions can exist for one year or for multiple years. During the first three years, each full-time non-tenure track faculty will be evaluated annually by a review committee consisting of the appropriate administrator and two full-time faculty members. When possible, the two full-time faculty members will be from the full-time non-tenure track faculty member's division. Each full-time non-tenure track faculty will complete a post-evaluation review three years after their last annual evaluation and every five years after that should the position continue. The post-evaluation process is equivalent to the post-tenure process outlined in this Article.

1. All evaluation information shall be considered confidential, subject to the Public Records Act.
2. These positions are not eligible for tenure.

3. At the end of each evaluation cycle, the review committee will recommend renewal or non-renewal of the appointment, granted the position is expected to continue.
4. The two faculty members of the review committee will consider the following four standards while evaluating the effectiveness of each full-time non-tenure track faculty.
    a. The full-time non-tenure track faculty's instructional skills.
    b. The full-time non-tenure track faculty's knowledge of subject matter.
    c. The full-time non-tenure track faculty's relationship with students.
    d. The full-time non-tenure track faculty's relationship with peer faculty.
5. The appropriate administrator member of the review committee will consider the following four standards while evaluating the effectiveness of each full-time non-tenure track faculty.
    a. The full-time non-tenure track faculty's instructional skills.
    b. The full-time non-tenure track faculty's knowledge of subject matter.
    c. The full-time non-tenure track faculty's relationship with students.
    d. The full-time non-tenure track faculty's relationship with administration/other staff.
6. Each review committee shall use a four-part evaluation process which includes student evaluations administered for every class taught, a self-evaluation, peer evaluations, and an administrative evaluation. Said evaluations shall be in writing and must be reviewed by the committee prior to its rendering a recommendation.
7. During each year of a full-time non-tenure track faculty's first three annual appointments:
    a. Each member of the review committee will conduct at least one classroom observation.
    b. Student evaluations will be administered by the instructional office for every class taught by the eighth week of each quarter and delivered to the review committee by the instructional office no later than the tenth week of each quarter, but not to the full-time non-tenure track faculty before grades are submitted.
    c.. The full-time non-tenure track faculty will complete a self-evaluation and submit it to the review committee no later than the deadline set by the review committee.
    d. The review committee will prepare the necessary documents, including their recommendation of renewal or nonrenewal, present them to the full-time non-tenure track faculty, allow time for rebuttal, and submit them to the Vice President of Instruction by April 15th.

Section D. Post-Tenure Review Process

The post-tenure review process is faculty-driven, wholly formative, and in no way summative. It provides faculty members an opportunity to reflect on their work, and to closely examine some aspect of their work at the college. These post-tenure reviews can take a variety of shapes and forms depending on the faculty member's program or department, as well as their teaching strengths. Faculty members may present their work to the Board of Trustees and the campus community at large.

1. The first post-tenure review will take place in the third year after the granting of tenure, and every fifth year after the first post-tenure review. Adjustments to this schedule may be arranged by mutual agreement between the faculty member and the appropriate dean/director. Example timeline: tenured status starts in the fall of the 2023/2024 academic year; the first post tenure review starts in the fall of the 2026/2027 academic year; five-year review begins in the fall of the 2031/2032 academic year.

2. The faculty member will form a committee during the first 30 days of the review year. This committee will consist of at least three members, including the appropriate dean or designee and at least one tenured faculty member within the division. The third member can be an additional faculty member, a staff member who works closely with the faculty member, a tenured faculty member outside the district with a similar disciplinary focus or a professional working in a related field. The committee will convene for at least one quarter of the review year.
3. The faculty member will develop a post-tenure review plan for the proposed review within 30 days of the start of the review year and share the plan with the committee. This plan will include a variety of means of assessment including a concise narrative on the following:
    a. The faculty member's impact on student learning and success.
    b. The faculty member's contribution to their discipline.
    c. The District's mission, goals and strategic plans.
    d. The faculty member will also solicit input from students. The nature of this input shall be determined by the faculty member.
4. The committee will review the plan to ensure that it complies with the above parameters. The committee will make recommendations for improvement to the faculty member if necessary.
5. The faculty member will complete their plan for post-tenure review and submit their results or findings to their committee.
6. The committee will review the results and will make suggestions and offer feedback to the faculty member to ensure that the review has met the above parameters. The faculty member may make additional changes subject to committee approval. The committee will sign a cover sheet indicating that they have reviewed the faculty member's post-tenure review.
7. The faculty member will submit the review results along with the committee's signed cover sheet to the Vice President of Instruction no later than one year from the start of the review process. To be guaranteed the promotional salary step is reflected in the faculty member's upcoming annual contract, the due date for review results is April 15th of the review year (academic year). The faculty member will be given a written or emailed confirmation upon receipt of this document.
8. The District President will notify the Board of Trustees of the completion of the review at a regularly scheduled Board meeting not more than two months after the review has been completed.
9. The District President will notify the faculty member in writing at the completion of the post-tenure process.

ARTICLE 9. TENURE

Preamble: A system of tenure shall be maintained in accordance with all applicable statutory requirements. The administration has the authority to identify which academic positions shall be tenure track or non-tenure track following RCW 28B.50.851 and WAC 131-16-400. Pursuant to law, the following rules shall govern probationary faculty appointments, renewal or non-renewal of probationary appointments, and the consideration to grant or deny tenure.

Section A. Eligibility for Tenure

Tenure shall be granted only to full-time probationary faculty appointments. The Board may award faculty tenure following a probationary faculty appointment, provided that tenure may be awarded at any time as may be determined by the Board after it has given reasonable consideration to the recommendations of the tenure review committee.

Section B. Timeline

1. Tenure review timeline sequences:
    a. Standard Sequence Hires: For faculty hired to begin at the start of fall quarter, probationary quarters are numbered consecutively as follows:
        i. Quarters 1, 4, and 7: fall quarter of years one, two, and three respectively.
        ii. Quarters 2, 5, and 8: winter quarter of years one, two, and three respectively.
        iii. Quarters 3, 6, and 9: spring quarter of years one, two, and three respectively.
    b. Out-of-Sequence Hires: Tenure-track Faculty hired to begin winter, spring, or summer quarters will begin their official nine-quarter probationary period the following Fall quarter, at which point the standard sequence begins. Out-of-sequence hires will be evaluated in accordance with Article 8 Section B until the standard sequence begins.
2. Tasks to be completed in probationer's **first** academic quarter only:
    a. Prior to the start of the probationer's **first** academic quarter:
        i. Tenure Review Committee established by AHE President (per Article 5.B.3).
    b. First week of the probationer's **first** academic quarter:
        i. Tenure Review Committee convened by dean.
        ii. Vice President of Instruction (VPI) leads tenure training of tenure review committee.
2. Tasks to be completed in probationer's **first, fourth** and **seventh** academic quarters (not including summer):
    a. By the tenth week of **first**, **fourth** and **seventh** quarters:
        i. Each tenure review committee member observes probationer performing duties and provides in person and in writing an evaluation noting areas of proficiency or deficiency to the probationer.
    b. By the end of **first**, **fourth** and **seventh** quarters:
        i. Probationer submits self-evaluation report to the tenure review committee.
        ii. Tenure review committee writes the nine-standard evaluation of the probationer including a recommendation.
3. Tasks to be completed in probationer's **second**, **fifth** and **eighth** academic quarters (not including summers):
    a. By the second week of the **second**, **fifth** and **eighth** quarters.

i. Tenure review committee meets with probationer to discuss the nine-standard evaluation.

ii. Portfolio (including nine-standard evaluation and probationer's self-evaluation report) is submitted to the VPI by tenure review committee.

b. After receiving portfolio from the tenure review committee, **before** the fifth week of the **second**, **fifth** and **eighth** quarter

i. VPI reviews portfolio and meets with tenure review committee if there are concerns with the contents of the portfolio or the committee's recommendation.

ii. VPI confidentially recommends in writing to District President (and copied to the AHE President) continuation, non-continuation, award of tenure or denial of tenure of probationer.

c. Tasks to be completed during the fifth week of the **second**, **fifth** and **eighth** quarters:

i. District President submits final portfolio to Board of Trustees.

4. Tasks to be completed **every** quarter during the probationer's tenure review (not including summer):

a. By the eighth week of **every** quarter:

i. Student evaluations will be administered for each class the probationer is teaching that quarter.

b. By the tenth week of **every** quarter

i. Results of student evaluations are delivered to the tenure review committee.

ii. At least one member of tenure review committee observes probationer performing duties.

iii. After their observation, each committee member will provide in person and in writing an evaluation noting areas of proficiency or deficiency to the probationer.

Section C. Tenure Review Committee

1. A separate tenure review committee shall be established for each probationer prior to the probationer's first fall quarter of the standard sequence as outlined in Section B. The quarter. The committee shall be responsible for the probationer until he/she is either granted tenure or is no longer employed with the District.
2. The probationer and each committee member shall have participated in a tenure review training set up by the Vice President of Instruction, Human Resources Administrator and the AHE President. This training will be offered during in-service week. Student committee members will complete the FERPA training then be trained by the committee.
3. At the conclusion of the training, the first meeting shall be called by the dean/director at which time the committee shall choose a faculty chair and meet at the call of the chair when the need for such a meeting arises, including the meeting to draft the recommendation. The faculty chair may rotate each evaluation year.
4. The tenure review committee shall mean a committee composed of three of the probationer's faculty peers, including at least one from the probationer's discipline, if available, or if not available, division, a student representative, and the dean/director or Vice President of Instruction.
5. The probationer may request the removal of one committee member and the AHE President will appoint a replacement if the member is faculty; the appropriate administrator will appoint a replacement if the member is non-faculty.

Section D. Evaluation of the Probationer

1. All evaluation information shall be considered confidential, subject to the Public Records Act.
2. Each tenure review committee shall evaluate only the probationer's effectiveness in their appointment. In addition to the opinion of committee members, the committee can request and consider other professional judgments regarding the probationer's effectiveness in their appointment.
3. Each review committee shall consider the following nine standards in the course of evaluating the effectiveness of each full-time probationer:
    a. The probationer's instructional skills.
    b. The probationer's relationship with students.
    c. The probationer's relationship with peer faculty.
    d. The probationer's relationship with administration/other staff.
    e. The probationer's knowledge of subject matter.
    f. The probationer's adherence to the institution's mission, objectives, and policies.
    g. The probationer's action toward professional improvement and development.
    h. The probationer's action toward improvement of course outlines and classroom materials, equipment, supplies, tools and inventory.
    i. The probationer's adherence to advising guidelines and other position requirements as described in this Agreement.

4 Each tenure review committee shall use a four-part evaluation process which includes student evaluations administered for every class taught during the probationary period, self-evaluations, peer evaluations and an administrative evaluation. Said evaluations shall be in writing and must be reviewed by the committee prior to its rendering a recommendation.

5. During the first fall quarter of a probationer's tenure review process:
    a. Each member of the committee will conduct at least one classroom observation during the first quarter of the probationer's appointment per Section E.
    b. The committee can request and consider other professional judgements regarding the probationer's effectiveness in their appointment.
    c. Student evaluations will be administered by the appropriate instructional office by the eighth week of the quarter and delivered to the committee by the appropriate instructional office no later than the tenth week of the first quarter, but not to the probationer before grades are submitted.
    d. The probationer will complete the self-evaluation form and submit it to the committee chair no later than the deadline set by the committee.
    e. Per Section E of this Article, the committee will prepare the necessary documents, present them to the probationer, allow time for rebuttal, and submit to the Vice President of Instruction by the end of the second week of the second probationary quarter/
    f. At the conclusion of the evaluation cycle, the chair will facilitate scheduling classroom observations for the upcoming cycle. A new chairperson may be chosen at this time.
6. During the subsequent evaluation cycles:
    a. At least once a quarter, every quarter, a member of the committee must observe the probationer.

b. The committee can request and consider other professional judgements regarding the probationer's effectiveness in their appointment.

c. Student evaluations will be administered by the appropriate instructional office by the eighth week of each quarter and delivered to the committee by the appropriate instructional office no later than the tenth week of the first quarter, but not to the probationer before grades are submitted.

d. The probationer will complete the self-evaluation form and submit it to the committee no later than the deadline set by the committee.

e. Per Section E of this Article, the committee will prepare the necessary documents, present them to the probationer, allow time for rebuttal, and submit to the Vice President of Instruction by the end of the second week of the fifth and eighth probationary quarters.

f. At the conclusion of the evaluation cycle, the chair will facilitate scheduling classroom observations for the upcoming cycle, unless tenure is granted.

g. In the rare event that a tenure review committee is anticipating recommending a one-quarter, two-quarter, or three-quarter extension beyond the nine-quarter probationary period, a professional improvement plan shall be put together during the second evaluation cycle.

Section E. Communication of Evaluation Results

1. A written evaluation noting areas of proficiency or deficiency shall be made for each observation.
2. Within 10 days after each observation, the observer shall meet with the probationer to discuss his/her performance and the evaluation report.
3. Each tenure review committee shall meet in person, or via ITV (at least to finalize the document) and produce the following documents:

    a. Nine-standard Evaluation: The committee will summarize a written report evaluating the probationer with respect to the nine standards listed above in Section D.3. This document will incorporate information from each of the evaluation processes including student evaluation, self-evaluations, peer evaluations and the administrative evaluation. This document will be referred to as the nine-standard evaluation summary.

    b. Minority Opinion(s): If a committee member does not agree with the majority opinion on a particular standard or if the committee is split in its opinion, the committee will include a second (minority) opinion as part of this document. If a member does not submit a second opinion, he/she is considered to support the evaluation as written for that standard.

    c. Summary of Student Evaluations: The committee will review all student evaluations administered for the probationer during the evaluation period and prepare a summary report.

    d. Recommendation: The committee will make a recommendation on continuation, dismissal, extension to the nine-quarter evaluation period (see below), or granting tenure. If the committee is not unanimous in its recommendation, more than one recommendation may be put forward. Each member must sign the recommendation they support.

    e. Extension Beyond the Nine-quarter Probationary Period: Pursuant to RCW 25B.50.852, the committee may recommend a one, two or three-quarter extension beyond the nine-quarter probationary period. Such a recommendation must be accompanied by a professional improvement plan already in progress.

4. The committee shall then meet with the probationer to discuss the nine-standard evaluation summary and the committee's recommendation. The committee will furnish the probationer with a copy.
5. If the probationer has any disagreements in regard to matters noted by the review committee on its evaluation report, he or she may note the disagreement in writing within 10 days after receipt of his/her copy.
6. If the tenure review committee recommends non-renewal of the probationer's contract, or if the review committee recommends that tenure not be awarded to said probationer, written notice thereof shall be transmitted to the District President, who in turn shall forward the same to the Board. The committee will also notify the AHE President.
7. The committee will forward a portfolio to the Vice President of Instruction for review. The Vice President ask the chair to convene the committee to address concerns. The committee will submit a revised portfolio as soon as possible, if needed. Once the review is complete, the Vice President will then forward the portfolio to the District President. The portfolio will include the following:
    a. Information about the probationer including photo, teaching history and educational background.
    b. Information about the committee: member name, discipline or area, and years at WVC.
    c. The nine-standards evaluation summary.
    d. The recommendation for continuation, dismissal or granting of tenure from the committee.
    f. e. Probationer's self-evaluation.
    g. Any written response from the probationer regarding the committee's evaluation summary and recommendation.
    h. Student evaluations and the committee's summary of the student evaluation comments.
    i. The recommendation for continuation, dismissal or granting of tenure from the Vice President of Instruction. If this recommendation is different from the committee's recommendation, the specific reasons must be included with the recommendation from the Vice President of Instruction.
8. The District President will review this portfolio. The president may ask the chair to convene the committee to address concerns. The committee will then submit a revised portfolio, if needed, as soon as possible to meet the Board timelines.
9. If changes are made to the portfolio, the probationer will be notified, furnished with copies of the documents, and given a chance for a written response to be included with the portfolio as soon as possible to meet Board deadlines.
10. The District President will then submit the following documents to the Board no later than the mid-point of the second, fifth, and eighth consecutive probationary quarters:
    a. Information about the probationer.
    b. Information about the committee.
    c. The nine-standards evaluation summary.
    d. Recommendations regarding tenure from the committee and the Vice President of Instruction.
    e. Probationer's self-evaluation.
    f. Committee's summary of student evaluation comments.

g. Any written response from the probationer regarding the committee's evaluation summary and recommendation.

Section F. Board Decisions Regarding Tenure

1. Upon receiving the various recommendations regarding the award or non-award of tenure; or the renewal or non-renewal of a contract of the evaluated probationers, the Board shall examine the records of the probationer(s) so referred to them and give reasonable consideration to the recommendation of the tenure review committee as to the award or non-award of tenure, renewal or the non-renewal of a contract, or extension of the probationary period to said probationer or probationers.
2. Following the Board's review of the evaluation reports, the District President shall advise the committee and the probationer in writing of any other concerns which the Board or the District President might have which could result in the probationer not being granted tenure or the probationary period being extended (see E.3). Said response shall be made no later than two weeks after the Board's review and shall not in any way affect the Board's right to deny tenure with or without sufficient cause, pursuant to RCW 28B.50.850 through 28B.50.869.
3. All Board decisions and notification to the probationer regarding non-renewal of a probationer's faculty appointment shall be accomplished prior to the probationer's third or sixth consecutive probationary quarter as applicable. All Board decisions and notification to the probationer regarding the award or non-award of tenure to probationers shall be accomplished prior to the probationer's ninth consecutive probationary quarter. This notification must be delivered in writing to the probationer.
4. The probationer's period may be extended pursuant to RCW 28B.50.852.
5. The final decision to award or withhold tenure, or to continue probationary status for faculty, shall rest with the Board. The Board will consider the recommendation of the tenure review committee, the Vice President of Instruction, and the District President.
6. The probationer or the committee may appeal the decision of the Board to the Board.
7. The probationer may have other rights subject to Chapter 28B.50, RCW.
8. As a general practice, the Board shall not grant tenure prior to the end of the sixth consecutive probationary quarter.
9. After the Board's decision has been accepted, all evaluation information shall be destroyed. In the event an appeal or a grievance has been filed, all evaluation information shall be retained until the appeal or grievance has been settled. All such information shall then be destroyed.

Section G. Adherence to the Tenure Timeline

Failure to follow the specific timelines as outlined in this article can be grieved; however, the findings, conclusions, recommendations, and decisions by the Vice President of Instruction, District President, and Board of Trustees cannot be grieved.

ARTICLE 10. DISCIPLINE AND DUE PROCESS

Section A. Informal Procedure

WVC recognizes the general professionalism of all employees. At times, employees may require focused dialogue, coaching, letters of expectation, or other interventions that reinforce, redirect, clarify or support professional behavior without being punitive. The Association and administration recognize such actions as typical and appropriate prior to entering into formal discipline.

Letters of expectation are not considered a step in the progressive discipline procedure and will not be placed in the employee's personnel file.

Section B. Disciplinary Procedures

Discipline is an administrative response to unprofessional conduct, failure to meet professional responsibilities or continued documented unsatisfactory performance. Unless the behavior or instance is unlawful, unsafe, or results in the inability to perform one's professional duties, the following steps will be followed:

1. When the Employer receives a formal complaint against a faculty member that may result in disciplinary action, the appropriate administrator will notify the faculty member and the AHE President within 10 contract days of receipt. Receipt of a complaint alone does not constitute a determination that an investigation is warranted.
2. Within 10 contract days of determining that a formal complaint or discovered employee conduct requires investigation by law or otherwise meets the standard for initiating an investigation under this Article, the employee and the AHE President will be notified in writing by the Human Resources Administrator or their designee including an explanation of the nature of the complaint and sufficient information to allow the employee to understand the conduct at issue, including the general time frame of the alleged conduct.

   The Employer may initiate an investigation only when it has specific, articulable facts and information that, if true, could reasonably constitute misconduct. Investigations shall not be initiated based solely on rumor, speculation, or uncorroborated anonymous information.
3. At the discretion of the Human Resources Administrator, the investigation may be conducted by a WVC administrator or an independent third party. If the complaint originates from the employee's supervisor, the Human Resources Administrator will assign the investigation to an alternate administrator or an independent third party. The employee shall have the right to have an AHE representative present in any investigatory meeting. When a request for such representation is made, no further action shall be taken until the representative is present. Such meeting shall occur within 10 contract days of the request for representation. Exceptions to the 10 contract day timeline are subject to mutual written agreement by the employee, AHE and appropriate administrator.

   Investigations shall be prompt.
4. Within 10 contract days of the completion of the investigation, the employee and the AHE President will be notified of its completion and provided a copy of the findings, the investigation report, and any supporting documents. Within 10 contract days of notification, and prior to imposition of any disciplinary action, the parties will meet. In all cases, the employee will be provided with the documents listed above at least two contract days prior to the meeting between the parties. The employee shall have the right to have an AHE representative present at the meeting. The administrator will explain the findings and state the possible disciplinary action, if any. The employee will have the opportunity to respond to the findings, the investigation report, the supporting documents and any proposed disciplinary action. Exceptions to the 10 contract day timelines are subject to mutual written agreement by the employee, AHE and appropriate administrator.

5. Within 10 contract days of the conclusion of the meeting, the administrator will determine the level of discipline to be imposed, if any, and inform the employee and the AHE President in writing. The documentation will be signed by the employee, indicating only receipt, and placed in the employee's personnel file. The 10 contract day timeline may be extended if additional investigation is needed prior to making a decision about the imposition of disciplinary action.

   The initiation of an investigation shall not, in itself, be considered evidence of misconduct and shall not be referenced as such in evaluation or disciplinary records absent sustained findings.

6. If disciplinary action is taken, the administrator will inform the employee of his/her right to submit a written rebuttal to be included in the personnel file along with the documentation of discipline. The rebuttal must be submitted within 20 contract days of receiving the documentation of discipline.

Section C. Disciplinary Actions.

Entry into the disciplinary procedure does not automatically lead to discipline. After investigation and discussion, the process may conclude without any further action, or the issue may be referred back to a non-disciplinary solution. Disciplinary action shall be imposed only for sufficient cause. The Employer agrees to follow a policy of progressive discipline which includes the steps as outlined below. Any disciplinary action taken against a faculty member shall be appropriate to the behavior that precipitated such action.

Levels of Imposed Progressive Disciplinary Action:

1. Verbal Warning with Written Acknowledgement (Level 1): The appropriate administrator will apply Level 1 discipline to the faculty member. A record of this discipline action will be signed and dated by both the faculty member and the appropriate administrator. The employee has the right to file a rebuttal to be included in the personnel file along with the discipline documentation and the written findings. Level 1 discipline represents introductory written disciplinary action to ensure faculty awareness of a policy or procedure violation.
2. Written Warning (Level 2): The appropriate administrator will apply Level 2 discipline to the faculty member. A record of this discipline action will be signed and dated by both the faculty member and administrator. The employee has the right to file a rebuttal to be included in the personnel file along with the discipline documentation and the written findings. Level 2 discipline represents a pattern of disciplinary action written subsequent to a Level 1 action or a violation more serious in nature.
3. Suspension Without Pay (Level 3): The appropriate administrator will apply Level 3 discipline to the faculty member. A record of this discipline action will be signed and dated by both the faculty member and appropriate administrator. This record will clearly state the length of time the faculty member is suspended without pay. The employee has the right to file a rebuttal to be included in the personnel file along with the discipline documentation and the written findings.
4. Termination (Level 4): Dismissal of tenured faculty members for sufficient cause will follow the procedure as established in RCW 28B.50.869 and outlined in Appendix B.

Section D. Employee Rights

1. The employee has a right to a fair and impartial investigation.
2. Right to Representation: Any faculty member shall have the right to have an AHE representative present at any investigatory meeting, any meeting or conference when being disciplined, or at any meeting or conference which, the employee believes, might reasonably lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the faculty member until such representation is present. Such a

meeting shall occur within 10 contract days of a request for representation. If the requested representative is not reasonably available, the employee will select another representative who is available. Exceptions to the 10 contract day provision are subject to mutual written agreement by the faculty member, AHE and the appropriate administrator.

3. Refutation: In all cases, the employee has the right to refute findings from the investigation in a meeting/hearing prior to the imposition of discipline. The employee has the right to a Loudermill hearing for any action above a written warning.
4. Rebuttal: If the Employer imposes discipline, then the employee has the right to write a rebuttal which will be placed in the employee's personnel file along with any other related documentation.
5. Privacy/Confidentiality: The faculty member has the right to confidentiality during this entire process. This confidentiality does not extend to conversation(s) between college administrators. All discipline will be handled in consultation with the Human Resources Administrator and will be kept confidential unless disclosable under the public records act.
6. A tenured faculty member shall not be dismissed except for sufficient cause.
7. A faculty member who holds a probationary appointment shall not be dismissed prior to the written terms of the appointment except for sufficient cause.

Section E. Employer Rights and Responsibilities

1. Due Process: When the Employer receives a complaint against a faculty member that may result in disciplinary action, the appropriate administrator will notify the faculty member and the AHE President within 10 contract days of receipt or discovery.
2. Informal Resolution: In some cases, a resolution can be reached without administering formal discipline. When necessary, as determined by the appropriate administrator, the administrator will work with the faculty member to reach a resolution through corrective measures such as training or other forms of corrective action. The issue, corrective measures (if applicable) and resolution will be documented, noted as informal and placed in the administrator's working file. Any informal resolution reached that was not documented and filed cannot be used as part of a future disciplinary action.
3. Right to Conduct an Investigation: The Employer reserves the right to conduct an investigation into any complaint or any alleged violation of this Agreement or any alleged violation of any Employer policies and procedures, any alleged violation of any Employer's rules, regulations, and administrative policies, and/or any alleged violation of state and federal law and/or any alleged violation of professional ethics requirements. All faculty members are required to cooperate with the Employer's investigation.
4. Investigation Process: The Employer has the right to determine the method of conducting investigations. An investigation may be conducted by an administrator or independent third-party, as determined appropriate by the Human Resources Administrator. The Employer and Association agree to cooperate to ensure the timely resolution of investigations of faculty member alleged misconduct. The faculty member against whom the complaint has been issued shall not contact the complainants.
5. Investigative Findings: The final investigation report will be made available to the faculty member and the Association within 10 days of the completion of the investigation.
6. The Administration must establish sufficient cause before imposing discipline.
7. Administrative Leave: When determined appropriate by the Employer and Human Resources Administrator, a faculty member may be placed on administrative leave with pay, pending the outcome of the investigation and/or imposition of discipline. A faculty member placed on administrative leave will not be prohibited from contacting an association representative.

Section F: Criteria for Discipline

1. Sufficient Cause: No faculty member shall be disciplined and/or otherwise adversely affected through discipline without sufficient cause. This subsection shall not apply to decisions regarding renewal or non-renewal of probationers or decisions regarding supplemental contracts or stipends. The burden of proof that sufficient cause for discipline exists rests with the District.

   If any of the actions listed below are proven, then administration will have sufficient cause for discipline. There may be additional actions that are not specifically listed below that could result in discipline:

   a. Misconduct.

   b. Insubordination.

   c. Sexual and/or any other type of harassment and/or bullying.

   d. Violations and/or misconduct that have been addressed in arbitration decisions, administrative proceedings and/or in legal proceedings.

   e. Continually failing to fulfill contractual responsibilities.

   f. Unethical or unprofessional behavior/conduct.

   g. Continued unsatisfactory performance.

   h. Criminal conduct, gross misconduct.

   i. Violation of lawful directives or established board policies or college procedures.

   j. Failure to comply with adopted and published safety and/or security rules, standards or measures.

Section G: Types of Complaints

1. Formal Complaint: A formal complaint made against a faculty member must be reduced to writing and signed by the complainant. Email submission will be considered as signed. The complaint will be called to the attention of the faculty member and AHE within 10 contract days of the complaint being submitted to the Employer. When the Human Resources Administrator reviews the complaint and determines whether an investigation is warranted, written notice of the determination will be provided to the faculty member within 10 contract days of the decision. Nothing herein is intended to limit or supersede the Employer's obligations under state and federal law.

2. Non-disclosed Complainant: Non-disclosed complaints are defined as those in which the identity of the complainant is known to the Employer but not disclosed to the faculty member. Non-disclosed complaints may be used, as a basis for an investigation, when it is determined by the Employer that sufficient facts and information exist to warrant such investigation. The Employer will provide notice to the faculty member that a non-disclosed complaint was received without revealing the complainant or information that would reasonably lead to identification of the complainant. If disciplinary action is taken, or any related documentation is added to the faculty member's personnel file as a result of the investigation, the identity of the complainant must be disclosed to the faculty member, unless prohibited by law.

ARTICLE 11. REDUCTION IN FORCE (RIF)

Section A. Purpose

The following shall be the procedure by which faculty members may be laid off, pursuant to a RIF.

Section B. Sufficient Cause

1. Sufficient cause for Reduction-In-Force (RIF) shall mean either of the following:
2. Local RIF: Elimination or reduction of financing, or elimination or reduction of program(s), or
3. State RIF: SBCTC declaration of financial emergency pursuant to law, under the following conditions:
4. Reduction of allotments by the Governor pursuant to RCW 43.88.110(2), or
5. Reduction by the legislature from one biennium to the next or within a biennium of the appropriated funds based on constant dollars using the implicit price inflator.
6. In the case of a reduction in force initiated pursuant to a declaration of financial emergency by the SBCTC pursuant to RCW 28B.50.873, such reduction in force shall be accomplished in accordance with the procedures set forth in RCW 28B.50.873 in which the District shall be treated as one reduction in force unit.

Section C. RIF Units

1. Establishment: The following RIF units are hereby established:
    a. Wenatchee campus.
    b. Omak campus.
2. Assignment:
    a. Faculty members shall be assigned to one and only one RIF unit by the District President after consultation with the appropriate administrator.
    b. The assignment is to be based on the majority of the full-time academic assignment for the previous three instructional quarters.
    c. New employees will be assigned to a RIF unit by the end of their first quarter of employment.
3. Notification: RIF units shall be established and a RIF unit list distributed to faculty on or before November 1 of each year. Any dispute(s) regarding RIF unit assignment shall be reviewed with the District President. Any dispute(s) not resolved with the District President within 15 days shall be consolidated by the AHE President and submitted to AAA (American Arbitration Association) expedited arbitration, pursuant to AAA's expedited arbitration rules.

Section D. Implementation of RIF

1. Establishment and Role of the Budget and Program Review Task Force: If the District President determines that RIFs are probable or other budgetary issues arise, he/she shall give notice to the AHE President as soon as possible but no later than June 15. The AHE President and the District President shall then convene a budget and program review task force for the purpose of providing a continuous flow of information concerning the budget and program review to all interested Parties, and for the purpose of monitoring the possibility of the elimination or reduction of financing of programs in the District. The task force shall consist of the District chief financial officer (chair), two administrators appointed by the District President, and three ARs selected by the Association. The task force shall meet at the call of the chair. Findings and/or recommendations of the task force shall be made to the District President and the AHE President. The District President shall provide for use in these discussions and consultations the following information:

a. Enrollment and budget data for the preceding three years, by divisions and departments.

b. The number and duties of each faculty member in each RIF unit, and enrollment projections, if possible.

c. Lists of forthcoming faculty vacancies due to retirement, resignation, or leave.

d. Lists of special faculty appointments.

e. Lists of temporary faculty appointments. Tenured and probationary faculty must be given priority for these appointments.

f. A detailed report on the financial affairs of the District.

g. A brief written statement of reasons in support of the need for reduction in force.

2. Responsibility for Determination of RIF: The final determination for the need for a RIF of a faculty member shall be made by the District President. The District President will, as soon as possible, but no later than June 15 of the current year, notify any tenured faculty member(s) who are to be laid off.

3. If any faculty members are to be RIFed, the District President shall determine in the case of each RIF unit what course offerings, programs and/or other services are to be retained. In making such determination, the District President shall consider the following factors:

   a. All offerings in each affected unit and the need for the offerings to meet degree and transfer requirement.

   b. The goals and objectives of the District.

   c. Information concerning faculty vacancies occurring due to retirement, resignation, sabbatical and leave of absence.

   d. The enrollment and trends in enrollment and their effect upon each unit.

   e. Appropriate reductions of part-time faculty and classified and administrative personnel.

4. Order of RIF: Once the District President determines the number of faculty members to be RIFed in each unit, he/she shall consider making special and temporary faculty appointments available to qualified tenured or probationary faculty facing RIF. After considering these options the District President shall utilize the following order of reduction within each RIF unit:

   a. Full-time probationary employees in order of least seniority.

   b. Full-time tenured employees in order of least seniority.

   This order of implementation may be interrupted in the event that:

   a. Strict adherence to it would result in no qualified faculty member being available to fully perform the remaining duties, and/or

   b. Strict adherence to it would result in a conflict with state laws. The Parties mutually agree to use their best efforts to ensure that any RIF will not be in conflict with the District's affirmative action plan.

Section E. Procedure

In the event the District President or Board determines a RIF is necessary, the provisions of Appendix B shall apply, consistent with the following:

1. Conflict of Interest Bar: If any member of the dismissal review committee is potentially affected by the recommendation to be submitted, an alternate member shall be utilized.

2. Written Statement: The statement required by Appendix B, Section A shall clearly indicate the following:

a. The separation is not due to the job performance of the faculty member and is without prejudice to such employee.

b. The basis for the RIF as one or both of the conditions set forth in Section B of this Article.

c. The effective date of separation from service.

3. Hearing Officer: At the time of a faculty member's request for formal hearing, said employee may ask for participation in the selection of the hearing officer, as provided by RCW 28B.50.873.

4. Hearing Timeline: The formal hearing shall be concluded by the hearing officer within 60 days after written notice of the RIF has been issued to the affected faculty members.

5. Collective Hearing Required: In the event there is more than one RIFed faculty member requesting a hearing, such faculty members must act collectively in making such request.

6. Hearing Costs: The costs incurred for the services and expenses of a hearing officer shall be shared equally by the District and the Association or faculty member(s) requesting the hearing.

7. Consolidation: The hearing officer shall consolidate individual RIF hearings into a single hearing. The only issue to be determined shall be whether the particular faculty member(s) RIFed is/are the proper one(s) to be RIFed.

8. Failure to Respond: Failure to request a hearing within 10 calendar days after issuance of the notice shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual contract.

9. Response Time: The responsibilities of the hearing officer shall be completed within 10 days of the conclusion of the formal hearing. The response of the dismissal review committee shall be completed within one week of receiving the hearing officer's report.

10. Depending upon legislation, the District shall make every effort to have all layoffs take effect no sooner than the end of the academic year. Before laying off a faculty member, the District President will attempt to place that member in another suitable position within the District.

Section F. Seniority

1. Establishment: Seniority for the purpose of RIF shall apply to probationary and tenured faculty positions and shall be determined by establishing the date of the signing of the first full-time contract for the most recent period of continuous (which shall include leaves of absence) full-time professional employment for the District. Leave without pay will not be considered a break in service, however, seniority will not accrue during such leave. The longest terms of employment as thus established shall be considered the highest level of seniority.

2. Seniority Ties: In instances where two or more faculty members have the same signing date, seniority shall be determined in the following order:

   a. First date of the signature on a letter of intent to accept employment, then

   b. First date of application for employment.

3. Administrative Positions: In the case of a faculty member moving to an administrative position in the District, seniority shall remain at the same level as when the faculty member moved to the administrative position. If the same employee returns from administration to full-time academic assignment, seniority shall continue from the level the employee had reached when he/she moved to the administrative position.

Section G. Recall Rights

Faculty members who have been RIFed shall have the right to be recalled consistent with the provisions specified below:

1. Recall lists: Recall list(s) shall be created and maintained by the District 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 order: Recall shall be in reverse order of RIF by RIF unit to a faculty position, either newly created or a vacant full-time position.
3. Duration: The right of recall shall extend two full years after the effective date of RIF.
4. Address: Each RIFed faculty member shall keep the District human resources office informed of any change of address.
5. New Hire Bar: New hires shall not be employed to full-time vacancies unless there are no qualified faculty members on the applicable RIF unit recall list to accept the vacancies.
6. Response Time: RIFed faculty members shall have 15 calendar days to respond following the actual receipt of written notice of an offer of recall to a full-time position. If the individual fails to respond, his/her recall rights shall be waived.
7. Additional Certification: Any RIFed faculty member who obtains additional certification, qualifications, or retraining while on a recall list shall be entitled to update his/her records with the District human resources office. A faculty member on a recall list may request a change of his/her designation or RIF unit during the first week of October of each year.
8. First Right of Refusal:
    a. A faculty member on a recall list shall have the first right of refusal to any part-time assignments in his RIF unit. Failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established.
    b. Nothing herein shall require the District to consolidate part-time positions into a full- time position.
    c. In the instances where a full-time faculty member is on recall status, the number of part-time assignments, if any, made in the applicable RIF unit shall not be increased over the number in existence at the time of RIF to more than the equivalent of two- thirds of a full-time load.
9. Retention of Benefits: Upon recall, faculty members shall retain all benefits such as sick leave, tenure, retirement and seniority which had been accrued prior to the date of RIF. Employees who have been laid off due to RIF will be eligible to continue participation in insurance programs as provided for under Washington state and federal laws.
10. Notice of Employment Offers: The District shall notify the Association, in writing, of all employment offers made to faculty on recall and the final outcome of such offers.

Section H. Hearing Opt-Out

A faculty member notified of RIF, who is then RIFed, who chooses not to have a formal hearing as defined herein, shall be guaranteed 50 contract days or pay in lieu thereof commencing at the day notification was received from the District President.

Section I. Letter of Recommendation

Upon the request of any RIFed faculty member, the District President shall write a letter on behalf of such faculty member stating the reasons for the RIF, the qualifications of the RIFed faculty member, and any other pertinent information which may be of assistance in securing another employment position.

ARTICLE 12. GRIEVANCE

Preamble: This Article is intended to provide procedures to resolve issues pertaining to alleged violations of the terms of this CBA. The District human resource office policies and procedures cover all other items not addressed by this document. With respect to this Article, the term “day” shall mean any day on the academic calendar, including summer quarter. Days that fall between quarters are excluded. Grievance timelines may be extended by mutual agreement.

Faculty are encouraged to discuss issues with the appropriate administrator who is alleged to have violated the contract in an attempt to resolve the issue prior to entering into the formal grievance process. Faculty shall inform the AHE president of the issue, the meeting and the outcome. A reasonable effort by both Parties to resolve a potential grievance during a discussion prior to the formal grievance process is referred to as an “Informal Grievance Step 0.”

Section A. Association Rights

1. A potential violation of this Agreement may be grieved by the Association.
2. The Association has the right to have a representative present at each step of a grievance and a right to official communications between employee and Employer regarding the grievance.

Section B. Individual Rights

1. A potential violation of this Agreement may be grieved by an individual through Step 1.
2. The grievant has the right to a representative throughout the grievance process.
3. The grievant must follow the grievance procedure as established in this Article.

Section C. Procedure

1. Settlements: Settlements reached at any step will be put in writing within 20 days. Copies of the settlement will be forwarded to all Parties (see list below).
2. All Parties shall mean grievant, AHE President, AHE Grievance Chair, Human Resources Administrator, District President and all administrators involved in the process.
3. Human resources will provide information about the grievance to all Parties, will keep track of the timelines, facilitate the scheduling of meetings at each step and any follow-up meetings, and provide official documentation to all Parties including official communications.
4. If the grievance has not been timely filed or timely appealed, the Human Resources Administrator has the right deny the grievance on the basis of missing the timelines. If the grievant fails to timely file or appeal according to the timelines set out herein, the grievance shall not be further pursued and will be resolved according to the last formal response. In the event the District or its agents fail to meet a timeline, the grievant may proceed to the next step of the procedure if appropriate. The specified timelines shall be strictly observed but may be extended by mutual concurrence of the Parties. This extension of the timelines must be reduced to writing and signed by both Parties.
5. If there is a disagreement as to when a grievant “knew or reasonably should have known” and the Administration denies the grievance because of untimely filing, the Association has the right to pursue the grievance up to and including arbitration.
6. Extension of a Timeline: Any extension of a timeline must be put in writing and signed by both the grievant and the administrator at the time of agreement and filed with human resources. The extension agreement must contain a specific date for compliance.

Section D. Grievance Steps

Faculty members are encouraged to attempt to resolve issues through informal discussion with the appropriate administrator prior to filing a formal grievance at Step 1. A reasonable effort shall be made by both parties to resolve the grievance at an “Informal Resolution Step 0.”

1. Formal Grievance Step 1:
    a. If no settlement is reached through informal discussion between the grievant and the appropriate administrator who allegedly violated the contract, the grievant has up to 30 days from the time when the grievant knew or reasonably should have known about a potential violation of this agreement to start the formal grievance process.
    b. Grievant must file a grievance form with human resources. The grievance form may be found in the Appendices of this CBA. The grievance form must be clear about what sections of the Agreement have been violated, how they have been violated and the facts supporting those alleged violations.
    c. Grievance processing timeline will start the day following the day human resources receives the grievance via email or hard copy during normal business hours.
    d. The Administration will assign the appropriate administrator to address the grievance. This assignment will be made no later than 20 days from the start of step 1.
    e. The appropriate administrator will schedule a meeting with the grievant no later than 20 days after the notification from human resources.
    f. If the appropriate administrator is unclear about the grievance, they have the right to request more details within 10 days of being assigned the grievance. The timeline for settlement shall remain 20 days unless the Parties file an extension of the timeline with human resources.
    g. Should no mutual settlement be reached, the appropriate administrator shall answer the grievance in writing within 20 days of the step 1 meeting. Human resources will provide all Parties a copy of the response.
2. Formal Grievance Step 2:

    If no settlement is reached at step 1, the Association may appeal the grievance to the District President. The Association must inform human resources within 20 days after the receipt of the step 1 appropriate administrator’s denial that the grievance is being moved to step 2. It is the sole option of the Association to submit any employee grievance to step 2.

    a. Step 2 timeline will begin the day after the Association files the appeal with human resources via email or hard copy.
    b. The District President will conduct a meeting with the grievant no later than 20 days after the start of step 2. Should no mutual settlement be reached, the District President, or designee shall answer the grievance in writing within 20 days of the step 2 meeting. Human resources will provide all Parties a copy of this answer.
3. Formal Grievance Step 3:

    For a grievance to move to mediation, both the District and the Association must mutually agree to mediation.

    If no settlement is reached at step 2 or a decision is issued by the District President, the Parties may, within 20 days after receipt of the step 2 answer, request mediation.

    a. Once the District President receives a written request for mediation from the Association, the District President shall respond to the Association no later than 20 days after receipt of the Association’s written request stating whether he/she agrees to move the grievance to mediation.

b. Within 20 days following the agreement of the Parties to mediate the grievance, the Parties shall mutually notify the Public Employment Relations Commission (PERC) or its legal successor for mediation matters. Mediation conferences shall take place at a mutually convenient location and time.

c. There shall be one representative of each of the Parties designated as spokesperson for that Party at the mediation conference.

d. The mediator shall have the authority to meet together with the Parties or separately with either Party but shall not have the authority to compel the settlement of a grievance.

e. The presentation of issues shall be limited to those presented at step 2 of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript and no recording of the mediation conference shall be made. The parties may maintain their own notes for internal use; however, such notes are not an official record and will not be used as evidence, except as needed to enforce a written settlement agreement resulting from the mediation.

f. Written material presented to the mediator shall be returned to the Party presenting that material at the end of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purpose of statistical analysis. Mediation is a forum for settlement. As such, none of the Parties' settlement statements and materials addressed during mediation are admissible in Arbitration.

g. The following rules shall apply:

   i. Written notification of the intent to mediate a grievance shall be made to the Public Employment Relations Commission. (PERC) or its legal successor for mediation matters.

   ii. The mediation process may be terminated at any time by either Party.

4. Formal Grievance Step 4 - Arbitration:

   If no settlement is reached in step 2, or step 3 or if step 3 is not utilized, the Association may submit the grievance to arbitration within 20 days. It is the sole option of the Association to submit any employee grievance to arbitration.

   An arbitration award shall not include any monetary award covering timeframes for extensions as well as non-contractual workdays such as spring break, summer break, or winter break. However, if the grievance occurred during a non-contractual workday such as during summer break, then the arbitration award can cover the timeframe actually worked and affected by the grievance. An arbitration decision may provide relief up to one year prior to the filing date for contact language interpretation issues and for up to three years prior to the filing date for monetary compensation issues. The length of time up to the limits is based on the facts and evidence.

   a. The Association President shall, by written notice to the District President within 20 days of the receipt of the step 3 decision (or the step 2 decision, whichever is appropriate), inform the District President that the grievance is being submitted to final and binding arbitration.

   b. The Parties shall accept the arbitrator's award as final and binding upon them.

   c. Upon rendering a decision, the arbitrator may retain jurisdiction until such time as the award is completed. The arbitrator shall not have any jurisdiction to modify and/or disregard any of the terms and conditions of this Agreement.

   d. Matters subject to arbitration shall be referred to an arbitrator mutually selected by the Parties. If the Parties are unable to agree on an arbitrator, then they shall select from a listing from American Arbitration Association (AAA). The Parties shall not use any AAA

procedures. An arbitrator will be selected using a striking process. Only grievances which involve an alleged violation by the District of a specific section or provision of this Agreement which are presented to the District in writing during the term of this Agreement shall be submitted to the arbitrator.

e. The fees of the arbitrator, including per diem expenses and travel and subsistence expenses and the cost of any hearing room (other than a room at Wenatchee Valley College) shall be borne equally by the Parties. The Parties shall pay their own attorney's fees, witness fees, costs, expenses, etc. If one Party or the other requests a court reporter and transcript, then the requesting Party pays for the transcript, but if the other Party requests a copy of the transcript, they will pay the cost of their transcript, and the expense of the copy of the transcript for the arbitrator will be split by the Parties.

f. All documents, communications, and records dealing with grievances and their adjustment shall be filed separately from the grievant and administrator personnel files, and upon expiration of the statute of limitations for the initiation of any further legal action, and in accordance with State Government General Records Retention Schedule as published by the Washington Secretary of the State, shall be destroyed, with the exception of the recorded formal grievance and final adjustment thereof.

ARTICLE 13. DURATION

Section A. Effective Dates

This Agreement shall remain in full force and effect beginning July 1, 2026, and extending through June 30, 2029, with the option to rollover with the approval of the Board of Trustees and AHE. All contracts in the future will have rollover options.

Section B. Reopening Date

Negotiations on a successor Agreement shall begin at the request of either Party no later than February 2029. During its term, the Agreement may be opened for amendment only with the mutual agreement of the Parties.

Section C. Early Reopening

Appendix E may be reopened at any time funds for such purposes are provided by the legislature or SBCTC of the state of Washington.

Adopted this 6th day of July 2026, at Wenatchee, Washington.

FOR THE ASSOCIATION:

Association President

Association Chief Negotiator

FOR THE DISTRICT:

Chair, Board of Trustees

District President

APPENDIX A. FACULTY SALARY RULES & PLACEMENT STANDARDS

The District human resources office shall keep the official placement records of initial placement and revised step based on annual advancement and on promotions.

Section A. Full-Time Hiring Placement Schedule

Step					
1	ATS+2	Journey	Bachelor		
2	ATS+3	J+1	BA+1		
3	ATS+4	J+2	BA+2	Master	
4	ATS+5	J+3	BA+3	MA+1	
5	ATS+6	J+4	BA+4	MA+2	PhD
6	ATS+7	J+5	BA+5	MA+3	PhD+1
7	ATS+8	J+6	BA+6	MA+4	PhD+2
8					
9					
10					
11					
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Consult Appendix E for Salary Schedule.

ATS = Associate or Technical Degree

J = Journey Level (has completed apprenticeship)

BA = Bachelor's Degree

MA = Master's Degree

PhD = PhD or other doctoral level degree

Section B. Initial Placement on Full-Time Salary Schedule

1. Placement: Placement will be based on the highest degree obtained and total years of relevant professional experience in the field for which the faculty member is being employed to maximize a competitive salary consistent with qualifications.

a. Relevant experience includes work performed in the field at any point in the faculty member's career, provided it is directly applicable to or substantially related to the assigned teaching area.

2. Maximum: Normally, any combination of education and experience shall not exceed placement at step 7. Exceptions may be made only with the approval of the Association President and the District President.

Section C. Advancement on Full-Time Salary Schedule

1. Advancement: All returning faculty will get a step each year of the contract in addition to any promotional steps reflected in their new annual contract. New full-time faculty must have completed a full standard sequence year (typically FWS) to be eligible for the step.
2. Turnover and Salary Savings (TSS): The college shall use turnover and salary savings from the prior year to maximally fund equal annual TSS allotments for each fulltime faculty member . These allotments shall be a minimum of $500 per year, and shall not exceed $2000 per year, to be applied to the salary schedule. The college may use state or local money to fund allotments for full-time faculty.
3. Return from Administrative Position: A faculty member returning from an administrative position will be placed at the salary step he/she would be on if he/she had remained as a faculty member and received an annual increment.
4. The salary committee of the AHE and a District representative(s) shall collaboratively calculate and apply all necessary elements of the salary schedule.
5. Salaries of faculty on full-time non-tenure assignments that extend beyond one year will be advanced consistent with tenured/tenure-track faculty.
6. Promotional Step:
    a. Probationary faculty who earn tenure will receive, as a promotion, one additional step advancement on the current pay scale starting in the academic year following the year in which tenure is earned. The faculty member will be granted the title of Associate Professor.
    b. Upon the completion of each level below, faculty members will receive a promotion equal to the value of one step on the faculty salary schedule:
        i. First post-tenure review completion: Senior Associate Professor
        ii. Second post-tenure review completion: Professor
        iii. Third post-tenure review completion: Senior Professor
    c. Faculty that complete additional post-tenure reviews will receive a promotion equal to the value of one step on the faculty salary schedule. Each post-tenure review occurs five years after the previous post-tenure review.
7. When a faculty member has not received an annual increment in each year of the tenure process, and they are currently at a step below step 7, their placement will be adjusted up to account for their three years of experience immediately prior to receiving their tenure promotion.

Section D. Extended, Full-Time Overload and Part-Time Salary Schedule

1. Extended Pay Rate: Unless specifically stipulated elsewhere in this agreement, faculty with extended contracts shall be paid for their time at the rate of one one-hundred and seventy-fifth ($1/175^{th}$) of their individual base salary per day of extension.
2. Part-time and full-time overload rate: Part-time faculty and full-time faculty overload assignments shall be paid in accordance with the following:

	Prorated from FT faculty schedule
Part-time faculty/Full-time faculty overload	77% of step 4

Per Quarter FTEF Equivalencies																		
Credit (CHE)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
FTEF	0.067	0.133	0.200	0.267	0.333	0.400	0.467	0.533	0.600	0.667	0.733	0.800	0.867	0.933	1.000			
Contact Hour	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
FTEF	0.056	0.111	0.167	0.222	0.278	0.333	0.389	0.444	0.500	0.556	0.611	0.667	0.722	0.778	0.833	0.889	0.944	1.000

This section will be reopened annually for the purpose of determining changes to part-time compensation when such funding is available from the State Board for Community and Technical Colleges.

3. Credit Classes: Part-time and overload assignments will be paid at a percent of the quarterly base salary based on the FTEF (Full Time Equivalent Faculty) of the class and the pay type. Salary for part-time faculty teaching only a portion of a class will be determined by computing the FTEF based on the portion of the class taught and the mode of instruction for the class. Salary for faculty called on as long-time substitute (5 or more days) will be determined by computing the FTEF based on the portion of the class taught and the mode of instruction for the class paid on the faculty member's daily rate.
4. Any faculty teaching a non-credit course on a schedule that coincides with the regular quarterly calendar of the college (with an average 50 days of instruction per quarter) will receive a salary based on the full part-time salary stated in the faculty contract computed with five decimal places. ABE/ESL faculty will not be paid at rates lower than other part time faculty at WVC. All faculty members including ABE/ESL faculty teaching on a part- time or overload contract shall be paid in accordance with the salary schedule stated in the contract.
    a. Each contact hour per week designated lecture mode will equate to 1 credit (e.g., five hours per week = 5 credits).
    b. Each contact hour per week designated lecture/lab mode will equate to 0.8 credits (60% - 40% mix).
    c. Each contact hour per week designated lab will equate to 0.5 credits.

    Contracts for time periods which deviate from the average 50-teaching-day quarter by more than two days, excluding summer quarter, will then be pro-rated in accordance with the equivalents listed above in such a manner that the contact-hourly rate computed for comparison purposes is consistent with the rate per credit hour calculated by dividing the salary listed in the contract by 150 hours.
5. Full-time faculty overload assignments will be paid in accordance with Section D.2.

Section E. Community Education/Professional Development/Senior Citizen Courses

The rate for these courses shall be set at the going rate at a minimum of $25 per contact hour. Deviations from the $25 rate shall be reported to the Association President. If a faculty member is already being paid at the full-time or part-time rate for these courses, the faculty member will not receive additional compensation for having students enrolled as community education/professional

development/senior citizen students unless the number of students makes the faculty member eligible for the large class size stipend outlined in Section N.

Section F. Auxiliary Rate

The auxiliary rate shall be $50 per hour. This rate shall be used as specified in this Agreement: for part-time faculty performing professional level non-teaching duties (except department chair duties), and for full-time faculty performing additional professional level non-teaching duties above and beyond the contracted workload, as assigned by the supervisor.

Section G. Meeting Rate

The meeting rate shall be $25 per hour. This rate shall be used as specified in this agreement: for all faculty types to attend training sessions, meetings outside of contracted obligations, and hiring committee meetings outside of contracted obligations.

Section H. Small Class Pay

Any course in this category requires agreement of the faculty member and the administration.

1. Small Class Size Offerings: Small classes do not include courses which are in a full-time faculty regular load nor a unique course required in a degree or certificate program. Small classes may be kept on the schedule and paid according to the following:
    a. The course counts towards part-time faculty load requirements for benefits.
    b. The course gets paid at 2/5 the part-time/full-time overload rate for the first student and ($85) per credit per student for each additional student.
    c. The small class offerings will be taught like any similar class.
    d. Small class sizes are expected to have at least four students. Administration may grant exceptions to this minimum size.
    e. Small class size payment shall not exceed regular payment for a course.

Section I. Directed Self-Studies

Directed studies are existing college courses which are taught during a quarter when the course is not being offered on the annual schedule. Directed studies are offered for the purpose of allowing a student to successfully stay on track towards completion of his/her course of study. A student taking a directed study will be expected to do a significant amount of independent learning. Directed study status will not be used in order to underpay a faculty teaching a course scheduled on the annual schedule.

1. A faculty member teaching a directed study will receive 1/5 of the part-time/full-time overload rate for the first student and $85 per credit per additional student(s).
2. Faculty will get a minimum of 1/5 of the part-time/full-time overload rate even if all students subsequently drop the course.
3. A course originally on the annual schedule for a given quarter may not be converted to a directed study status during that quarter on the specific campus.
4. Directed studies are expected to have one to three students.

Section J. Independent Projects

Independent projects are instructional projects which allow students to enhance their educational opportunities. Independent projects are overseen by a faculty member. Independent projects require the proper documentation and approval of the supervisor.

1. All student credits for independent projects will be paid at $85 per student credit.
2. Independent projects are not considered part of a full-time faculty load.

Section K. Stipends

Extra activity stipends shall be paid as follows: (Annually means fall, winter, spring, summer)

1. Faculty Mentors: $550 per year, per assigned probationer – maximum one probationer per year.
2. Class Cancellation Stipend: Part-time faculty who have a class cancelled within five days of the start of class will be paid $300 (does not include continuing education classes).
3. Late Class Addition Stipend: Faculty who are asked to add a new course (not just a new section of an already assigned course) within five days of the start of the quarter will receive a $300 stipend.
4. College in High School (HS) Liaisons:

   The following compensation will be used for faculty serving as College in the HS liaisons:

   a. $600 for each course each semester for professional development, site visit, paired assessment, pairing of syllabi.

   b. $200 per school, per semester if beyond 35 miles from the liaisons assigned campus.

   College in HS liaisons language is open for negotiations at the request of either AHE or the Administration.
5. Tenured faculty serving on hiring committees beyond their annual contractual committee obligation shall be compensated at the meeting rate outlined above in Section G for hours served in excess of that obligation.
6. Department chairs/program coordinators will receive an annual stipend normally paid quarterly over 3 quarters. If summer work is required for department chairs/program coordinators, it will be paid at the auxiliary rate unless four quarterly stipends are given. Calculation of the amount of 1 unit of stipend is based on Step 4 of the full-time faculty salary schedule divided by 45. As outlined in Appendix G, stipends are provided on the basis of scope and complexity of the program pathways, number of full-time and part-time faculty, presence or absence of exempt directors, specialized accreditation, local advisory committees and other factors.
7. Omak Faculty Coordinator Stipend: This stipend will be the same amount as those stipends received by the math and English department chairs.
8. Part-time faculty serving as department chair/program coordinator will receive an extra stipend unit in addition to any stipend unit(s) designated below.

Section L. Legislative Contingency

Any salary increases funded by the legislature, including increments, and Implicit Price Deflator (IPD), are subject to negotiation. Increases described herein contemplate funding and authorization by the legislature and are subject to subsequent modification in the event anticipated salary increase funding is modified by the legislature.

Section M. Payroll Overpayments/Underpayments

When the Employer determines that an employee has been overpaid, a written notice will be provided to the employee stating the amount of overpayment and the options for repaying it by voluntary wage deduction, cash or check. The employee may repay the overpayment over a period of time up to the number of pay periods the overpayment was made but no longer.

Deductions from wages will continue until the entire overpayment is repaid or at termination, whichever comes first. Underpayments will be paid on the following pay period after the corrected contract is received by payroll.

Section N: Compensation for Classes in Excess of 35 Students

1. Large class size stipends will be paid a stipend according to the following table if administration requests the faculty member increase their class size above 35 and faculty member agrees to increase.

Class Size	Compensation
35-40	$400
41-45	$450
46-50	$500
51-55	$550
56-60	$600
61-65	$650
66-70	$700
>70	$750

2. The compensation will be based on the number of students enrolled in the class on the 25th day of the quarter.
3. Additional compensation will not apply to fitness lab classes.
4. The amounts listed in the compensation table are for five-credit classes and will be prorated for the actual credit load of the class or assignment.
5. Faculty who teach classes concurrently (classes taught by the same instructor at the same time) will also qualify for large class compensation based on the total enrollment.

Section O. Special Assignments

Extra contractual duties may be compensated with special assignments by administration in consultation with the AHE. Special assignments can be paid as a stipend or as course release time. All such assignments would be communicated to the AHE President by May 15 every year.

Section P: Memorandum of Understanding

The MOU from 25-26 regarding HB 2158 shall be revisited annually by the District with a dedicated task force. The MOU from 25-26 shall remain in place for 26-27 academic year. The District intends to maintain funding nurse educator salaries as the legislature intended.

APPENDIX B. DISMISSAL OF FACULTY MEMBER

Appendix B shall NOT apply to grievances and/or arbitrations.

The following RCWs are for reference only:

RCW 28B.50.861

Faculty tenure—Dismissal only for sufficient cause.

The 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.

RCW 28B.50.863

Faculty tenure—Review prior to dismissal—Scope—Recommendations of review committee.

Prior to the dismissal of a tenured faculty member, or a faculty member holding an unexpired probationary faculty appointment, the case shall first be reviewed by a review committee. The review shall include testimony from all interested Parties including, but not limited to, other faculty members and students. The faculty member whose case is being reviewed shall be afforded the right of cross-examination and the opportunity to defend himself or herself. The review committee shall prepare recommendations on the action they propose be taken and submit such recommendations to the appointing authority prior to their final action.

RCW 28B.50.864

Faculty tenure—Appeal from decision for dismissal—Procedure.

Any faculty member dismissed pursuant to RCW 28B.50.850 through 28B.50.869 shall have a right to appeal the final decision of the appointing authority in accordance with RCW 34.05.510 through 34.05.598.

RCW 28B.50.869

Faculty tenure—Review committees, composition—Selection of faculty representatives, student representative.

The review committees required by RCW 28B.50.850 through 28B.50.869 shall be composed of members of the administrative staff, a student representative, and the faculty. The representatives of the faculty shall represent a majority of the members on each review committee. The members representing the faculty on each review committee shall be selected by a majority of the faculty and faculty department heads acting in a body. The student representative, who shall be a full-time student, shall be chosen by the student association of the particular community or technical college in such manner as the members thereof shall determine.

RCW 28B.10.648

Employees—Peer review committees—Members' immunity—Proceedings—Statement of reasons—Legal representation of members.

1. Employees, agents, or students of institutions of higher education serving on peer review committees which recommend or decide on appointment, reappointment, tenure, promotion, merit raises, dismissal, or other disciplinary measures for employees of the institution, are immune from civil actions for damages arising from the good faith performance of their duties as members of the committees. Individuals who provide written or oral statements in support of or against a person reviewed are also immune from civil actions if their statements are made in good faith.
2. Peer review proceedings shall be pursuant to rules and regulations promulgated by the respective institutions of higher education.

3. Upon the request of an evaluated person, the appropriate administrative officer of the institution shall provide a statement of the reasons of the peer review committees and of participating administrative officers for a final unfavorable decision on merit, promotion, tenure or reappointment. In the case of a disciplinary or dismissal proceeding, a statement of reasons shall be provided by the reviewing committee to the evaluated person for any decision unfavorable to such person.
4. The institutions of higher education shall provide legal representation for any past or current members of the peer review committee and for individuals who testify orally or in writing in good faith before such committee in any legal action which may arise from committee proceedings.

Section A. Notice

1. After it is determined that dismissal proceedings shall be initiated, the District President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the causes(s) to the affected employee(s), and provide copies to the dismissal review committee.
2. The notice shall include:
    a. A statement of the time, place, and nature of the hearing. The hearing must be held not less than 10 days after written notice.
    b. A statement of the legal authority and jurisdiction under which the hearing is to be held.
    c. A reference to the particular rules of the District that are involved.
    d. A short and plain statement of the matters asserted.
        i. In the case of a reduction in force (RIF), such notice shall include a statement of
            (a). the grounds for RIF as delineated in this section, and
            (b). the basis for selection of the affected faculty member.
        ii. Such notice shall clearly indicate that the separation is not due to the job performance of the faculty member and is without prejudice to such a faculty member, and, in addition, shall indicate the basis for RIF.
        iii. The notice must also indicate the effective date of separation from service.

Section B. Request for Hearing

1. The affected faculty member shall have 10 days from the date of the notice of dismissal to make a written request for a hearing.
2. If the affected faculty member does not request such a hearing from the District President within seven days, the District President shall request a written determination from the employee as to whether he/she wishes to avail himself/herself of the right to a hearing.
3. If the faculty member fails to respond within the 10 days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing.
4. The decision of a faculty member not to request a hearing shall be communicated to the dismissal review committee and to the Board.
5. Furthermore, a timely written request for a hearing within the above 10-day period is deemed jurisdictional.

Section C. Procedural Rights of Affected Employees

An affected faculty member who has requested a hearing shall be entitled to one formal contested case hearing pursuant to the Administrative Procedure Act (APA) and shall have the following procedural rights:

1. The right to confront and cross-examine adverse witnesses, provided that when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least 10 days prior to the hearing on the matter toward which the testimony of the witness is considered material.
2. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.
3. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.
4. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW Chapter 34.05.
5. The right to counsel of his/her choosing who may appear and act on his/her behalf at the hearings.
6. The right to have witnesses sworn and testify under oath.

Section D. Hearing Officer

1. Appointment:
    a. Upon receipt of a request for a hearing from an affected faculty member, the District President shall notify the Board and request that the Board appoint an impartial hearing officer.
    b. When the appointment has been made, the Board shall notify the Parties and dismissal review committee of the appointment, specifying the name of the hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association, or a person adhering to the arbitration standards established by the Public Employment Relations Commission and listed on its current roster of arbitrators. The Association shall be consulted prior to the appointment of the hearing officer. In the event that the termination is a RIF, special provisions regarding selection and funding of the hearing officer may apply.
2. Duties: It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW 34.05. The duties of the hearing officer include:
    a. Administering oaths and affirmations, examining witnesses, and receiving evidence. No person shall be compelled to divulge information which he/she could not be compelled to divulge in a court of law.
    b. Issuing subpoenas.
    c. Taking or causing depositions to be taken pursuant to rules promulgated by the institution.
    d. Regulating the course of the hearing.
    e. Holding conferences for the settlement or simplification of the issues by consent of the Parties.
    f. Disposing of procedural requests or similar matters.
    g. Making all rulings regarding the evidentiary issues presented during the course of the dismissal review committee hearings.
    h. Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearings as directed by the hearing officer.

i. Allowing the dismissal review committee to hear testimony from all interested Parties, including but not limited to faculty and students, and reviewing any evidence offered by same.

j. Meeting in conference with the dismissal review committee after the conclusion of the hearing. The hearing officer shall serve as a nonvoting member of the committee and shall prepare proposed findings of fact, conclusions of law, and a recommended decision, as directed by the committee. These written recommendations shall be prepared as soon as reasonably practicable, but in no event longer than 30 days after the conclusion of the formal hearing or within 10 days in the case of a RIF. After the committee has approved the written recommendations, they shall be presented to the District President, the affected faculty member and the Board.

k. Responsibility for preparing and assembling, for review by the Board, a record which shall include:

   i. All pleadings, motions and rulings.

   ii. All evidence received or considered.

   iii. A statement of any matters officially noted.

   iv. All questions and offers of proof, objections and rulings thereon.

   v. The proposed findings, conclusions of law and a recommended decision of the dismissal review committee.

l. Deciding, with advice from the dismissal review committee, whether the hearing shall be open, or whether particular persons should be permitted or excluded from attendance.

m. Assurance that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any Party to the hearing upon request and payment of costs.

n. Consolidation of individual RIF hearings into a single hearing. In the case of RIF, the hearings shall be consolidated; only one such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.

o. Taking any other action authorized by rule consistent with this Chapter (RCW 34.05).

p. In the case of a RIF, the following rules shall govern the formal hearing:

   i. The hearing shall be concluded by the hearing officer within 60 days after written notice of the RIF has been issued.

   ii. The only issue to be determined shall be whether under the applicable policies, rules or Agreement, the particular faculty member(s) advised of severance are the proper ones to be terminated.

   iii. Any findings, conclusions of law, and the recommended decision shall not be subject to further dismissal review committee action.

Section E. Dismissal Review Committee

1. Establishment: A dismissal review committee is hereby established as provided in RCW 28B.50.869 composed of members of the administrative staff, the full-time faculty, and a full-time student.

2. Composition: The dismissal review committee shall consist of two members representing the administrative staff, four tenured faculty members representing the teaching faculty, and one student representative who shall be a full-time student chosen by the associated student body. The administrative representatives shall be appointed by the District President. The

representatives of the faculty shall be selected by a majority of the full-time faculty acting in a body.

3. Organization:
    a. Selection of Faculty Representatives: Prior to October 1 of each academic year, the Association President and the Vice President of Instruction shall convene the full-time faculty for the purpose of selecting four faculty representatives to the dismissal review committee.
    b. Length of Term:
        i. Full-time faculty representatives on the dismissal review committee shall be elected to a three-year term.
        ii. The terms of the regularly elected representatives shall commence on October 1 of the year in which they are elected and shall expire on September 30 of the year in which their term expires, but shall continue until their successors are elected.
        iii. The initially elected representatives shall draw lots for a one-, two- or three-year term. When a vacancy occurs in one or more of the unexpired terms, the Vice President of Instruction and the Association President shall convene the full-time faculty as soon as possible in order to elect a representative to fill the unexpired term. No faculty member shall succeed himself/herself until at least a one-year interval has elapsed.
        iv. The District President shall appoint the administrative representatives prior to October 1 of each academic year and shall set the date that the dismissal review committee shall meet for organization. The terms of the administrative representatives shall commence on October 1 of the year in which they are appointed and shall expire on September 30 of the year in which their term expires and shall continue until their successors are appointed.
4. Responsibilities:
    a. The responsibilities of the committee shall be:
        i. To review the case of the proposed dismissal.
        ii. To attend the hearing and, at the discretion of the hearing officer, call and/or examine any witnesses.
        iii. To hear testimony from all interested Parties, including but not limited to other faculty members and students and review any evidence offered by same.
        iv. To arrive at its proposed findings, conclusions of law and recommendations in conference on the basis of the hearing. Said recommendations shall be reduced to writing by the hearing officer at the direction of the committee. However, the committee retains the ultimate right to approve the written recommendations as soon as reasonably practicable, but in no event longer than 30 days after the conclusion of the formal hearing and within 10 days in the case of a RIF, the written recommendations of the committee shall be presented to the District President, the affected faculty member and the Board.
    b. The committee has the right of counsel.
5. Matters of Self: In no case shall a member of the committee sit in judgment of his/her own case, or the case of his/her spouse, parent or child.
6. Immunity: Committee members are immune from civil actions for damages arising from the good faith performance of their duties as members of the dismissal review committee. The

District shall provide legal representation for any past or current members of the dismissal review committee in any legal action which may arise from committee proceedings.

Section F. Final Decision by the Board

The case shall be reviewed by the Board, as follows:

1. Board review shall be based on the record of the hearing below and on any record made before the Board.
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 after giving reasonable consideration to the recommendations of the dismissal review committee.
5. The dismissal review committee's proposed findings, conclusions and recommended decision shall be advisory only and in no respect binding in fact or law upon the Board.
6. The Board shall, within 20 days following the conclusion of its review, notify the charged faculty member in writing of its final decision, and the effective date of dismissal, if any.

Section G. Effective Date of Dismissals

1, The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.).
2. In the case of a RIF, 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 contract.
3. In the case of a RIF, separation from service after formal hearing shall become effective upon final action by the Board.

Section H. Suspension

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

Section I. Appeal from Board of Trustees Decision

1. Pursuant to RCW 34.05, the faculty member shall have the right to appeal the final decision of the Board within 30 days after service of the final decision.
2. The filing of an appeal shall not stay enforcement of the decision of the Board.

APPENDIX C. HIRING STANDARDS AND PROCEDURES

Section A. Hiring Standards

Chapter 131-16 WAC (Washington Administrative Code) titled WASHINGTON STATE COMMUNITY AND TECHNICAL COLLEGE PERSONNEL STANDARDS shall apply to the hiring of all faculty.

1. Full-Time Instructional Faculty:
    a. Academic Faculty:
        i. A master's degree with an emphasis in the major assigned teaching area is required.
        ii.. If the applicant meets the needs of the District but does not have a master's degree, their application shall be considered if the following conditions apply:
            (a). Applicant has a bachelor's degree plus 24 completed quarterly graduate hours with an emphasis in the major assigned teaching area; and
            (b). Applicant agrees to complete a master's degree within three calendar years in the major assigned teaching area.
    b. Professional/Technical Faculty:
        i. Must hold or qualify for a valid vocational-technical education certificate as specified by the Washington State Board for Community and Technical Colleges, WAC 131-16-091.
        ii. In fields where degrees are normally available, a bachelor's degree is required.
        iii. In fields where degrees are not normally available, preference may be given to a candidate who holds a bachelor's degree if all other qualifications are equal.
        iv. If the applicant meets the needs of the District but does not hold a bachelor's degree, their application may be considered if the following conditions apply:
            (a). They hold or qualifies for a valid certificate in occupational/technical education as specified by WAC 131-16-091; and
            (b). They agree to develop a plan for the completion of a bachelor's degree. Progress toward the degree will be monitored at the time of recommendation for tenure and at each post-tenure review evaluation, and at equivalent time intervals for non-tenure-track faculty.
2. Librarian Faculty:
    a. Applicant holds a master's degree from an ALA accredited library school; or
    b. Applicant holds a master's degree in library science and demonstrated skills; or
    c. Applicant holds a bachelor's degree in library science plus five years' experience and demonstrated skills.
3. Counselor Faculty:
    a. A master's degree with an emphasis in the major assigned area is required.
    b. If the applicant meets the needs of the District but does not have a master's degree, their application shall be considered if the following conditions apply:
        i. Applicant has a bachelor's degree plus 24 completed quarterly hours with an emphasis in the major assigned area; and
        ii. Applicant agrees to complete a master's degree within three calendar years in major assigned areas.

4. Part-Time Faculty: Part-time instructors for college credit classes shall have the minimum credentials specified in WAC 131-16-080 through 091. Part-time faculty appointments are made at the discretion of the appropriate administrator without necessitating a hiring committee. The appropriate administrator may invite faculty or other administrative input into the selection process, but retains authority over the assignment decision.

Section B. Hiring Procedures

1. Full-Time Faculty:

   a. Human resources, with input from the Dean/Director and the department faculty, shall prepare a position announcement. If departmental faculty are not available, a faculty member from the division will have an opportunity to provide input. Any subsequent changes made to the position announcement will be determined by the appropriate administrator with input from departmental faculty. The AHE President will be notified of pending position announcement within 10 days.

   b. The position announcement for all full-time faculty positions shall be officially posted internally for five days. Should a full-time tenured faculty member, probationary faculty member, or a full-time non-tenure track faculty member that has received at least three annual reviews desire the position being announced, they shall be given the opportunity to meet with the District President to discuss the position or transfer. If a qualified faculty member has expressed an interest, the Vice-President of Instruction to discuss the position regarding their interest in the position and consideration for transfer or transfer. If the VPI, after discussing with the relevant department, finds the faculty member qualified, they will be referred to the President for approval, the District President has five days to decide whether or not to make an appointment. The District President will make the final decision.

   c. If the District President does not appoint a current full-time tenured faculty member, probationary faculty member, or a full-time non-tenure track faculty member that has received at least three annual reviews within five days of the close of the internal posting, the position will be advertised externally by the human resources office in accordance with District procedures.

   d. Any employee who does not meet the criteria stated in Section B.1.b, may apply for internal postings and be considered by the committee prior to an external posting.

   e. Prior to an external posting, the hiring authority, along with the committee will determine if they want to post externally or complete a full interview process with only the internal candidate(s). If the committee elects to post externally, the internal candidate(s) may still apply through the external process.

   f. The external posting shall designate scheduled interview dates. The District shall make every effort to conclude the hiring process through an offer of employment within 45 days. Should the process exceed 45 days, the appropriate administrator shall provide written notice to the AHE President stating the reasons for delay and an anticipated timeline for conclusion.

   g. Each applicant must submit a complete application file as defined in the announcement by the announced closing date.

   h. The screening committee will consist of the appropriate administrator; three faculty members, tenured when available, including one member from the teaching area of the division being recruited, if available, and two other faculty members. The Vice President of Instruction is an ex-officio member and has the right to participate in the screening committee or meet separately with the candidates. A human resource representative shall facilitate the process and shall be present at all committee meetings in a non-voting

capacity. Faculty members available for the designated interview dates will be appointed by the AHE President per Article 6.

i. If a member of the committee has reason to believe that a violation of the hiring procedure has occurred, they shall immediately notify the Human Resources Administrator or designee and the Association. Upon such notification, the hiring process will be suspended until the question of the violation has been resolved to the satisfaction of the committee.

j. The appropriate administrator or designee will call and lead the initial face-to-face meeting of the committee to determine the specifics of the interview process, including the following:

    i. Review and discuss the hiring Appendix to inform and re-familiarize faculty to the hiring process.

    ii. Choose a faculty lead, preferably in the teaching area being hired for.

    iii. Discuss screening criteria based on the job posting.

    iv. Discuss interview questions with a review of previous questions.

    v. Discuss the teach/presentation including topic(s) and criteria.

k. The appropriate administrator will screen the candidates for minimum qualifications. Members of the department, or division if department faculty are not available, will be consulted if needed.

l. The human resources office will make the final application pool available to the committee electronically, including the following information:

    i. Job posting.

    ii. Instructions for accessing the applications for candidates selected for review by the committee.

    iii. A draft of the interview questions.

    iv. Deadline for application review.

    v. Confidentiality statement.

    If the hiring authority excludes any candidates, they will provide a summary of the excluded applicants to the hiring committee.

m. Each voting member of the committee (appropriate administrator and three faculty) will rate the candidates based on the screening criteria.

n. The appropriate administrator or designee will call the face-to-face meeting of the committee to discuss the top-rated candidates; decide on the final list of candidates to be interviewed and reference-checked; and finalize interview and reference questions and teach/demonstration topic.

o. The committee will be notified when the interview schedule is finalized. Committee members will need to be available on the designated day to participate. Interviews will generally be one full day. The committee will also be notified of any scheduling conflicts, including candidates who need to interview from off-campus.

p. The human resources representative will facilitate the interviews. The faculty lead will provide an introduction to the department.

q. At the conclusion of the interviews, the committee, including the Vice President of Instruction, will debrief to discuss the candidates. The committee will determine which candidate(s) is (are) the preferred candidate(s).

r. The faculty lead and the Vice President of Instruction will inform the District President of the committee's top choice(s) for the position. At this time the District President may share relevant information with the committee. The District President may meet with the committee for further discussion. The District President may decline the recommendation of the hiring committee. If the committee's recommendation is countermanded by the District President, the Vice President of Instruction, as a member of the committee, will provide feedback.

s. The Human Resources Administrator shall conduct a final reference check, if needed, on behalf of the hiring committee and the District President and report findings to the District President.

t. If a recommended candidate declines the position, the District President may reconvene the committee to discuss the matter. The District President will either direct the committee to recommend a different candidate, continue its search, or dismiss the committee and start the search at a later date with a new committee. This decision shall be communicated in writing to the committee members and the AHE President.

u. After selection has been made and the candidate has accepted, the members of the committee will be notified of the choice, prior to the rest of the college staff or members of the community. The committee is dismissed.

2. Dean and Executive Level Staff Hiring: At least two voting tenured faculty, selected by the hiring authority, will serve on hiring committees for dean and executive level administrators. The hiring authority may consult with the AHE President

APPENDIX D. FACULTY TITLES

1. The titles listed below are intended to reflect the professional status of faculty at Wenatchee Valley College (WVC).
2. For promotions to associate professor, senior associate professor, and senior professor the promotion shall be accompanied by one promotional step equivalent to one step on the full-time faculty salary schedule. The promotion to a new level of professorship does not increase a faculty member's seniority/ranking in their division nor their placement on the RIF lists.

Assistant Professor:	Full-time pre-tenure (probationary) faculty or full-time non-tenure track faculty in their first three years of full-time service.
Associate Professor:	Full-time faculty who have been awarded tenure by the Board of Trustees or non-tenure track full-time faculty who are continued into a fourth year. This title holds until the faculty member has completed their first post-tenure review or equivalent non-tenure track review.
Senior Associate Professor:	Full-time faculty who have completed their first post-tenure review or equivalent non-tenure track review.
Professor:	Full-time faculty who have completed two post-tenure reviews or equivalent non-tenure track reviews.
Senior Professor:	Full-time faculty who have completed three or more post-tenure reviews or equivalent non-tenure track reviews.
Part-time Faculty (Adjunct Faculty):	All employees who teach for the college on a part-time basis with quarterly contracts.

APPENDIX E – SALARY SCHEDULE & PRACTICES

Section A. Salary Schedule

		AY27		AY28		AY29	
	25-26 full salary minus HD&Increment + $700	Initial Base + IPD	Base + HD + TSSA	26-27 Base + IPD	Base + HD + TSSA	27-28 Base + IPD	Base + HD + TSSA
Step	**Initial Base Salary**	**2026-27 Base Salary**	**2026-27 Full Salary**	**2027-28 Base Salary (est)**	**2027-28 Full Salary (est)**	**2028-29 Base Salary (est)**	**2028-29 Full Salary (est)**
1	$66,656	$68,389	$73,689	$70,167	$74,667	$71,992	$76,492
2	$68,773	$70,561	$75,861	$72,396	$76,896	$74,278	$78,778
3	$70,890	$72,733	$78,033	$74,624	$79,124	$76,564	$81,064
4	$73,007	$74,905	$80,205	$76,853	$81,353	$78,851	$83,351
5	$75,123	$77,076	$82,376	$79,080	$83,580	$81,136	$85,636
6	$77,241	$79,249	$84,549	$81,310	$85,810	$83,424	$87,924
7	$79,357	$81,420	$86,720	$83,537	$88,037	$85,709	$90,209
8	$81,475	$83,593	$88,893	$85,767	$90,267	$87,997	$92,497
9	$83,591	$85,764	$91,064	$87,994	$92,494	$90,282	$94,782
10	$85,707	$87,935	$93,235	$90,222	$94,722	$92,567	$97,067
11	$87,824	$90,107	$95,407	$92,450	$96,950	$94,854	$99,354
12	$89,941	$92,279	$97,579	$94,679	$99,179	$97,140	$101,640
13	$92,058	$94,452	$99,752	$96,907	$101,407	$99,427	$103,927
14	$94,174	$96,623	$101,923	$99,135	$103,635	$101,712	$106,212
15	$96,291	$98,795	$104,095	$101,363	$105,863	$103,999	$108,499
16	$98,407	$100,966	$106,266	$103,591	$108,091	$106,284	$110,784
17	$100,524	$103,138	$108,438	$105,819	$110,319	$108,571	$113,071
18	$102,642	$105,311	$110,611	$108,049	$112,549	$110,858	$115,358
19	$104,758	$107,482	$112,782	$110,276	$114,776	$113,143	$117,643
20	$106,875	$109,654	$114,954	$112,505	$117,005	$115,430	$119,930
21	$108,992	$111,826	$117,126	$114,733	$119,233	$117,716	$122,216
22	$111,109	$113,998	$119,298	$116,962	$121,462	$120,003	$124,503
23	$113,227	$116,171	$121,471	$119,191	$123,691	$122,290	$126,790
24	$115,345	$118,344	$123,644	$121,421	$125,921	$124,578	$129,078
25	$117,462	$120,516	$125,816	$123,649	$128,149	$126,864	$131,364

26	$119,580	$122,689	$127,989	$125,879	$130,379	$129,152	$133,652
27	$121,697	$124,861	$130,161	$128,108	$132,608	$131,438	$135,938
28				$130,336	$134,836	$133,725	$138,225
29						$136,011	$140,511

1. In the above salary schedule:
    a. The AY27 Base Salaries are calculated using the Initial Base salaries plus a 2.6% IPD increase. The AY27 Full Salaries include the $4000 High Demand amount and the agreed upon Turnover and Salary Savings Allotment (TSSA) of $1300 per full-time faculty member for AY27.
    b. The AY28 and AY29 salaries are estimated based on an estimated 2.6% IPD and an estimated $500 TSSA. The salary schedules for AY28 and AY29 will be adjusted to accurately reflect IPD rates and TSS Allotments in advance of the District issuing contracts for those years.

Section B: Salary Schedule Practices

1. **Salary Schedule Calculations:** Salary schedule calculations shall be done collaboratively by the AHE Salary Committee or designee(s) and the District's designee(s).
2. **Initial Base Salary**: The initial base salary schedule, used to start the salary schedule calculations for this Agreement, was calculated by taking the 2025-26 full salary schedule, subtracting the 2025-26 High Demand and college-funded increment, and then adding back in $700 to each step. The Initial Base Salary shall only be used to determine the 2026-27 Base Salary Schedule for this contract.
3. **Base Salary**: The base salary schedule for each Academic Year is calculated using the previous academic year's base salary schedule and adding to each step an increase equal to the full IPD rate for that step.
4. **Cost of living adjustment rate**: The District shall use the full IPD rate for the duration of this agreement, unless legislatively mandated to use a different metric for cost of living adjustments.
5. **Full Salary**: The Full Salary Schedule for each Academic Year is calculated by taking that year's Base Salary Schedule, and adding the High Demand (HD) amount and the Turnover and Salary Savings Allotment (TSSA) for that academic year.
    a. **High Demand amount (HD)**: A temporary increase of $4000 for the academic year shall be added to each step of the Base Salary Schedule as the High Demand amount. In the event that the Washington State Legislature discontinues STEM High-Demand funding during the dates of this contract, the High Demand amount will no longer be included in the full salary calculations for any upcoming years governed by this contract.
    b. **Turnover and Salary Savings Allotment (TSSA)**: Each academic year, the District shall calculate the total Turnover and Salary Savings expected for the upcoming academic year. To calculate the TSSA amount for redistribution, the total savings amount shall be divided by the total number of full-time faculty employed for the upcoming academic year (returning full-time faculty and completed new hires scheduled to begin summer or fall quarters). This TSSA amount shall be added to each step of the Base Salary as a temporary increase for that academic year.

i. Should the calculated TSSA amount exceed $2000, the Association agrees that a TSSA of $2000 shall fulfill the District's obligation for redistributing these savings for that academic year.

ii. Should the TSSA fall below $500, the District agrees to fund a minimum TSSA amount of $500 for that academic year.

6. **Adding Steps to the Salary Schedule**: The difference between the highest two steps on the Base Salary schedule shall be used to determine the Base Salaries for new steps added to the Salary Schedule.

   a. To calculate the Base Salary amount for a new step on the salary schedule:

      i. First create the new Base Salary Schedule for the new academic year, then determine the difference between the two highest steps of the new Base Salary Schedule, and finally, add that amount to the Base Salary of the highest step to create the Base Salary for the newly added step.

   b. For AY27, no new steps shall be added to the salary schedule.

   c. For AY28, one new step shall be added.

   d. For AY29, one new step shall be added.

APPENDIX F. GRIEVANCE FORM

LOCAL ASSOCIATION: Wenatchee Valley College AHE

Identifier: (e.g., 23-24): Click or tap here to enter text.

NAME OF GRIEVANT: Click or tap here to enter text.

DATE OF GRIEVANCE: Click or tap to enter a date.

ADMINISTRATOR AT INFORMAL DISCUSSION: Click or tap here to enter text.

Specific Articles and/or Sections of the Agreement that were purported violated:

Click or tap here to enter text.

Specific description(s) of violation(s):

Click or tap here to enter text.

STEP OF GRIEVANCE:

Step 1 - Appropriate Administrator (name added by HR): Click or tap here to enter text.

Date Step 1 commences: Click or tap to enter a date.

Date of the Step 1 meeting: Click or tap to enter a date.

Step 2 - President (Association only):

Date Step 2 commences: Click or tap to enter a date.

Date of the Step 2 meeting: Click or tap to enter a date.

Step 3 - Mediation (by mutual agreement of the AHE and Administration):

Date Step 3 commences: Click or tap to enter a date.

Date of the Step 3 mediation: Click or tap to enter a date.

Step 4 - Arbitration (Association only):

Date Step 4 commences: Click or tap to enter a date.

Date of the Step 4 arbitration: Click or tap to enter a date.

REMEDY SOUGHT:

Must be completed and submitted to Human Resources at the beginning of Step1.

The District shall:

Click or tap here to enter text.

The grievant shall be made whole by:

Click or tap here to enter text.

Plus, any other remedy deemed appropriate by an arbitrator, should the Parties fail to resolve this grievance at lower levels of the procedure.

Signatures:

GRIEVANT: _____

GRIEVANCE CHAIR: _____

APPENDIX G: DEPARTMENT CHAIR/PROGRAM COORDINATOR STIPENDS

Section A: Stipend Units

Departments and Programs	Number of Stipend Units
Accounting	3
Agriculture	3
American Indian and Indigenous Studies	1
Anthropology	1
Art	3
Automotive Technology	3
Behavioral Health (BAS-BH)	3
Biology	3
Business (Transfer)	2
Business Computer Technology	3
Chemical Dependency	3
Chemistry	2
Chicano Studies	1
Communications	2
Computer Technology and Systems	3
Counseling	2
Criminal Justice	3
Digital Design and Drafting	3
Economics	1
Early Childhood Education	1
Engineering (AS-T)	3
English (Transfer)	10
Environmental Systems and Refrigeration Technology	3
Exercise Science	2

Geography	1
History	2
Humanities	1
Industrial Technology	3
Mathematics	10
Medical Assistant	4
Medical Laboratory Technology	4
Natural Resources	1
Omak Faculty	10
Nursing Assistant	2
Pharmacy Technician	3
Philosophy	1
Physics	1
Political Science	1
Psychology	2
Radiologic Technology	4
Sociology	2
Spanish (World Languages)	2
Student Development Skills (non-Math)	1
Transitional Studies	2
Welding	3
Write Lab	3

This stipend table is open for negotiations with the AHE salary committee if a department was overlooked, if the college adds a new department or program, or if a department or program experiences significant growth.

MEMORANDUM OF AGREEMENT

Between Wenatchee Valley College

And

Wenatchee Valley College AHE

Distribution of State Allocated Funding for Nurse Educator Salaries for the 2026-2027 academic year

Whereas HB 2158 had previously authorized and appropriated dollars solely to increase nurse educator salaries and add additional nursing faculty positions and in Spring of 2025 the legislature has moved the monies into the general fund, Wenatchee Valley College and the Wenatchee Valley College AHE hereby agree to continue disbursements of these funds ($735,243.68) for the upcoming 2026-2027 without changing the use of these funds. The funds will be disbursed for this upcoming Academic year according to the following:

1. **The funding of three (3) full-time tenure-track nursing faculty positions in the NAC, ADN, and BSN nursing programs.** These faculty members will be hired in accordance with Appendix C and placed on the salary schedule in accordance with Appendix A, Section B. The allocation for these positions will be set at Step 7 of the of the 2026-27 salary schedule in Appendix A, Section A plus any additional payroll taxes and retirement matches. Approximately $114,717 per position. The total approximate allocation of this item is $344,000.

2. **The funding of lead nursing faculty stipends.** These stipends will be distributed at the end of each of the four (4) quarters and are equivalent to $12,000/X where X is the number of lead nursing faculty. The funding for these stipends also covers the college's additional payroll taxes and retirement match for the 2026-2027 academic year. The total approximate allocation of this item is $48,000.

3. **The funding of part-time nursing faculty.** This funding will be through a contribution to the salary schedule in Appendix A, Section A. The total approximate allocation of this item is $54,000.

4. **The funding of an annual stipend for full-time nursing faculty in the NAC, ADN and BSN nursing programs.** The total approximate allocation of this item is $289,000 for parts (a) and (b).

a. **The funding of the salary schedule in Appendix A.** The annual stipend in item four for each full-time nursing faculty in the NAC, ADN, and BSN nursing programs will be reduced by $4000 in order to add $4000 to the salary schedule in Appendix A, Section A. Each full-time nursing faculty in the NAC, ADN and BSN nursing programs still receives their full stipend, but a portion of it will be delivered through the salary schedule in Appendix A, Section A. The cost of this item is $4,000x X where X is the number of full- time nursing faculty plus one (Director of Nursing Programs).

b. **The funding of a stipend for the Director of Nursing Programs and all Full-Time faculty:** The Director of Nursing Programs will receive the same total stipend that full-time part-time nursing faculty in the NAC, ADN, and BSN nursing programs receive. This stipend is equivalent to remaining funds (currently set at $237,000) divided by X These stipends will be distributed in equal portions at the end of fall, winter, and spring quarters to full-time faculty who have taught the entire quarter and turned in end-of-quarter grades. The funding for these stipends also covers the college's additional payroll taxes and retirement match for the 2026-2027 academic year.

5. The AHE negotiating team and the WVC administration negotiating team will meet in April 2027 to negotiate allocation of any remaining funds in the 2026-2027 budget.

6. The WVC Business Office will prepare two accounting/expenditure reports to be provided to the AHE on or before January 30, 2027, and by May 20, 2027.

7. The parties agree to meet in May 2027 to review the status of the distribution of High Demand Nursing Funds. Any funds that have not been allocated as specified in this MOU and prior to June 30, 2027, will require negotiation with the AHE regarding their allotment to the full-time nursing faculty and the nursing director.

8. As the HB 2158 High Demain nursing funding has moved into the general fund in the legislative biennium 2024-2026 budget, and as negotiated in the 2026-2029 AHE contract, WVC and WVC AHE agree to meet and negotiate/collectively bargain the impacts/effects of this and any future changes/amendments for the 2027-2028 Academic year, starting no later than February 2027.

9. This MOU will be in effect for the duration of the 2026-2027 academic year.

Date: 9/15/2026

Micky R Jennings

Wenatchee Valley College ~~AHE~~

Date: 15 OCT 26

TOD TREAT

Wenatchee Valley College Administrator

VPI