



AGREEMENT

**Lower Columbia College
Faculty Association of
Higher Education**

and

**The Board of Trustees,
Community College District 13**

July 1, 2014 – June 30, 2017

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PREAMBLE

This Agreement is by and between the Board of Trustees of Lower Columbia College District 13 and the Lower Columbia College Faculty Association of Higher Education. The term "LCCFAHE" used hereinafter shall mean the Lower Columbia College Faculty Association of Higher Education. The term "District" used hereinafter shall mean the Board of Trustees or its lawfully designated representatives.

SECTION I : GENERAL PROVISIONS

ARTICLE 100: ADMINISTRATION

101 EXCLUSIVE RECOGNITION

The District recognizes the LCCFAHE as the exclusive bargaining agent per RCW 28B.52, as now or hereinafter amended, for all academic employees employed by the District.

102 APPLICABILITY AND DEFINITIONS

102.1 Applicability

This Agreement sets forth the terms and conditions of employment for all academic employees of the District. Disputes related to the classification of employees shall be handled by the Public Employment Relations Commission. For purposes of this Agreement, the terms "part-time, adjunct, and affiliate" shall refer to faculty employed on quarterly contracts. Under no circumstances do any of these terms imply obligation of continuing employment at or by Lower Columbia College.

102.2 Definitions

- A. The term "academic employee" is, for the purposes of this Agreement, interchangeable with the terms "faculty" and "instructor," and includes all teachers, counselors, librarians, faculty department heads, faculty program coordinators, and faculty program directors, whether full or part-time, consistent with RCW 28B.52.020.
- B. The term "appropriate supervising administrator" shall mean the Dean or Vice President for the unit to which the academic employee is assigned.
- C. The term "appropriate administrator" shall mean any administrator, administrative director, or support staff authorized by the District,

President, Vice President, or Dean to perform functions related to items specified in this agreement.

- D. The term “teaching effectiveness plan” is, for the purposes of this agreement, interchangeable with the terms “professional development plan,” “professional improvement plan,” or other terms used in State Board for Community and Technical Colleges policies and procedures, Revised Code of Washington, Washington Administrative Code, and other laws, rules, and regulations related to maintaining and improving the competencies of faculty.
- E. The term “Cooperative Education” refers to supervised work-based learning.
- F. The term “Cooperative Education Instructor Coordinator” refers to a faculty member participating in a work-based learning agreement with a student and the work site supervisor.
- G. The term “Work-based Learning Coordinator” refers to the District staff person coordinating cooperative education among faculty, enrolled students and job sites.

103 RETIREMENT SYSTEM

Such matters shall be handled in accordance with the laws of the State of Washington as they now exist or hereafter may be amended.

104 STATUS OF AGREEMENT

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

105 CONFORMITY TO LAW

It is the belief of both parties that all provisions of this Agreement are lawful and in compliance with the RCWs and WACs of the State of Washington, including the State’s Ethics Law (RCW 42.52) which supersedes all other College policies. If any section of this Agreement should be found to be unlawful, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement of such section. Whenever possible, disputes regarding the interpretation of such statutes shall be addressed utilizing the Presidential Conference process (Article 202.9). However, nothing in the section precludes either party from exercising other legal or contractual remedies. Pursuant to 28B.52.035, no provision of Articles 500 or 900 shall exceed the dollar amount or percent established by the Legislature in the Appropriations Act and the allocation to the

Board of Trustees by the State Board for Community and Technical Colleges. If any provision of Articles 500 or 900 are changed by subsequent modification of the Appropriations Act by the Legislature, both parties shall immediately enter into collective bargaining for the sole purpose of arriving at a mutually agreed-upon replacement for the provision in question.

106 DISTRIBUTION OF AGREEMENT

Within thirty (30) calendar days following ratification and signing of this Agreement, the District shall post a copy of this agreement to the District website. The District shall provide a print copy to an academic employee upon request. The style and format shall be mutually determined by the District and the LCCFAHE prior to printing. Additional copies shall be provided to the LCCFAHE and will also be available in Human Resource Services. All new academic employees will be informed of how to access this agreement by the District upon issuance of their initial contract. This Agreement shall be available upon request to any applicant applying for a faculty position.

107 CALENDAR AND CONTRACT YEAR

For calendars prepared during the term of this Agreement, the following shall apply:

- A. An academic year shall be defined as Fall, Winter and Spring quarters
- B. A contract year for a full-time academic employee shall be three (3) instructional quarters consisting of 173 days (or equivalent).
- C. The Governance Council shall be involved in developing the annual calendar(s). Fall in-service week will have one planning day with no required meetings. A good-faith effort will be made to schedule one work day with no meetings during fall and winter final exam weeks.

108 CONTRACT MAINTENANCE TEAM

108.1 Purpose and Membership

The contract maintenance team is established for the purpose of carrying out regular, reoccurring contract maintenance and interpreting existing contract language in specific sections of the contract as listed below. The team shall consist of three (3) faculty members selected by the LCCFAHE and three (3) administrative representatives appointed by the college president. The team shall meet as needed to accomplish the following tasks:

- A. Establish appropriate reduction-in-force units at the beginning of Fall Quarter each academic year.

- B. Distribute salary enhancement and cost-of-living money made available by the legislature according to the provisions of this contract.
- C. Identify and distribute turnover dollars and salary increment money provided by the legislature.
- D. Review faculty evaluation form(s) and oversee needed modifications.

108.2 Contract Re-opener Requests

Requests by either party to re-open a contract section as outlined in Article 110 shall be initiated through the Contract Maintenance Team. Such requests are subject to the approval of each party's respective constituencies.

109 GOVERNANCE

- A. A Governance system which allows effective and orderly utilization of academic employees' professional judgment and expertise shall be maintained at all times during the life of this Agreement. Accordingly, the Governance Council as presently constituted shall be continued during the life of this Agreement unless otherwise agreed by all the parties.
- B. The College Governance Council shall provide meaningful involvement of administration and academic employees in the development, implementation and review of administrative policy and procedures. The Governance Council shall consist of the college President, the Vice Presidents, and the Director of Human Resources and Legal Affairs for the administration and the FAHE President and an equal number of faculty members from the FAHE Executive Council chosen by that council. Additional administrators and/or faculty members may be invited to participate in Governance Council meetings to address specific issues by agreement of both parties. The Governance council shall meet no less than once quarterly, September through June and shall operate in accordance with internal rules and procedures which it shall develop.
- C. The Governance Council shall advise the College administration on all matters which may significantly affect faculty-board, faculty-administration, faculty-faculty or faculty-student interaction. Such matters will include but not be limited to changes in educational policies and/or procedures not covered by this Agreement, remodeling or construction of physical facilities, new or modified fiscal, budgetary, long-range institutional planning, etc.
- D. In the context of Policy Governance and consistent with appropriate accreditation standards, the LCCFAHE as well as other constituencies will be provided the opportunity to provide input through established Board processes.

- E. The Lower Columbia College president and the president of the LCCFAHE shall meet as needed, but not less than once per quarter to discuss issues, concerns, planning, or any other matters that may relate to or impact faculty.

109.1 Department Chairpersons

The parties agree that advice and recommendations from academic employees regarding many of the operational decisions which the district must make is desirable. Accordingly, it is agreed that the Department Chairperson structure shall be maintained during the life of this Agreement.

109.2 Instructional Council

The District agrees to continue the utilization of the Instructional Council for the life of this Agreement unless mutually agreed otherwise.

109.3 Academic Employee Opportunities and Obligations

Academic employees shall have the opportunity and obligation to:

- A. Participate in the development of their departmental budgets.
- B. Participate in the selection of academic and administrative employee candidates through the LCC Recruitment and Selection Procedure.
- C. Participate in councils, task forces, advisory committees and other structures relating to the academic affairs of the District.

109.4 Academic Employee Voting Rights

- A. For campus-wide situations requiring a vote of the faculty, each full-time tenured and probationary academic employee and each full-time, temporary academic employee with one or more years of seniority, has one vote in his/her primary department or division. In his/her primary department, temporary full-time academic employees with less than one full year seniority are not eligible to vote.
- B. Each full-time probationary and tenured academic employee and each full-time temporary academic employee with one or more years of seniority shall be eligible to vote for department chair in his/her primary department. Temporary full-time employees with less than one full year seniority are not eligible to vote. Any member of the department who has been denied tenure or a probationary employee who has submitted a letter of resignation is not eligible to vote. If a member of the department is on a professional leave or leave of absence, the member is eligible to vote and is responsible to contact the department chair to make arrangements to vote.

- C. For intra-department business other than the election of department chairs, all tenured, probationary, temporary, and part-time affiliate academic employees and employees assigned to a department as a liaison have one vote each.

109.5 Other

Substantive decisions made by the District under Article 109 shall not be grievable under this Agreement. Alleged procedural dispute related to Article 109 shall be initiated at Level Three of the Grievance Procedure, Article 1000.

110 WAIVER CLAUSE

The parties acknowledge that each made demands and proposals with respect to matters deemed proper subjects for negotiations. The results of the exercise of that right and opportunity are set forth in the Agreement. Therefore, the District and the LCCFAHE, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate further on any subject matter covered or not covered in this Agreement regardless of whether such matter was in the contemplation of either party during negotiations. This section shall not apply in instances providing a re-opener under this agreement or when otherwise mutually agreed by the parties.

111 SPECIAL RETIREMENT PACKAGES

The District reserves the right to negotiate special retirement packages for full-time academic employees. In reaching these agreements, the District will consider consistency and equity between agreements while at the same time maintaining the flexibility to meet the individual needs of the employee, the department, and the District. The District will encourage the employee to contact the LCCFAHE during the course of the discussion and before agreement is reached. An effort will be made to keep the length of such agreements to two years or less. The District agrees to consult in good faith with LCCFAHE before finalizing any agreement of more than two years.

112 EARLY RETIREMENT NOTIFICATION

The District may at its discretion offer an early retirement notification incentive. Such incentives shall be offered at a uniform amount to each academic employee.

ARTICLE 200: BUSINESS

201 DUES, DEDUCTIONS, AND ASSOCIATION MEMBERSHIP

Membership in the LCCFAHE shall be governed by the following provisions:

- A. Full-time faculty members may only join the faculty association during the first thirty calendar days from the start of fall quarter or in the case of a mid-year hire, the first thirty calendar days of employment
- B. Full-time faculty members may choose to opt out at any time throughout the year but must forfeit all dues paid to the date of exercising this right. Notification to opt out must be written or electronic notification to a current LCCFAHE officer and the Human Resource Services.
- C. Adjunct faculty may join the faculty association within the first thirty calendar days of any quarter in which they are employed by the college. Their membership will stay in effect based on the continuation of their employment or until they have chosen to opt out.
- D. Full-time faculty members that have chosen to opt-out may only regain membership within 30 calendar days after the beginning of the next fall quarter. Adjunct faculty members that have chosen to opt-out may only regain membership within 30 calendar days after the beginning of the next fall quarter or within 30 calendar days of reemployment by the college whichever is later.

202 FACULTY ASSOCIATION RIGHTS

202.1 LCCFAHE Representation Rights

The LCCFAHE shall enjoy all rights available under law with respect to its representation responsibilities.

202.2 Board Representation

The LCCFAHE shall have the right to request appropriate matters be placed on the Board agenda, as well as to enter in the Board agenda background materials on any issue to be brought before the Board. The LCCFAHE must supply such material at least nine (9) calendar days prior to the meeting. The LCCFAHE shall be furnished one copy of minutes, agenda, and related study materials at the same time and in the same form as those materials furnished the public and the Board. Such information shall not include information forwarded to the Board for executive session or the President's management letter.

202.3 Policy Manual

A policy manual will be available online. The District will regularly maintain and update said manual.

202.4 Information to Candidates

All finalists for full-time academic positions shall be given the opportunity to review the contract between the District and the LCCFAHE. Before a full-time offer of employment is tendered, the District will review the candidate's initial placement on the salary schedule with a designated representative of the LCCFAHE. At the time an offer of full-time employment is tendered, the candidate shall be given the contact information of the LCCFAHE president or their designated representative. The LCCFAHE president or designated representative will also at the time an offer is tendered be given the contact information of the candidate. Both parties agree to make a good faith effort to complete this review in a timely manner so as not to hinder the hiring process.

202.5 FACTC Provisions

Lower Columbia College Faculty Association shall elect a FACTC representative from its membership. The District shall provide the elected FACTC representative time and funds to attend FACTC meetings.

202.6 Attendance at Meetings

Officers, Executive Council members, and other elected representatives of the LCCFAHE may attend legislative committee hearings, SBCTC meetings and SBCTC committee meetings, faculty association sponsored regional, statewide, or national meetings/conferences on contracted days without loss of pay with the following provisions:

- A. No more than an aggregate total of nine (9) contract days will be taken in a contract year.
- B. Two representatives (officers, Executive Council members, and/or other elected representatives) may attend each meeting; additional representatives may be approved by the Vice President for Instruction.
- C. The academic employees shall arrange to have their duties covered during the absence. The arrangements must be submitted to and approved by the appropriate dean or supervising administrator in a timely manner at least 3 working days prior to departure. Requests with less than 3 days notice may be granted at the discretion of the appropriate dean or supervising administrator.

202.7 Release Time for Faculty Association President

The president or vice-president of the LCCFAHE shall be granted upon request release time for the purpose of conducting Association business, subject to the following provisions:

- A. The District shall provide one-third release time for three quarters annually as mutually agreed upon by the District and LCCFAHE.
- B. The purpose of the release time is to:
 - 1. Improve communication among bargaining unit members and the District.
 - 2. Assure that this agreement is executed according to mutual expectations.
 - 3. Work cooperatively with District toward amicable solutions to problems which may arise in the administration of the provisions of this agreement.
 - 4. Work on special projects as mutually agreed upon.
 - 5. Meet on a monthly basis with the President, and be available to meet with the President, Vice Presidents, Cabinet, and the Deans as needed.
- C. Serving as LCCFAHE president or vice president shall satisfy the College service obligation outlined in Article 601.4.
- D. The District reserves the right to rescind the above release time for non-performance of agreed-upon duties and projects.
- E. Activities as outlined in Article 202.6 conducted during release time will count toward the nine (9) contract day annual total, and all other provisions of 202.6 must be followed.

202.8 Election to State/National Offices

If a faculty member is elected to a state or national office, a memo of agreement acknowledging released time and the terms and conditions will be written.

202.9 Contract Administration and Presidential Consultation

The College President and up to two (2) designees of his/her choice shall meet with up to three (3) official representatives of the LCCFAHE as requested by either party, as necessary for the purpose of interpretation of the language and intent of this Agreement, as well as to discuss other matters of concern related to

the terms and conditions of employment.

203 USE OF STATE FACILITIES, RESOURCES AND EQUIPMENT

203.1 Faculty Association Office

Depending on the availability of space, the District shall provide at no cost, a separate office for the Association's exclusive use on campus. The office will be equipped by the District to include a desk, telephone and internet access. A computer may be provided at the discretion of the District. No computer shall be hooked into the network without the consent of the District. Use of the office may be rescinded by the District giving one quarter notice to the Association, should space constraints dictate that the space be needed for other purposes.

203.2 Meeting Space and Facilities

The District's facilities may be used by LCCFAHE to hold meetings subject to the District's policy, state ethics laws, availability of the space and with prior authorization of the District.

203.3 Supplies and Equipment

The LCCFAHE will not use state-purchased supplies or equipment to conduct LCCFAHE business or representational activities. This does not preclude the use of the equipment for representational activities if there is no cost to the District, the use is brief in duration and it does not disrupt or distract from District business.

Desiring to be in full compliance with provisions of the Ethics in Public Service Act, appropriate use of College electronic resources (email) will be confined to use through the email system of messages, notices, and announcements related to administering the negotiated agreement and conducting official LCCFAHE business (e.g. posting minutes, announcing Association election results, faculty meetings). The LCCFAHE will only provide material that clearly indicates that the LCCFAHE is the distributor of the material and that the material is related to the representative function of the LCCFAHE.

It is understood that College resources may not be used to lobby legislators or other governmental officials or for other excluded political usage.

203.4 Prohibited Uses

LCCFAHE members will not use the above-referenced District equipment for LCCFAHE organizing, or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over District-owned equipment is the property of the District and may be subject to public disclosure.

ARTICLE 300: PERSONNEL

301 RENEWAL OF APPOINTMENT

301.1 Full-time Tenured

Full-time tenured academic employees are appointed for an indefinite period of time. The appointment may be revoked only for adequate cause and by due process (RCW 28B.50.851). They are placed on the full-time academic employees' salary schedule.

301.2 Full-time Probationary

Probationary academic employees are full-time academic employees whose appointment may lead to tenure. Probationary appointments are for a designated period of time and may be terminated without cause upon expiration of the probationer's term of employment (RCW 28B.50.851). They are placed on the full-time academic employees' salary schedule.

301.3 Full-time Temporary

Full-time temporary faculty are academic employees contracted for a designated period of time without the expectation of continued employment. They are placed on the full-time academic employees' salary schedule.

301.4 Adjunct and Affiliate Faculty

Adjunct and affiliate faculty are academic employees contracted on a quarterly basis without the expectation of continued employment. They are not placed on the full-time academic employees' salary schedule but are paid according to the rates established in Article 902.

302 DEPARTMENT CHAIRS

Department chairs serve as a representative of all academic employees in their departments and assist the administration with the operation of the department with the understanding that the functions of the department chair are advisory in nature and that nothing in this section shall confer or imply administrative authority to such employees.

Academic employees shall have the opportunity to elect and/or recall the Department Chair in their respective departments. The term of office shall be three years. One-third of the department chairs will be elected each year. A mutually agreed- upon election schedule shall be developed by the District and the LCCFAHE. Department chairs may also be relieved of duties by the Vice President of Instruction for just cause. If a vacancy occurs, another department chair shall be elected by the academic employees in the department for the remainder of the term.

302.1 Duties and Responsibilities

- A. All department chairs have the responsibility to coordinate with their respective deans and academic employees while carrying out the following duties and responsibilities:
1. Serve as the department representative on Instructional Council in order to inform the department of critical issues and initiatives, provide feedback to the Council, and coordinate and integrate the activities of the department with the rest of the College.
 2. Attend regular meetings with the appropriate dean and the Vice President of Instruction.
 3. Schedule and preside at department meetings at least twice each quarter. Meetings shall be of sufficient frequency and duration to ensure that the business of the department can be adequately addressed. Department chairs have the responsibility to inform the appropriate dean and department members of scheduled meetings in a timely manner and ensuring that the meeting minutes or notes are submitted to the appropriate dean and the Vice President of Instruction.
 4. Disseminating promptly information, from other departments or individual faculty members, the administration, the Instructional Council, or other appropriate college entities.
- B. Department chairs will develop collaboratively with their dean a mutually agreed-upon job description for the remainder of their duties in order to account for the unique requirements of each department. The final job description is subject to the approval of the Vice President of Instruction. Duties may include:
1. Assist with facilitating academic scheduling as outlined in Article 409. The final schedule is the responsibility of the division dean.
 2. In a manner consistent with Article 905, assist the appropriate dean with evaluating adjunct and hourly academic employees by completing and/or designating department members, subject to the approval of the appropriate dean, to assist with class, lab, and/or clinical observations. Appropriate follow-up action based on the information collected is the responsibility of the dean.
 3. Facilitate the departmental review of any curricular or program changes for programs.

4. Assist with department budget development and oversight for programs associated with the department, including work study and student help budgets, in order to ensure timely development and equitable distribution.
5. Assist with the facilitation of department assessment activities.
6. Collaborate with the supervising dean and Vice President of Instruction on the end-of-the-year report and annual priorities for department members, the department's goals and activities, and outcomes for the year.
7. Other activities may be undertaken by department chairs with the mutual agreement of the chair and the dean.

303 SELECTION OF PROBATIONARY REVIEW COMMITTEE

- A. A Probationary Review Committee shall be established for each probationary academic employee. In accordance with RCW 28B.50.850 through 28B.50.869, the committee shall be the legally authorized committee to make recommendations to the Board of Trustees regarding the continuance of probation or the granting or denial of tenure to probationary academic employees. The committee shall evaluate and provide guidance and assistance to each probationary academic employee assigned to it until the probationer is either granted tenure or is no longer employed at the College.
- B. Each probationary review committee shall be composed of five members as follows:
 1. The President or the President's designee shall appoint one administrative member, who will serve as the chair of the committee.
 2. In accordance with RCW 28B.50.869, three tenured faculty members shall be selected by procedures established by the LCCFAHE in consultation with the Vice President of Instruction. The established procedures will ensure that the tenured faculty members appointed to probationary committees are selected by the tenured faculty acting as a body.
 3. One full-time student representative shall be selected by the Associated Students Executive Council.
- C. If a vacancy occurs on a probationary committee, an administrator, faculty member, or student member as appropriate, will be chosen as outlined in Article 303 B above to fill the vacancy.

304 DUTIES OF PROBATIONARY REVIEW COMMITTEE

Each probationary review committee is responsible for evaluating the performance of and providing feedback and coaching as needed to its assigned probationary faculty member. The feedback and coaching shall focus on helping the probationary faculty member meet performance expectations and function effectively within the college environment.

304.1 Evaluation Criteria

Probationary review committees shall consider the following criteria in the course of evaluating the effectiveness of probationary faculty. Probationers shall demonstrate effectiveness in:

- A. Teaching, advising, and/or counseling skills or skills as a librarian;
- B. Interacting with students;
- C. Articulating current knowledge in their subject/discipline area;
- D. Maintaining/developing curriculum and programs;
- E. Performing program/discipline assessment activities;
- F. Collaborating with faculty, staff, and external agencies or groups;
- G. Staying current on regulatory requirements affecting instruction (FERPA, ADA, etc.) and college safety, security, and emergency procedures;
- H. Adhering to established college policies and procedures;
- I. Managing personal professional development;
- J. Managing and/or maintaining instructional labs if applicable to the work assignment.

304.2 Evaluation Activities

The evaluation process used by the committee must include the following activities:

- A. Completion by the probationer of required orientation activities, including reviews of (a) the duties and responsibilities of instructors, (b) guidelines for probationary review committees, and (c) departmental objectives, the probationer's job description, and teaching and/or work assignment.
- B. The development of a Teaching Effectiveness Plan/Professional Development Plan that includes a mutually agreed-to set of long-range and quarterly goals with supporting activities, subject to approval of the Vice

President of Instruction. The probationary committee and the probationer may mutually agree to adjust goals and objectives after the Vice President of Instruction has approved them, provided that the adjustments do not significantly alter the main direction of the probationer's efforts. In cases where major revision is desired, the goals and objectives should be re-submitted for approval. It is the responsibility of the committee to determine when an adjustment requires resubmission.

- C. The collection and evaluation of quarterly Student Appraisals of Instruction using district evaluation forms developed under Article 803.1 or, in the case of non-teaching faculty, appraisal data collected from clients served;
- D. Observations of probationer teaching in classroom, lab, and/or clinical settings or, for non-teaching faculty, carrying out their duties;
- E. Peer evaluations by the members of the probationer's department, collected at least annually, utilizing a form mutually agreed upon by the District and the LCCFAHE. Faculty, staff, and other individuals may be added to the group participating in the probationer's peer evaluation provided that they have sufficient interaction with the probationer, and a majority of the review committee members approve of the additions.
- F. Attendance at one of each of the following committee or council meetings: Curriculum Committee, Academic Standards Committee, Instructional Council, Governance Council, and the College Board of Trustees. Meeting minutes listing the probationer's name as a guest are suggested as a method of documenting progress.
- G. Assessment by the probationer's supervisor, reported at review committee meetings, reviewing general aspects of the probationer's performance.
- H. An annual written self-evaluation by the probationer assessing evaluation data, summarizing progress towards goals and objectives, and summarizing actions taken or contemplated in order to address areas of concern.

Additional evaluation methods and activities may be mutually developed by the probationer and the committee and used to evaluate performance.

304.3 Review Committee Meeting Minutes and Documentation

Written minutes documenting the Review Committee's assessment of the probationer's performance and advising the probationer of his or her progress shall be completed for each meeting. The written minutes serve as the official progress report required in RCW 28B.50.856, and shall be signed by the probationer to acknowledge receipt of the report, as well as by review committee

members to acknowledge their review and approval. The minutes produced shall use a standard template produced by the Office of Instruction and include at a minimum the following sections:

- A. A list of the review committee members in attendance and the date, time, and location of the meeting;
- B. Results and analysis of information collected through evaluation;
- C. A summary of the supervisor's assessment shared as a part of the review committee's proceedings;
- D. A summary section advising the probationer of his or her progress and listing specific commendations and recommendations;
- E. Signatures of review committee members and the probationer.

The recommendations shall reflect the majority opinion of the review committee. If consensus on the minutes is not reached, the majority opinion shall be determined by vote. Those expressing a minority viewpoint may request that a minority opinion be included in the minutes stating the specific issue or issues disputed and offering a summary of the opposing point of view.

The minutes for each meeting shall be incorporated into a notebook, prepared for each probationary faculty member, that also includes the dates of attendance at required orientation activities, Teaching Effectiveness Plans, Student Evaluations of Instruction (or alternate evaluation for non-teaching faculty), observation summaries, peer evaluations, documentation of attendance at required meetings, self-evaluation reports, and other documentation of additional mutually agreed-upon evaluations.

304.4 Consideration of Unsolicited, Disciplinary, or Other Information

Evaluations completed during the probationary review process and decisions regarding contract renewal or tenure award recommendations are not based on rumor or unsolicited information. Further, in cases where the District is investigating a complaint that could lead to disciplinary action, probationary faculty members have the same confidentiality rights as all other faculty. Nevertheless, in order to fully evaluate the performance of the probationer and make a responsible recommendation, the probationary committee may consider additional information on the probationer's performance, subject to the following guidelines:

- A. The probationary committee shall be apprised by the dean responsible for chairing the committee of situations where the district has information on the probationer's performance that may impact the decision of the Board of Trustees when considering the granting of tenure. The District, in order to ensure confidentiality, shall determine how much information may be

disclosed. The District has the responsibility to investigate and follow up on such information. The committee has the responsibility, as with all information in the probationary process, of maintaining confidentiality and determining whether or not to include the information in its evaluation.

- B. If unsolicited concerns are brought to the attention of the committee through informal channels, the committee shall investigate the concern before deciding whether or not it is to be included in their evaluation.

304.5 Review Committee Meeting Timeline

- A. Each committee shall have its first meeting no later than the fourth (4th) week of the first quarter of the first year of the tenure track process. During this meeting the committee shall:
 - 1. Provide an orientation to the process and its components;
 - 2. Assign dates and times of classroom observations to be completed during the quarter.
- B. The committee shall meet no later than the ninth (9th) week of each quarter in order to review data completed and plan the next quarter's activities.
- C. The committee shall work with the probationer to develop an Activity Schedule similar to the sample provided in Appendix F. The schedule may be modified during the probationary process by mutual agreement of the probationer and the committee. The purpose of the schedule is to clarify the expectations of all parties as to the activities to be completed as a part of the probationary process.
- D. Unless special circumstances arise as recognized and approved by the committee, probationers should submit their long range and quarterly goals and objectives to the Vice President of Instruction by the end of the second quarter of the probationer's first year. The purpose of this requirement is to ensure that the probationers' goals are equitable in relation to other probationary faculty and consistent with the instructional goals of the institution. Approved goals or recommended revisions will be returned to the probationer no later than two weeks after the start of the third quarter.
- E. At least one observation of probationers carrying out their duties will occur each quarter.
- F. Student evaluations of instruction, or alternate evaluations for non-teaching faculty, will be carried out for all classes each quarter.

- G. The committee will make recommendations to the Board of Trustees regarding the renewal/non-renewal of probationary probationer's appointments or the awarding/not awarding of tenure at the Winter Quarter meeting of each academic year during the probationary period.

304.6 Review Committee Recommendations

The Review Committee's recommendation to renew or not renew a probationer's appointment, or to award or not award tenure, shall be based solely on the criteria listed in Article 304.1, as assessed utilizing the data and input collected utilizing the evaluation activities listed in Article 304.2 and documented in the Review Committee minutes.

305 AWARD OF TENURE

- A. Tenure shall be awarded or denied as provided in RCW 28B.50.852. The appointing authority shall give reasonable consideration to the tenure recommendation of the probationary review committee. Nothing herein shall be construed to limit the Board's consideration exclusively to the recommendation of the Probationary Review Committee.
- B. The LCCFAHE agrees that the ultimate authority to grant or deny tenure is vested with the District. The District agrees that any decision to grant or deny tenure which is contrary to the Probationary Review Committee recommendations shall be immediately disclosed to both the probationer and the applicable Probationary Review Committee. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the non-renewal or renewal of individual contracts including all decisions relating to the dismissal or discharge of an academic employee shall not be subject to the grievance procedure of this Agreement.
- C. Completion of a satisfactory quarter requires the incumbent probationary faculty member to perform a minimum of 51% of the instructional days for each academic quarter. The probationary period may be extended for up to three additional college quarters to provide the probationary faculty member an opportunity to make up for approved leaves of absence or circumstances as indicated in RCW 28B.50.852.
- D. An academic employee holding an unexpired probationary appointment shall not be dismissed prior to the expiration of the employee's appointment without being afforded the same services and procedures as tenured academic employees.
- E. A tenured employee, upon appointment to an administrative position, with the exception of President, shall be allowed to retain his/her tenure as an academic employee as pursuant to RCW 28B.50.860. Time spent in an appointment to an administrative position shall not be considered for seniority purposes as an academic employee.

306 DISCIPLINE

306.1 Intent

All faculty members are expected to perform the duties and responsibilities of their primary work assignment, as referenced in Articles 600 and 904, and to comply with Board Policies, the District's rules, regulations and administrative policies and procedures, and state and federal laws. This section does not apply to decisions regarding renewal or rehire of probationers, adjunct instructors, extra-contractual employees, nor supplemental employees. See RCW 28B.50.

306.2 Attempt at Informal Resolution

Although there are some matters under law that require mandatory reporting, other than such exceptions, nothing in this Agreement precludes the supervising administrator from attempting to resolve any matter, allowable under the law, informally with a faculty member. At any point, the faculty member may request representation be present during the informal process. If, during a meeting between the supervising administrator and the faculty member, the supervising administrator concludes that discipline could reasonably result from the information provided by the faculty member, the supervisory administrator shall inform the faculty member of the possibility of discipline and allow the faculty member to seek representation from the LCCFAHE.

306.3 Right to Representation

A. Investigation Interviews and Disciplinary Meetings.

A faculty member shall have the right to have an LCCFAHE representative present at an investigation interview called by the District. If the faculty member reasonably believes discipline could result at any meeting, the faculty member shall have the right to request that an LCCFAHE representative or representative of their choice be present. Once a request for LCCFAHE representation is requested, the District will cease any proceedings at the request of a faculty member to allow him or her to obtain representation.

B. Faculty Member Responsible for Contacting LCCFAHE.

Faculty members seeking representation are responsible for contacting the representative of their choice. If the requested representative is not reasonably available, the faculty member will select another available LCCFAHE representative. If a representative is still not available, the meeting will be rescheduled at a mutually agreeable time, but no later than five (5) business days after the first meeting was scheduled.

C. No Interference.

The exercise of rights in this Article will not interfere with the District's right to conduct an investigation. The role of the LCCFAHE representative in regard to District initiated investigations is to provide assistance and counsel to the employee.

306.4 Investigations

A. Right to Conduct an Investigation.

The District reserves the right to conduct an investigation into any allegation of failure to perform the duties and responsibilities of the primary work assignment or any alleged violation of this Agreement or any Board Policies; the District's rules, regulations, and administrative policies and procedures; state and federal law. All faculty members shall cooperate with the District's investigation and shall answer appropriate questions truthfully to the best of their knowledge.

B. Timely Resolution.

The District and LCCFAHE agree to cooperate to ensure the timely resolution of investigations of alleged faculty member misconduct.

C. Complaint.

When Human Resource Services, after reviewing the complaint, determines that an investigation is warranted, notice will be given to the faculty member within ten (10) business days of that decision. Student Academic Grievances (defined in the District Student Handbook) will be handled in accordance with the District Student Handbook Student Grievance – Academic process currently enacted or hereafter amended.

D. Investigation Process.

District has the authority to determine the method of conducting their investigations. Human Resource Services may assign an administrator or independent third party, as appropriate, to conduct an investigation.

E. Administrative Leave.

When determined appropriate by Human Resource Services, 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 LCCFAHE representative.

F. Investigation Findings.

A summary of the investigation findings will be made available to the faculty member within thirty (30) business days of the conclusion of the investigation and before any disciplinary action is taken. Third-party requests for disclosure of any investigation report filed by the assigned investigator will be filled by the District pursuant to state and federal disclosure laws. The faculty member will be notified at least one day prior to the release of any investigation findings to any third party.

306.5 Discipline

The District has the authority to impose discipline, which may be grieved as set forth in Article 1000. In imposing discipline, the following will apply:

A. Just Cause. No faculty member shall be disciplined without just cause. The seven tenets of just cause are the following:

1. Notice.

The District gave the faculty member forewarning or foreknowledge of the possible or probable consequences of the faculty member's disciplinary conduct.

2. Reasonable Rule or Order.

The District's rules or managerial orders, as identified in Section 306.1, are reasonably related to (a) the orderly, efficient, and safe operation of the District's business, and (b) the performance that the District might properly expect of the faculty member.

3. Investigation.

The District, before administering the discipline, made an effort to discover whether the faculty member did in fact violate or disobey a rule or order of the District.

4. Fair Investigation.

The District's investigation was conducted fairly and objectively.

5. Proof.

The investigator obtained evidence or proof that the faculty member more likely than not engaged in the alleged behavior.

6. Equitable Treatment.

The District has applied its rules, orders and penalties evenhandedly and without discrimination to all faculty members.

7. Penalty.

The degree of discipline administered by the District in the particular case was reasonably related to (a) the seriousness of the faculty member's offense, and (b) the record of the faculty member in his/her service with the District.

B. Progressive Discipline.

The District shall apply, where appropriate, the principles of progressive discipline as follows: verbal warning, Letter of Reprimand, suspension with or without pay, and finally dismissal (refer to Article 307 - Selection of Tenure Termination Review Committee). The District will not be required to apply progressive discipline where the nature of the misconduct calls for the imposition of serious discipline or discharge.

C. Time Limitations.

No disciplinary action older than three (3) calendar years may be used to justify current disciplinary action, except for last chance agreements or repeat misconduct. A repeat of the same misconduct can renew the three-year period for which the disciplinary action could be used as a basis for or step in progressive discipline.

D. Notice to Faculty Member.

Verbal warnings and written reprimands will be identified as such. Prior to taking disciplinary action other than a verbal warning or written reprimand, the appropriate administrator will issue a "Notice of Proposed Disciplinary Action" to the faculty member, with a copy to the LCCFAHE. Such notice will list the charge(s), an explanation of the evidence which forms the basis of the charge(s), and the action contemplated. The notice will also provide a meeting date and time at which the faculty member, with the assistance of an LCCFAHE representative if requested by the faculty member, may provide information and reasons orally or in writing why the discipline should not be imposed.

E. Imposition of Disciplinary Action.

Once the supervising administrator and/or appropriate vice president has considered the information provided by the faculty member in Section D. and determines disciplinary action to be appropriate, the faculty member

will be provided a “Letter of Disciplinary Action,” with a copy to the LCCFAHE.

F. Privacy.

When disciplining a faculty member, the District will make an effort to protect the privacy of the faculty member, unless otherwise required by law.

G. Off-Duty Conduct.

Certain off-duty activities of a faculty member may be grounds for disciplinary action if said activities are a conflict of interest as set forth in RCW 42.52, as currently enacted or hereafter amended, are detrimental to the faculty member’s work performance or the programs of the District, or otherwise constitute just cause. Unless prevented by extenuating circumstances, faculty members will report to the District, within twenty-four (24) hours of the action or prior to the faculty member’s scheduled shift, whichever occurs first, arrests and court-imposed sanctions or conditions that substantially affect his or her ability to perform his or her duties and responsibilities.

H. Personnel Files.

Upon request by an academic employee, records of disciplinary action older than three (3) years will be removed from their personnel file provided there has been no subsequent discipline and with the exception of violations of affirmative action policies, discrimination or harassment as required by law, last-chance letters, or where statutes require that records be kept for more than three years.

307 TENURE TERMINATION

When the College seeks to dismiss for adequate or sufficient cause a tenured academic employee or an academic employee holding an unexpired probationary appointment, the case shall first be reviewed by the Tenure Termination Review Committee. The committee shall be made up of five members, consisting of three tenured academic employees to be elected by the tenured academic employees, one administrator appointed by the President, and one student chosen by the Associated Students of Lower Columbia College, as follows:

- A. Three tenured academic employees shall be chosen annually by an election conducted by the President or designee, in which the electorate shall be all tenured academic employees.

- B. Each department shall nominate one tenured academic employee from the members in their department. The three tenured academic employees receiving the highest number of votes shall serve during the academic year in which elected. The tenured academic employee receiving the fourth greatest number of votes will be an alternate.
- C. The President shall appoint one person from those holding administrative appointments.
- D. The student representative shall be a full-time student chosen by the Associated Students of Lower Columbia College in such a manner as the governing body of the Associated Students shall determine.
- E. In no instance shall a review committee member serve if such service represents an actual or potential conflict of interest.

307.1 Duties of Tenure Termination Committee

- A. The Tenure Termination Review Committee shall operate in conjunction with a presiding officer selected in accordance with RCW 34.05 as now or hereafter amended. The presiding officer shall perform duties and develop a full record in accordance with RCW 34.05. Such record shall include the recommendation of the Tenure Termination Review Committee. Upon mutual written agreement between the academic employee and the District, statutory remedies may be waived.
- B. Unless otherwise provided herein, the procedures afforded a dismissed tenured academic employee or a probationary academic employee during the term of appointment shall be pursuant to Chapter 34.05 RCW. Rights and limitations shall be consistent with RCW 28B.50.850 through 28B.50.873. In any instance of dismissal for sufficient cause, the following procedures shall as a minimum apply:
 - 1. The President shall notify the affected individual of the intent to initiate dismissal. This notice shall include, at a minimum, the reason for the proposed action and notification of the employee's right to request a hearing.
 - 2. The employee must request a hearing within seven (7) calendar days of receipt of the notice.
 - 3. Upon receipt of a request for a hearing, the President shall notify the employee and the Tenure Termination Review Committee that a hearing will be held. This notice shall include:

- a) A statement of the time, place, and nature of the proceeding; the date of such hearing shall be not less than ten (10) calendar days after notice of such hearing;
 - b) A reference to the particular policies and/or rules of the institution involved; and
 - c) A short and plain statement of the matters asserted.
- 4) The presiding officer and the Tenure Termination Review Committee shall jointly hear all cases brought under this section.
 - 5) The Board of Trustees shall review the record and findings, conclusions, and recommendations.
 - 6) The Board of Trustees shall, within a reasonable time after such review, issue its final decision.
- C. Nothing in this section shall be construed to affect the right of the Board of Trustees or its designated appointing authority to deny renewal or tenure to a probationer pursuant to RCW 28B.50.857.

308 REDUCTION IN FORCE

This section provides an orderly process for a reduction-in-force made necessary due to one or more of the following reasons: a financial emergency; decrease in enrollment; changes in Board approved educational policy; program reduction or termination; or State agency regulations/standards; or SBCTC declared RIF pursuant to RCW 28.B.50.873. To implement a reduction in force, the following procedures and criteria shall be used:

- A. The President, with consultation from his/her administrative staff and appropriate department chair, will review the nature of the problem facing the District if a financial emergency, decrease in enrollment, changes in Board approved educational policy, program reduction or termination, change in State agency regulations/standards or emergency RIF is determined to be likely. If the President determines that reductions in staff are, or will be necessary, he/she will give notice of the potential reduction-in-force to the Lower Columbia College Faculty Association within seven (7) calendar days of this determination. The notice which the President gives to the LCCFAHE shall include:
- 1. The reason(s) for the proposed reduction-in-force.
 - 2. The number of full-time academic employees to be considered for layoff.

- B. If requested by LCCFAHE, representatives of the LCCFAHE shall have the right to meet with the President and his/her designee(s) within seven (7) calendar days of the notice of the intended reduction-in-force. The President shall explain and justify the need for such reduction(s) in staff and major criteria to be used to identify those to be laid off.
- C. The need for a reduction-in-force shall be determined by the President, who shall consider, but not be limited to, the following factors:
 - 1. The goals, standards, and objectives of Lower Columbia College and the State Board for Community and Technical Colleges.
 - 2. The course offerings and/or other services most necessary in order to maintain quality education at Lower Columbia College.
 - 3. The enrollment and the trends in enrollment for not less than four (4) consecutive quarters, if applicable, and their effect upon the discipline/program.
 - 4. Information concerning academic employee, staff and administrative vacancies occurring through retirement, resignation, sabbaticals, and leaves of absence.

308.1 Instructional Units

- A. The Vice President for Instruction will assign full time probationary and tenured faculty members to the appropriate Instruction Unit, which shall be their primary assignment. A list of Instruction Units shall be contained in Appendix C of this agreement.
- B. For reduction-in-force purposes, the College shall provide the opportunity for each full time probationary or tenured faculty member to claim rights to one additional Instruction Unit based upon the following criteria:
 - 1. The faculty member meets or exceeds the degree requirement for teaching in the discipline, or
 - 2. The faculty member has taught representative courses in the additional unit within the last three (3) academic years, or
 - 3. The faculty member has sufficient relevant work experience in the unit to qualify for vocational certification.
- C. An updated list of Instruction Units shall be created at the annual turnover meeting with the Contract Maintenance Team. At this meeting, additions

or deletions will be mutually agreed to by the Contract Maintenance Team.

- D. Each academic employee shall be ranked in their Instruction Unit(s) in accordance with the seniority procedures defined in 308.3.
- E. The list of Instruction Units and Unit assignment shall be distributed to faculty prior to November 30th.
- F. By December 15th, faculty may request changes of their Instructional Unit assignment(s) by submitting a written request to the Director of Human Resource Services and Legal Affairs. The Vice President of Instruction then will evaluate the request, including whether any requested Unit assignment meets the criteria in 308.1 B. The faculty member will be notified of the decision within 10 contract days of their request. Disputes resulting from this decision must be submitted in writing to the Contract Maintenance Team within 10 contract days. The Contract Maintenance Team the will respond with a final decision within 10 contact days.

308.2 Order of Layoff

If a reduction is determined by the President to be necessary within any reduction-in-force unit, the following order of layoff ordinarily will be utilized: first, full-time temporary academic employees, second, probationary appointees with the least seniority; then, full-time tenured academic employees with the least seniority.

308.3 Procedures for Seniority

Seniority for a full-time academic employee shall be based on the first contract date of hire of the first full-time probationary contract for the most recent period of continuous full-time professional service for Lower Columbia College, which shall include sabbatical leaves and periods of layoffs. Upon hire as a probationary faculty member, academic employees who have worked at least three quarters on a temporary full-time contract shall have one year of service awarded for seniority purposes only. Academic employees hired prior to January 1, 2008 will maintain their established seniority date as identified in the Human Resource Services Office as of January 1, 2008. The longest terms of employment thus established shall be considered the highest level of seniority. In instances where full-time academic employees have the same beginning date of full-time professional services, seniority shall be determined in the following order:

- A. First date of application for employment.
- B. If still tied, then by flip of a coin or another method to which the affected individuals agree.

308.4 Non-renewal Procedures

A full-time tenured academic employee whose appointment is not renewed as a result of this staff reduction procedure has a right to recall to a full-time academic employee position, either a newly created one or a vacancy in the reduction-in-force unit from which this employee was RIF'd. The recall shall be in the order of seniority within the reduction-in-force unit, the most senior first. The right of recall shall extend two (2) years from the date of layoff. Each reduced academic employee is responsible for informing the College of a current mailing address. If the employee is offered reappointment, she/he must accept the offer within fourteen (14) calendar days after the offer is mailed to the current mailing address. Acceptance may be verbal with written confirmation provided within seven (7) days to the College President. Upon recall, full-time tenured academic employees who have been laid off will retain previously earned sick leave, and seniority, and shall regain their tenured status.

308.5 Recall Rights

An academic employee on recall shall have the first right of refusal to any part-time assignments in her/his reduction-in-force unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided nothing herein shall require the District to consolidate part-time positions into a full-time position. In the instances where a full-time academic employee is on recall status, the number of part-time assignments, if any, made in the applicable reduction-in-force unit shall not be increased over the number in existence at the time of reduction in force by more than equivalent of one-half (1/2) of a full-time load.

308.6 Tenure Termination Review Committee Role

The Tenure Termination Review Committee shall hear all cases brought under this section pursuant to and in accordance with Article 307.1 A and B.

308.7 Board Rights

Nothing in this section shall be construed to affect the right of the Board of Trustees or its designated appointing authority to deny renewal or tenure to a probationer pursuant to RCW 28B.50.857.

309 PERSONNEL FILES

The District shall maintain one personnel file for each academic employee. For full-time academic employees, this file shall be in the Human Resource Services Office. Adjunct and Affiliate academic employee files shall be maintained in the Office of Instruction. No other official personnel file shall be maintained by any other office or administrator of the College.

Academic employees may review the contents of their own personnel file by scheduling an appointment with the Human Resource Services office. Upon request, and at employee expense, a copy of any documents contained therein shall be provided to the academic employee. Except for routine administrative matters, an employee's personnel file will not be viewed by any other individual without the written permission of the academic employee or as otherwise required by law, including RCW 42.56 Public Records Act. Upon receipt of a request to review an academic employee's personnel file, the District shall notify the academic employee of the request within two business days.

Except for routine administrative documents such as employment notices, no information will be placed in an academic employee's personnel file unless the academic employee has been given a copy. The academic employee may append a written response to the information. The response shall be included in the personnel file as an attachment to the information to which it responds.

Materials in the personnel file may be removed upon reaching mutual agreement between the academic employee and the Director of Human Resource Services and Legal Affairs or as described in section 306.5 H.

310 DRUG AND ALCOHOL FREE WORKPLACE

All academic employees must report to work in a condition fit to perform their assigned duties and must comply with District policies, state and federal laws.

311 COMPLIANCE TRAINING

The District will provide training on state and federal regulatory requirements to all academic employees. It is the responsibility of all academic employees to stay current with all regulatory requirements related to their duties.

312 EMERITUS DESIGNATION

Emeritus status may be awarded to faculty as outlined in LCC Administrative Policy.

313 PROFESSIONAL PARTNER PROGRAM FOR ADJUNCT AND FULL-TIME TEMPORARY ACADEMIC EMPLOYEES

Each academic employee teaching for the first time at the College shall be assigned a professional partner. A new academic employee with no teaching experience shall be assigned a professional partner for at least the first two terms the person is at the College. An academic employee with prior teaching experience shall be assigned a professional partner for at least the first quarter the employee is at the College. One or two quarter reappointments may be made at the discretion of the appropriate supervising administrator. The appropriate supervisor shall act as the contact person for the professional partner coordinator and shall ensure the partner chosen is qualified to assist the part-time academic employee. The Professional Partner shall be an experienced academic employee. The coordinator will provide the appropriate Professional Partner Checklist for monitoring the

steps taken to orient the new academic employee. This checklist shall provide a record for the coordinator and the professional partner of what has occurred in the orientation and mentoring processes. The professional partner and the faculty member shall each sign off on checklist items as they are accomplished.

313.1 Professional Partner Responsibilities

- A. The professional partner assists in all matters pertaining to college and departmental policies and procedures, acts as a source of professional assistance and serves as a mentor for the period(s) of appointment. The professional partner shall receive a stipend for each quarter as a partner.
- B. First Quarter Appointment. Professional partners have the following obligations:
 - 1. Meet with the academic employee before the quarter begins, if possible, to begin review of course curriculum, textbooks, course plan, sample syllabi, and general processes of the College.
 - 2. Assist the academic employee in becoming familiar with campus policy, departmental procedures and services offered. The partner shall provide a walking tour of important places on campus, such as the bookstore, the library, the data labs, Human Resources Services, copy center, mailroom, Learning Commons, etc.
 - 3. Complete a classroom visitation and review with the academic employee.
 - 4. No later than the last week of instruction of the quarter, the professional partner forwards the checklist to the professional partner coordinator. The coordinator forwards the documents to the supervising administrator, who reviews the information to determine if an additional quarter is needed.
 - 5. No later than the tenth week of the quarter, the academic employee shall complete a Professional Partner Program Evaluation. This evaluation shall be reviewed by the Professional Partners Coordinator, and the appropriate supervising administrator.
- C. Second Quarter Appointment. Professional partners shall continue to act as a mentor for the academic employee and provide assistance for adjunct faculty with no prior teaching experience as determined by the supervising administrator.
- D. Additional Reappointments. Professional partners continue activities as outlined in Article 313.1 (C) above if needed as determined by the supervising administrator.

313.2 Changes in Professional Partners

If the academic employee wishes to change professional partner, the employee may request that the Professional Partner Program Coordinator appoint a different professional partner. The Professional Partner Coordinator shall inform the supervising administrator of the change.

314 FACULTY CERTIFICATION REQUIREMENTS

314.1 Faculty Certification Requirements

Faculty members teaching in professional/technical programs are required to acquire and maintain professional technical education certification as outlined in WAC 131-16-091 through WAC 131-16-095. As per WAC, maintenance of a current certificate is a condition of employment.

- A. Initial Certification – Upon hire, professional/technical faculty will be issued an initial certification. The certification lasts for three years. During the three year period, the following requirements must be completed: (a) the development of a teaching effectiveness plan as described in Article 810.3, that at a minimum addresses the faculty member’s ability to develop, deliver, and assess learner-centered instructional activities and courses, and (b) completion of a minimum of five activities related to the goals in the teaching effectiveness plan and linked to skill standards. The activities completed in support of the teaching effectiveness plan shall equal a minimum of six (6) PDUs worth of activities as outlined in the guidelines in Appendix A of this agreement. Initial certification is not renewable.
- B. Standard Certification – After the completion of initial certification requirements, professional/technical faculty will be issued a standard certification. Standard certification is renewable every five years. For renewal, the following requirements must be completed: (a) A teaching effectiveness plan as described in Article 810.3 must be maintained, and (b) of a minimum of five activities related to the goals in the teaching effectiveness plan and linked to skill standards must be completed. The activities completed in support of the teaching effectiveness plan shall equal a minimum of twelve (12) PDUs as outlined in the guidelines in Appendix A.
- C. The chief professional technical administrator shall be responsible for determining the approval of professional development activities to be counted towards professional technical educational certification.

314.2 Other Certifications

Other certifications may be required for certain disciplines as a condition of employment. In such cases, the certification will be specified in the position announcement and job description at the time of hire, or, in cases where the faculty and administration agree to a workload change requiring a specific certification, be specified in writing, acknowledged by both parties, and placed in the faculty member's personnel file. Academic employees holding positions requiring additional certification are required to maintain the certification as a condition of employment.

**ARTICLE 400: ACADEMIC EMPLOYEE RIGHTS AND WORKING
CONDITIONS**

401 FACULTY RIGHTS

- A. The Board of Trustees hereby agrees that it will not discriminate against any faculty with respect to hours, wages, or any terms or conditions of academic employment by reason of their membership in the LCCFAHE, their participation in any lawful activities of the LCCFAHE or collective negotiations with the College, of their institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing contained within this Agreement shall be construed to deny or restrict to any academic employee rights they may have under applicable laws and regulations. These rights granted to academic employees herein shall be deemed to be in addition to those provided elsewhere.
- C. Academic employees shall have the exclusive right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without the approval of the Academic Standards Committee. No trustee or administration pressure shall be applied to any academic employee regarding grading or evaluation of students. The Academic Standards Committee shall operate according to published parliamentary procedures (Sturgis) with the following exceptions: (1) in order for a quorum to be established, at least 50% of the faculty members must be present and (2) only members of the committee who are faculty may vote to change a grade. In the case of a tie vote, the motion to change a grade will be lost.
- D. The College shall not provide personal information concerning academic employees, including names, addresses, phone numbers, etc., to any person not required by law, or to any commercial or charitable organization without specific approval by the employee or LCCFAHE agreement.
- E. Prior to subcontracting work customarily performed by bargaining unit academic employees as part of their professional responsibilities, the District will notify the LCCFAHE and bargain the impact.
- F. To preserve the professional relationship between faculty and administration; administrator observations of academic employees performing their instructional or counseling duties, including materials in online course spaces, deemed necessary for other than 1) evaluation activities described in Article 304.2 for Probationary Faculty and 2) Article 905.4 for Adjunct faculty and 806 for Non-Probationary Faculty evaluation should take place after notification. In exigent circumstances, notification will be made as soon as possible after observation.

402 SAFETY

Both parties agree to maintain safe working conditions. All academic employees shall follow safety rules and procedures as they shall be from time to time promulgated.

402.1 Hazard Reporting and Evacuation

Academic employees shall be given immediate notice of any known or imminent danger to body or property, whether from physical or human origin. Academic employees who encounter a hazard that may constitute a health and/or safety hazard or potential threat to others shall immediately report such danger to Safety & Security and their immediate supervisor. In critical situations, academic employees may evacuate themselves and others until determination can be made as to the extent of the problem and safety of the work area. The Campus Safety Officer or appropriate vice president will make the final determination as to the occupancy of the evacuated area or work site with the assistance of other safety professionals when necessary.

402.2 Safety Program

The District will maintain a safety program. The program planning and implementation must include academic employees and be tailored to the specific needs of each work area. The District will provide training about job health and safety as required by laws and regulations. Safety rules, policies, and procedures shall be promptly published and made available to academic employees. Academic employees will be required to attend an orientation of the safety program upon hire and for all significant rule, policy, and procedure changes as they occur.

402.3 Security Cameras

- A. The District will maintain security cameras that adhere to the college's "Security Cameras: Approved Use and Design Standards" procedure. The procedure must address the following: (1) Placement process for cameras; (2) Retention of video files; and (3) Access to video files.
- B. No mechanical or electronic device shall be used in any classroom which would allow a person to be able to listen or record the procedures in any class without the permission of the instructor, unless required by state or federal law.

403 FACULTY/STAFF LOUNGE

The District agrees to continue to provide a lounge which shall be reserved exclusively for use by faculty, staff, and their guests.

404 LEGAL DEFENSE

- A. As provided for in RCW 28B.10.842, whenever any action, claim, or proceeding is instituted against an academic employee arising out of the performance or failure of performance of duties for the District, the Board of Trustees may grant a request by an academic employee that the Attorney General be authorized to defend said claim, suit or proceeding and the cost of defense of said action shall be paid as provided in RCW 4.92.130.
- B. If a majority of the members of the Board of Trustees is or would be personally affected by such findings and determination, or is otherwise unable to reach any decision on the matter, the attorney general is authorized to grant a request.
- C. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim or proceeding shall be paid from the liability account, notwithstanding the nature of the claim, pursuant to the provisions of RCW 4.92.130 through 4.92.170, as now or hereafter amended.
- D. The provisions of this article shall not apply unless the District has made a finding and determination by resolution that the academic employee was acting in good faith.

405 ACADEMIC FREEDOM

405.1 Definition and Rights

Academic freedom shall be guaranteed to all Lower Columbia College academic employees, and no special limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning human society, the physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes, issues, and parties outside of normal classroom activities.

Academic employees are citizens, members of learned professions, and members of the institution. When academic employees speak or write as citizens, they should be free from institutional censorship or discipline, provided they clearly indicate they are not representing the institution.

Academic freedom allows academic employees to seek and present the truth as they know it on problems and issues subject to accepted standards of professional responsibility, without fear of interference from administrators, the Board of Trustees, governmental authorities, or pressure groups. Students gain the opportunity to study controversial issues and divergent views and to arrive at their own conclusions. Academic employees have an obligation to protect students' right to freedom of inquiry even when the students' conclusions differ from the

academic employees' conclusions.

405.2 Instructional Activities, Textbooks and Materials

Academic employees are entitled to freedom in presenting the subjects they teach and shall be free to select and use textbooks, eBooks, videos, and other instructional materials that they deem suitable for such presentation. Academic employees' have the obligation to ensure the material meets the valid educational objectives of the class.

405.3 Academic Freedom in Research Activities

Academic employees may be engaged in research independently without college resources or as a part of their assigned workload. Academic employees are entitled to full freedom in research and other creative activities and in the publication of the results. Academic employees engaged in research activities are responsible for complying with the provisions of this contract related to material ownership, the use of college resources, and workload.

405.4 Library Collection Development

Faculty involvement in the development and maintenance of the LCC Library collection is a critical part of supporting and ensuring effective instruction. All faculty are encouraged to recommend additions to the collection, including books, journals, databases, eBooks, video, and other resource materials. Faculty members participate in this activity through the Collection Development Committee and its established guidelines and procedures. Books and other library materials selected should be chosen on the basis of their value in supporting the educational mission of the college and building a diverse collection supporting various points-of-view and ideas. In no case will library materials be excluded because of the race, nationality, sexual orientation, social, political, or religious views of the authors.

406 PERSONAL DEVELOPMENT ACTIVITIES

406.1 Registration and Fees

- A. Academic employees shall be allowed to register, at the minimum fee allowed by law and on a space-available basis, for any regular course offered by Lower Columbia College in accordance with RCW 28B.15.558.
- B. In the event that the Washington State Legislature or SBCTC allocate tuition waivers for the families or dependents of faculty members, the contract will be reopened immediately to negotiate the implementation of the waivers

406.2 Use of Facilities

- A. Faculty use of college facilities shall follow state ethics laws and LCC facilities policies.
- B. Reserved parking will be available to academic employees in accordance with LCC policies and procedures and shall be actively enforced. Rules and regulations will be developed through a Parking Committee, convened by the Vice President for Administrative Services.

407 FIELD TRIPS AND COLLEGE BUSINESS TRAVEL

407.1 Field Trips

A field trip shall be defined as any approved educational activity which requires students and/or faculty members to leave the campus. Travel shall be in compliance with the Student Travel Policy for Athletics and Student Activities Clubs and Organizations and College travel policies and procedures. To assure availability of transportation, the faculty member will submit a 'Prior Approval for Travel' form with an attached purpose and an estimated number of students attending the field trip at least ten business days prior to travel. The College upon request shall supply transportation for all such approved trips. For safety and emergency considerations, the faculty member will email a list of those participating in the field trip to the Director of Campus Safety and Security and the Dean prior to leaving campus. Academic employees shall not be required to use their own vehicles for such trips.

407.2 College Business Travel

Faculty travelling on college business must submit a 'Prior Approval for Travel' form to their dean and follow college travel policies and procedures.

408 PROFESSIONAL DEVELOPMENT

Professional development activities shall serve as the basis for advancement on the salary schedule. The professional development system is described in Appendix A of this agreement.

409 SCHEDULING PRACTICES

It is the intent of the LCCFAHE and the District to establish fair and consistent practices for the development of the schedule, base workload, and the assignment of overload and adjunct courses. Base load, overload, and adjunct assignments are subject to the approval of the appropriate supervising administrator. All parties are encouraged to work collaboratively to allow for fair and timely schedule development.

409.1 Department Procedures

The following guidelines shall be used by all departments:

- A. A draft schedule will be provided by the Office of Instruction for revision by the department. Department chairs will assist with the notification of department members regarding the availability of the draft schedule and facilitate as necessary its review and proposed modification.
- B. Faculty members are highly encouraged to discuss with their peers potential and desired teaching assignments. In situations where scheduling compromises are not able to be reached, faculty members will be given the opportunity to indicate which courses they prefer to teach in the following order:
 - 1. Tenured, probationary, and full-time temporary faculty, in that order, will indicate which courses that they propose to teach as part of their regular teaching load, as well as any overloads they propose to teach.
 - 2. Affiliate adjunct faculty members will indicate which classes they propose to teach from the remaining unassigned sections.
 - 3. Regular adjunct faculty members will indicate which classes they propose to teach from the remaining unassigned sections.
- C. The department chair will ensure the completion and submission of the draft schedule with all revisions and proposed assignments of full-time, affiliate, and regular adjunct faculty to the appropriate supervising administrator or designee in the Office of Instruction. Any course sections unfilled and having no recommendations for adjunct faculty by the department shall be specifically identified.

409.2 Final Assignment

- A. The appropriate supervising administrator reviews the schedule and, in consultation with the department chair and affected faculty, makes adjustments to the schedule and faculty assignments. In exigent circumstances, the supervising administrator may make changes without consultation but still must notify the department chair and affected faculty about such changes as soon as possible.
- B. It is the responsibility of the appropriate supervising administrator to ensure that unassigned course sections are filled, and he or she will take the actions necessary to do so. Collaboration between the supervising administrator, the department chair, and the department faculty is generally expected.

- C. If the appropriate supervising administrator chooses to advertise the adjunct position, action will be initiated through normal college procedures with the Human Resources Department. Faculty from the department should be included in the interviewing/selection process. In exigent circumstances, the appropriate supervising administrator may need to make a hiring decision in a timely manner that could preclude affording the department the opportunity for input in the hiring decision for the adjunct position.
- D. Once the appropriate supervising administrator has reviewed and finalized the schedule, it will be made available for faculty to review for errors before being sent for final publication. Any concerns with the schedule identified by faculty are to be taken directly to the appropriate supervising administrator.

410 MATERIAL OWNERSHIP PROVISIONS

410.1 Materials Developed Without District Time or Resources

The ownership of any materials, processes, or inventions developed solely by an academic employee's individual effort and expenses all vest in the academic employee and may be copyrighted or patented in their name. For their protection, academic employees engaged in development activities have the responsibility to maintain adequate documentation confirming that activities took place without the use of District resources.

410.2 Materials Developed with District Resources

The ownership of any materials, processes, or inventions produced solely for the District and at District expense shall vest in the District and may be copyrighted or patented in the District's name.

410.3 Jointly Developed Materials - Written Agreement

In those instances where materials, processes, or inventions are produced by an academic employee with District support by way of use of significant support personnel time, facilities, or other District resources, a written agreement shall be negotiated between the District and the academic employee prior to the start of development. Ownership of the materials, processes, or inventions shall vest in and may be copyrighted or patented by the party designated in the written agreement. In the event no such written agreement is established, the ownership shall vest in the District.

411 INSTRUCTION AND EMERGING TECHNOLOGIES

The District and the LCCFAHE recognize that emerging technologies affect the work environment and potentially the delivery of education. In support of student success and

quality education, innovation and creativity through the use of emerging technologies is encouraged.

The District will consult with affected faculty before adopting significant additions or alterations to educational technology, including software. When new technology, software, or updates to existing technology equipment affects instructional delivery, the District will provide training for all faculty affected by this change.

411.1 eLearning Courses

eLearning instructional modalities are part of a set of several instructional modalities. The same responsibilities and standards that apply to face to face classroom instruction also apply to courses delivered electronically, online, or in a hybrid format.

- A. eLearning modalities are defined as:
 - 1. Enhanced – no reduction in seat time.
 - 2. Hybrid – substantial reduction in seat time.
 - 3. Fully online – virtually no seat time

- B. Faculty members agree to utilize the College’s officially supported learning management systems when teaching enhanced, hybrid, or online courses. An alternative to the college supported learning management systems may be used if mutually agreed to by the academic employee and the appropriate supervising administrator. If such an agreement is made, the following conditions will apply:
 - 1. The faculty member shall provide the appropriate supervising administrator the information necessary to access the course space so that in the event of an emergency, the district can facilitate course continuity and/or student progression.
 - 2. The agreement will explicitly state how and by whom the students and instructor will be provided with technical support.
 - 3. The alternative learning management system will be noted in the class schedule and in the class syllabus.

412 COLLEGE CLOSURE

The President of Lower Columbia College may determine that the public health, property or safety is jeopardized, and it is advisable due to emergency conditions to suspend operation of all or any portion of the institution. When suspended operations are necessary, the following guidelines are to be placed in effect for faculty:

- A. The Vice President for Instruction determines the need to conduct missed classes and notifies faculty and students, if when, and where classes will be scheduled.
- B. In the event that it becomes necessary to close the College or cancel classes because of inclement weather or other emergencies, the College shall follow the campus closure process. No faculty member shall be required to remain after the College has given notification to close the campus. Hazardous health and safety conditions that require the closing of a building for students shall apply equally to all faculty members housed in the facility.
- C. When the College is closed because of inclement weather, ice, snow or other emergencies, or hazardous conditions, faculty members shall not be required to report to work and will suffer no loss of pay or benefits, provided the closure is three (3) contract days or less and instructional requirements can be accomplished within the established calendar. In the event the closure is greater than three (3) contract days, the President will resolve how to adjust the calendar.
- D. When the College is closed early, faculty members shall be permitted to leave immediately after students are dismissed.

SECTION II: FULL-TIME FACULTY PROVISIONS

ARTICLE 500: FULL-TIME SALARIES AND BENEFITS

The salary schedule for full-time academic employees is listed in Appendix B of this agreement. All salary rates are for 173 contract days.

501 SALARY PLACEMENT – FULL-TIME ACADEMIC EMPLOYEES

Placement for full-time academic employees, including full-time temporary appointments, shall be based on a combination of educational attainment and relevant work experience. Salary schedule steps will be awarded first according to Article 501.1 below. Any additional years of experience not considered in Article 501.1 shall be awarded according to the criteria in Article 501.2 below. Additional steps shall be awarded for tenure-track faculty who held a full-time temporary position prior to their tenure track appointment according to the criteria in 501.3 below.

501.1 Base Education and Experience Adjustment

Newly hired full-time academic employees shall be placed on the salary schedule according to the following criteria. All academic credits referenced below are quarter credits; adjustments shall be made for semester credits at an exchange of 1 semester credit = 1.5 quarter credits. All years referenced below refer to years of relevant work experience.

<i>Qualification</i>	<i>Step Placement</i>
<i>Bachelors Degree or Journeyman, Less than Bachelors/Journeyman and up to 6 yrs. experience.</i>	<i>1</i>
<i>Masters Degree, Bachelors + 90 credits, Bachelors + 4 yrs., Journeyman + 4 yrs.</i>	<i>2</i>
<i>Masters + 2 yrs., Masters + 45 credits, Bachelors + 135 credits, Bachelors + 6 yrs., Journeyman + 6 yrs.</i>	<i>3</i>
<i>Masters + 90 credits</i>	<i>4</i>
<i>Doctorate Degree</i>	<i>5</i>

501.2 Additional Experience Adjustment

- A. After placing a new academic employee as outlined in Article 501.1, any years of relevant applicable experience not utilized shall be used to adjust the placement upward to a higher step. Placement shall be adjusted for applicable relevant experience beyond that utilized in Article 501.1 based upon two (2) full years equaling one (1) step not to exceed **six (6)** years (**3** steps) beyond initial placement.

- B. In order to recognize additional prior teaching experience, and/or other conditions, an additional one (1) or two (2) steps may be added to the final placement by the District in mutual agreement with the LCCFAHE representative.

501.3 Steps Earned During Full-time Temporary Assignments

In cases where an academic employee has been working in a full-time temporary position prior to being hired into a tenure track position, and during that time earned sufficient professional development units (PDUs) to advance on the salary schedule as outlined in Article 503, the steps earned shall be added to the initial placement subject to the following criteria:

- A. Steps when earned are added to the placement offer only when the tenure track appointment follows the temporary appointment in a normal sequential manner within six academic quarters.
- B. Normal PDU guidelines and submission dates as outlined in Appendix A apply.
- C. In cases where the PDU evaluation has not occurred by the time a placement offer is to be forwarded and subsequent evaluation shows a step was earned, a salary placement adjustment with appropriate retroactive pay shall be made.
- D. Any PDUs earned during the temporary assignment not used for the award of a step shall be banked and be available for use as outlined in Article 502.
- E. PDUs earned by full-time temporary faculty to complete degrees or other credentials required to meet the minimum requirements of the tenure track position will not be eligible for advancement on the salary schedule or used to add additional steps to the initial salary placement for the position. For professional/technical faculty, PDUs earned in order to complete minimum position requirements that are relevant to vocational certification will count towards vocation certification.

501.4 Minimum Qualifications Requirements

In the event that a tenure track position has a limited pool of applicants, causing it to be necessary to hire a candidate whose qualifications do not meet the minimum required for the position, the candidate will be required to meet the minimum qualifications for the position they are to hold by the end of the probationary period. Minimum criteria must be met before the award of tenure. The candidate will be placed when hired on the salary schedule as if they met the minimum qualifications for the position.

502 DISTRIBUTION OF NEW FUNDS AND TURNOVER SAVINGS

Any salary increases provided by the Legislature earmarked for a specific purpose shall be applied as required and according to the following guidelines:

- A. General salary increase monies shall be applied to each step on the salary schedule on an equal basis. General salary increases shall be effective at the earliest date allowed by the Washington State Legislature.
- B. Increment Monies and Turnover Savings

The District and the LCCFAHE shall meet no later than October 31 of each academic year to verify the number of advancements earned from the prior academic year. Turnover savings, as defined by SBCTC guidelines, shall also be identified and usage negotiated at this time. Increment advancements covered by this section shall be effective at the beginning of fall quarter for the given year.

- 1. Compensation to academic employees for any accrued sick leave will not be included in the calculation of turnover savings. In any instance in which the turnover savings and the sick leave compensation occur in the same fiscal year, the amount used for sick leave compensation will be awarded as turnover in the following fiscal year.
- 2. Any turnover savings and/or increment funds in excess of those required to fully fund outstanding increments will be applied to the salary schedule in equal dollar amounts unless prohibited by the Legislature.
- 3. In cases where excess turnover/increment dollars as defined in section 502B 2 above are less than \$5000, the funds will be carried forward and added to the turnover pool the following year.

- C. Increment monies shall be applied according to the following order:

- 1. First paid: Any unpaid earned advancements from the prior year.
 - a. One earned advancement for individuals who have completed a new Bachelor's, Master's, or earned Doctorate degree. (See exclusion in Limitations section of Appendix A.)
 - b. One earned advancement according to order of LCC seniority beginning with the most senior.
 - c. Additional earned advancements, one at a time as outlined in (a) and (b) above in order of seniority, until all unpaid advancements from the prior year are funded or increment/turnover monies are exhausted.

2. Second paid: One earned advancement granted in the following order:
 - a. One earned advancement for individuals who have completed a new Bachelor's, Master's, or earned Doctorate degree. (See exclusion in Limitations section of Appendix A.)
 - b. One earned advancement according to order of LCC seniority beginning with the most senior.
 - c. Additional earned advancements, one at a time as outlined in (a) and (b) above in order of seniority, until all advancements are funded or increment/turnover monies are exhausted.
 - d. If any earned advancements remain unpaid, they will become first paid advancements in the following year.

503 SALARY SCHEDULE INCREMENT ADVANCEMENT

Academic employees shall advance from step to step on the salary schedule upon the completion of ten (10) professional development units (PDUs) as defined in Appendix A, subject to the following provisions:

- A. Such movement is authorized by the Legislature.
- B. There is a step for the employee to move to.
- C. Such movement is consistent with the priorities established in Article 502.

Such movement is effective at the beginning of the subsequent academic year consistent with (A) above. Any increments due but unpaid shall be carried forward and prioritized as established in Article 502.

Probationary faculty shall continue to accrue PDUs as defined in Appendix A. Beginning with the 2014-2015 Academic Year, probationary faculty will be eligible for step advances earned as outlined above. Any salary increases are applied pursuant to Article 502.

504 SENIORITY ADVANCEMENT

Commencing with the 2008-2009 academic year, non-probationary academic employees shall receive four (4) PDUs for each new year of service completed.

505 PROMOTION UPON TENURE

In recognition of successful completion of the probationary period and the responsibilities attendant to promotion to the tenured status, a faculty member who is

awarded tenure shall be granted three (3) additional steps on the salary schedule. Any step movement attributed to such promotions shall be effective the quarter following the promotion and will not be considered a salary increase for the purposes of Article 502.

506 DEPARTMENT CHAIR PAY

Department chair pay shall be \$3,300 per academic year.

507 SUMMER QUARTER PAY

- A. Academic employees teaching summer quarter shall be paid in accordance with the adjunct rates established in Article 902.
- B. Affiliate faculty who teach summer quarter shall be compensated at the regular adjunct faculty rate.

508 TENURE PURCHASE

Tenure purchase incentives shall be mutually agreed upon by the individual academic employee and the District. All such agreements shall be reduced to writing and enforceable through the grievance procedure outlined in Article 1000. The District shall provide a copy of the written agreement to the LCCFAHE. Tenure purchase compensation shall not count toward retirement calculations.

509 ADDITIONAL ASSIGNMENTS

509.1 Non-Instructional Duties

The District may choose to employ full-time academic employees beyond their normal 173-day assignment for duties other than instruction. Compensation for such assignment shall be made at a rate equal to the employee's annual contracted salary rate divided by the number of days in the base work year times the number of full-time equivalent days to be worked during the additional assignment.

509.2 Instruction of Ungraded and Non-State Funded Courses

Faculty members, at their option, may participate in Corporate Training, Continuing Education Training, and/or Community Education courses. Compensation for these courses may be negotiated between the appropriate administrator or designee and the instructor, unless the District asks a full-time faculty member to teach a course in this category as part of their base workload, in which case regular salary and workload provisions apply.

509.3 Curriculum Development Compensation

General curriculum and program development and maintenance are a part of each faculty member's base work load. In cases where the amount of work involved in

developing a new course or series of courses exceeds the amount expected as a part of general curriculum and program maintenance, the supervising administrator may offer additional compensation, subject to the following provisions:

- A. In order to facilitate flexibility, the compensation amount offered may vary based on the individual needs associated with each development project.
- B. Course development work beyond general curriculum and program development and maintenance is optional for faculty members.
- C. The compensation will be determined by the supervising administrator in consultation with the faculty member prior to the development of the course.
- D. In order to provide a reasonable degree of equity in compensation amounts for various development projects, the following compensation guidelines are offered as a starting point for discussion during the supervising administrator's consultation with faculty members:
 - 1. New Course - \$550 per credit. The faculty member will create a never-before-offered course from scratch, not drawing from a previously taught course. The faculty member may use some existing content from outside sources, but projects in this category require substantial work to create and organize lesson materials.
 - 2. Full Revision of Modality - \$400 per credit. The faculty member will fully convert the modality of an existing course, either in-person to online or online to in-person.
 - 3. Partial Revision of Modality – \$220 per credit. The faculty member will partially convert the modality of an existing course, from in-person to hybrid, hybrid to online, online to hybrid, or hybrid to in-person.

510 CANCELLATION OF CLASSES

Adjunct, affiliate, and full-time academic employees instructing beyond their full-time load who are affected by the cancellation of classes shall receive compensation according to the following schedule:

- A. Academic employees who are asked by their supervising administrator to meet a course for the first session, or who teach for one or more hours before the class cancellation decision is made by the supervising administrator, shall be compensated at the employee's normal hourly rate for the actual number of hours taught or \$120, whichever is higher.

- B. Academic employees whose class is cancelled without 3 working days prior notice will receive \$120.

511 OVERLOAD

Full-time academic employees who instructor perform similar duties in addition to a full load shall be compensated at the adjunct rate.

512 CONFORMANCE WITH STATUTES

It is the intent of the parties that all provisions of this Article be in conformance with the Higher Education Act. In the event that formal action occurs challenging such result, salary provisions contained herein alleged to violate appropriation provisions shall be invalidated pending final resolution of the matter.

ARTICLE 600: FULL-TIME FACULTY WORKLOAD

601.1 Intent and Purpose

It is the intent of the LCCFAHE and the District to establish and maintain workload standards. It is the responsibility of the supervising administrator to ensure that each academic employee has a reasonably equitable workload in terms of the primary assignment, service on councils, committees and task forces, advisory committees, and other activities relating to the academic affairs of the District.

- A. Academic employee work assignments will facilitate quality instruction and allow instructional methods that are innovative and/or the most effective for the given discipline.
- B. Work assignments will create an appropriate distribution of work while allowing adequate flexibility to meet varying organizational and individual needs.
- C. Assignments for academic employees whose primary work assignment is largely non-instructional will be clearly defined and will be comparable in time and effort to those with assignments that are primarily instructional.

601.2 Assignment

- A. Within the limitations and guidelines outlined in this agreement, the assignment of loads for academic employees is the final responsibility of the appropriate supervising administrator. Workloads shall be developed in consultation with individual academic employees and the employee's department. A change in assignment must be within the faculty's assigned instruction unit or as mutually agreed. The supervising administrator and academic employee shall meet at least once each academic year to discuss and review the employee's workload. Other aspects of the employees assignment may be discussed at this meeting, including faculty evaluation information as outlined in Article 800.
- B. The District shall consult with an academic employee at least one (1) quarter before assigning significantly new or different duties to the employee. Significant changes in workload that are mutually agreeable to both the academic employee and the District may be implemented earlier.
- C. The District will seek to fill off campus assignments on a voluntary basis. If no academic employee volunteers, an assignment may be made subject to Article 601.2 (B). Compensation for travel time and mileage to and/or from off campus assignments shall be subject to the following terms:
 - 1. If the off-campus assignment involves additional travel mileage, the employee will be compensated according to OFM travel reimbursement rules and rates. A prior approval form must be completed and submitted to the Office of Instruction.

2. Any cost for parking will be reimbursed.

601.3 Instructional Workload

A. Direct Contact Hours: Each academic employee is assigned an instructional workload comparable to all academic employees' loads in time and effort. Assignments shall normally be from 15 contact hours up to a maximum of 24 contact hours per week in direct instructional contact with students, depending upon the mode of instruction used. These normally assigned hours shall not include assignment of overloads. Direct instructional contact means time scheduled in organized classes, seminars, or other activities of a similar nature. Exceptions are to be agreed upon by the academic employee and the appropriate supervising administrator.

B. Workload Exceptions: The normal full-time load at Lower Columbia College is 15 credits/credit equivalents per quarter with the following exceptions:

1.	ABE/ESL	26
2.	CEO	26
3.	HOFL	12
4.	NURS	10

Exceptions are to be agreed upon by the employee and the supervising administrator. Both the District and the LCCFAHE agree to reopen 601.3 B in the event that the implementation of the Nursing DTA degree requires adjustments to the base workload in NURS courses. Both the District and the LCCFAHE agree to reopen 601.3 B to address ABE/ESL/CEO workload after further study.

C. Student Consultation Hours: Unless otherwise agreed by the employee and the appropriate supervising administrator, full-time academic employees whose primary assignment is teaching will schedule five (5) hours per week outside of classroom instruction to be available for student consultation. All other full-time academic employees and the appropriate supervising administrator will mutually agree as to the number to student consultation hours per week. These hours, including time, location, and telephone number (if available), will be given to the Office of Instruction for publication prior to the start of classes each academic quarter.

D. Advising: As much as possible, student advisees shall be matched with faculty advisors by program, major, and degree intent. Every effort shall be made to equalize advisee loads at 30 advisees. No advisees over 30 shall be assigned without the permission of the academic employee and the supervising administrator. Additional advisees will be considered an overload

assignment and be compensated at the rate of \$20 for each advisee over 30, unless used as described in 601.4 towards an employee's service obligation.

- E. **Assessment:** In addition to class assessment activities associated with instruction, academic employees have an obligation to participate in program or discipline-related assessment activities occurring within their departments as a part of the base instructional workload.
- F. **Class Capacities:** Capacities will not be increased without prior consultation with the affected academic employee. Online class capacities shall not exceed that of face to face classes unless mutually agreed upon by the academic employee and the supervising administrator.

601.4 College Service Obligation

- A. Full-time faculty members are expected to participate in activities that promote the healthy functioning and advance the mission of the College. This service to the College is beyond that listed in 601.3.
- B. Examples of service activities include, but are not limited to:
 - 1. Serving on a committee as appointed by the President of the College, Vice President for Instruction, Vice President for Student Success, the appropriate dean or supervising administrator, or the instructional department
 - 2. Advising more than 30 active advisees, without additional compensation, as assigned by normal college procedures
 - 3. Coordinating and scheduling of Professional Technical Advisory Committees
 - 4. Serving as the advisor of a student club
 - 5. Engaging in unpaid internal or external consulting
 - 6. Teaching additional courses above normal assignment. No overload assignment is made when the academic employee uses teaching to fulfill the requirement
 - 7. Maintaining/preparing instructional lab facilities
 - 8. Coordinating special events
 - 9. Working with area high schools and/or other agencies
 - 10. Other activities as appropriate to the academic employee's work assignment and mutually agreed to by the employee and the supervising administrator

- C. The assignment of the specific activities will be made by the academic employee's supervising administrator after consultation with the academic employee. Every effort will be made to ensure that there is workload equity among the faculty.
- D. Service obligation activities will be included in the faculty member's Teaching Effectiveness Plan and updated as changes occur.

601.5 Probationary Faculty Workload Considerations

Before assigning additional tasks to probationary faculty, the appropriate supervising administrator will consult in good faith with the appropriate probationary committee to ensure that their workloads are reasonable in light of the rigor and additional tasks required during the probationary period.

- A. Probationary academic employees who have issues or concerns regarding workload may request that their supervising administrator, probationary committee, and/or the LCCFAHE review their workload and make recommendations, with the understanding that the appropriate supervising administrator has the final responsibility to resolve any issues or concerns.
- B. The frequency of requests shall be limited to two (2) per academic year, unless additional requests are mutually agreeable to the LCCFAHE and the District.
- C. Should the supervising administrator be unable to resolve a workload issue, the appropriate vice president shall be the final arbiter.
- D. A probationary academic employee may appeal any final decision made by the supervising administrator to the appropriate vice president, who shall be the final arbiter.

602 COOPERATIVE EDUCATION

Academic employees may participate in cooperative education and other workbased learning activities either as an overload activity or as a part of their college service obligation. Academic employees serving as Instructor Coordinators in cooperative education experiences are subject to the following provisions. Instructor Coordinators will:

- A. Complete orientation activities to review cooperative education policies, procedures and responsibilities.
- B. Provide work-based learning guidance to students and will assist them in planning their career goals, developing learning objectives for the work site and monitoring their progress throughout each quarter of enrollment in co-operative education.

- C. Complete on-site visits as required by the State Board (SBCTC) Policy Manual.
- D. Submit final grades following approved college procedures, and submit final evaluations for the student's record to cooperative education staff following established procedures.

ARTICLE 700: FULL-TIME FACULTY LEAVES

This article does not apply to the following adjunct contracts: Continuing Education, Corporate Training, Stipends, and other Special Contracts.

701 SICK LEAVE DEFINITION

- A. "Sick leave" shall mean a leave of absence with pay granted pursuant to RCW 28B.50.551 for illness, injury, bereavement, or emergencies.
- B. "Compensatory account" shall mean that account set up for sick leave, and that account shall be posted with sick leave.
- C. "Non-compensatory" shall mean sick leave which is ineligible for sick leave buyback pursuant to Article 703.
- D. A full-time academic employee shall be credited with twelve (12) days sick leave on the first day of the initial contract which is for three (3) consecutive quarters. Thereafter, commencing with the second year of employment, the employee shall be credited with one (1) day of leave per month. Full-time academic employees teaching summer quarter do not accrue additional leave under Article 903. Academic employees in leave without pay status shall not be credited with leave.
- E. Employees shall notify their supervising administrator when they find it necessary to be absent. The employer reserves the right to request from the employee a statement signed by a licensed health care practitioner or certified mental health practitioner concerning treatment for an illness or injury which extends five (5) consecutive contract days or longer.

702 ANNUAL ACCOUNTING FOR SICK LEAVE

- A. All sick leave taken by eligible employees shall be posted to the compensatory account, except for those employees who have a non-compensatory account balance in which case in any month the number of days charged to the compensatory account shall not exceed the number of days accrued to their compensatory account that month. Excess sick leave days in that month will be charged to the non-compensatory account until it is exhausted. Any remaining sick leave days used will be charged to the compensatory account.
- B. Leave account information is available through the LCC internal information system.

703 SICK LEAVE BUY-BACK

- A. Pursuant to RCW 28B.50.553, in January of the year following any year in which a minimum of sixty (60) compensable days of sick leave is accrued, and each January thereafter, any eligible employee may, upon written request, receive

remuneration for unused compensable leave accumulated in the previous calendar year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued compensable leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from the accrued compensatory balance at the rate of four (4) days for every one (1) day's pay.

- B. Eligible employees, at the time of separation from State service due to retirement on account of age or physical disability, or the estate of a deceased eligible employee, may participate in sick leave buy out or VEBA compensation consistent with applicable statutory requirements and District procedure.

704 JURY DUTY

Leave of absence with pay shall be granted employees to serve on jury duty, as trial witnesses, or to exercise other subpoenaed civil duties. Employees will be allowed to retain any compensation paid to them for their jury duty service. Employees shall reimburse the Employer for compensation received for all other civil duty, exclusive of expenses incurred.

705 BEREAVEMENT LEAVE

Bereavement leave, which is deducted from sick leave, may be taken as follows:

- A. Five (5) days for death in the immediate family, which includes: husband, wife, offspring, parent, sibling, stepbrother, stepsister, stepchild, stepparent, grandchild, grandparent, in-law, or any person living in the immediate household of the employee. Leave to pay last respects to a very close deceased friend may be granted by the immediate supervisor without loss of pay to the employee.
- B. Upon approval of the appropriate dean, additional days of bereavement leave shall be deducted from accumulated sick leave.

706 FAMILY AND MEDICAL LEAVE

Long term medical leave shall be granted in accordance with the Family and Medical Leave Act (FMLA) and any amendments thereto and the Washington Family Care Law as defined in WAC 296-130-020. Eligibility requires that an employee has worked for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave. Eligible employees are entitled to up to twelve (12) workweeks of paid or unpaid FMLA leave in a twelve (12) month period.

707 SABBATICAL LEAVE

707.1 Philosophy

Sabbatical leaves, in accordance with RCW 28B.10.650, provide full-time tenured academic employees with the opportunity for professional growth, enrichment, and renewal and are encouraged by the College. The professional growth and enrichment aspects of a sabbatical leave enhance the ability of faculty to fulfill their duties at the College. The enrichment and renewal aspects allow faculty to pursue activities not normally allowed during their regular assignment and regain a healthy perspective on their profession.

707.2 Duration

The Board may grant up to three (3) quarters of absence with or without pay to full-time academic employees for research, study in residence at an accredited institution of higher education, work to update skills, educational travel, or other activities.

707.3 Eligibility

Tenured faculty members may apply for their initial sabbatical when in at least their fifth year of service at the College. The initial sabbatical, if approved, will begin no sooner than the beginning of the sixth year of service. Sabbatical leave requests shall generally not exceed three academic quarters (one academic year) of leave from contracted responsibilities. After completing the sabbatical and fulfilling the requirements outlined in Article 707.9, faculty may apply for additional sabbaticals at any time; however, the number of sabbaticals granted to an individual will be considered during the evaluation process as outlined in Article 707.7.

The average number of annual remunerated professional leaves awarded at any institution or district shall not exceed four percent of the total number of full time equivalent faculty, as defined by the office of financial management, who are engaged in instruction (RCW 28B.10.650).

707.4 Application Process

The application process that follows is intended to be specific enough to allow for the orderly and fair review of sabbatical proposals, flexible enough so that academic employees can take advantage of opportunities that arise, and timely enough that the college and the employee can plan for the implementation of the sabbatical. Academic employees requesting a sabbatical shall:

- A. Prepare a sabbatical proposal according to the application format in Article 707.5. Consultation with the academic employee's department and dean during the preparation of the proposal is encouraged.

- B. Submit the proposal to their division dean. Proposals must be submitted by the fifth day of classes of Fall, Winter, or Spring Quarter for consideration during that quarter. Proposals received after the fifth day of the quarter shall be considered the following quarter. Proposals are not evaluated during Summer Quarter.
- C. Requests for sabbatical leave for two or three consecutive quarters that span two academic years (divided by Summer Quarter) shall be submitted and regarded as a single sabbatical application.

707.5 Application Format

In order that the Sabbatical Leave Committee may objectively evaluate each application, the following outline is offered. Individuals may offer additional material, but at a minimum should include the following:

- A. Statement of Topic – This statement should frame the thesis of the proposal.
- B. Summary of Need – This section should explain how the proposal addresses the needs of students, the individual, the department(s), the College and/or the community.
- C. Evidence of Preparation and Commitment – This section should include information pertaining to professional background, interest, and goals.
- D. Description – This section should outline the prospective activities and expected results of the sabbatical, divided into three sections:
 - 1. An outline of the activities to be completed.
 - 2. What the sabbatical study would do to enhance the effectiveness of the individual faculty member.
 - 3. What benefit is likely to accrue to the institution as a result of the applicant’s study leave.
- E. Sabbatical Timeline and Implementation – This section should list the time frame of the sabbatical and list specific considerations related to critical decision dates, potential workload coverage, and any other issues related to the implementation of the sabbatical by the college. It is suggested that sabbatical requests are made two quarters in advance.

707.6 Application Review Process

- A. Review

At the beginning of each quarter, the deans will identify any proposals submitted or pending from the previous quarter. Sabbatical committee

members will be notified of the pending application(s) no later than the end of the second week of the quarter. A meeting of the Sabbatical Leave Committee will be convened no later than the fifth week of the quarter. After electing a chair as outlined in 707.7, the committee will check applicants for eligibility and review the applications according to the criteria outlined in this agreement. The committee may request the attendance of applicants and assist as needed with revisions to the application. After applications are adequately revised (if needed), the committee shall make a written recommendation, ranking all applications properly submitted and meeting the criteria as outlined in this agreement. The recommendation shall be completed either by the end of the quarter or according to a later deadline if appropriate and requested in the proposal. The ranking will indicate the committee's priority as to the granting of leaves and shall follow the guidelines established in 707.6(C). The written recommendation will be forwarded by the committee chair to the Vice President for Instruction and all sabbatical applicants. The Vice President for Instruction will review the committee's recommendation and prepare his or her written recommendation. A copy of the Vice President for Instruction's recommendation will be sent to each sabbatical applicant. The Vice President for Instruction's recommendation, along with the committee's recommendation, will be presented to the President, who will make the final decision.

B. Evaluation Criteria

In order to provide objective and fair evaluation and ranking of proposals, the following guidelines will be used to evaluate proposals. These guidelines may be revised by mutual agreement between the District and the LCCFAHE.

1. Value to the individual (40% weighting) – The proposal should meet at least one of the following considerations:
 - a. Will improve and develop teaching skills.
 - b. Will improve an area of professional concern (methodology, curricula, etc.)
 - c. Will assist faculty in meeting professional development goals (evaluation cycle outcomes).
2. Value to the institution/instructional program (40% weighting). The proposal should meet at least one of the following considerations:
 - a. Will develop a new direction for program/department/institution.

- b. Will develop a new program (courses) for instruction/institution.
 - c. Will develop significant content/skills in existing courses.
 - d. Will help evaluate effectiveness of program/department/institution.
 - e. Will allow program to adopt new technology.
3. Previous sabbaticals (20% weighting). The committee will factor into their ranking whether or not an applicant has had a previous sabbatical. In general, the committee will apply the principle that, within a group of applicants, the applicant with the least number of previous sabbaticals should be given preference. For all applicants who have had a previous sabbatical that commenced on or after Fall Quarter 1998, the committee shall review the written report completed for the previous sabbatical leave. The committee may recognize that, under exceptional circumstances, it may be desirable to place a proposal by an applicant with previous sabbaticals at a higher priority than a proposal submitted by an applicant with fewer or no previous sabbaticals.

C. Ranking Criteria

For situations in which more than one sabbatical leave is requested for a given quarter or quarters, the committee shall apply the following guidelines:

1. No more than four percent of the total number of full time equivalent faculty, as defined by the Office of Financial Management, who are engaged in instruction (RCW 28B.10.650) should be on sabbatical for any given quarter.
2. When ranking sabbatical proposals, the impact on the discipline area(s) shall be considered.

D. Meritorious Unfunded Sabbatical Requests

In the event the review process finds a sabbatical proposal to be meritorious, but the leave is not recommended because of a lack of sabbatical slots, higher priority institutional need for other proposals, or resource limitations, the committee may offer the faculty member continuance for one year. If accepted, such a continuance shall result in the application having priority over other applications submitted in the .

E. Appeal

Faculty members may appeal the recommendation of the committee or the Vice President for Instruction. Appeals shall be in writing and will express the applicant's objections, rationale, and remedy. Appeals of the committee recommendation will go to the Vice President for Instruction, who will consider the appeal in his or her recommendation. Appeals of the Vice President for Instruction's recommendations will go to the President, who will consider the appeal before making the final decision. Applicants have the right to discuss their written appeals in person with the Vice President for Instruction before he/she completes his/her recommendations/decision and may have LCCFAHE representation, if desired. All parties will respond within a reasonable time frame at all levels of this process, so as not to delay the overall decision-making process.

707.7 Sabbatical Leave Committee

The Sabbatical Leave Committee will consist of four tenured faculty members elected by the full-time faculty each fall and two instructional division deans as appointed by the Vice President for Instruction. Each instructional department shall nominate one member to be considered for election to the Sabbatical Leave Committee. Faculty service terms shall be three years. Elections for faculty positions shall be staggered on a three-year cycle, with one faculty member being elected in the first and second years of the cycle and two faculty members being elected in the third. In the event that a faculty member is unable to finish a three-year term, a replacement will be elected for the remainder of the term. Faculty members may be elected to serve no more than two consecutive terms. Each quarter in which one or more applications are to be reviewed, the committee shall at its first meeting elect one of the faculty representatives to serve as chair for the remainder of the quarter. The committee will review sabbatical applications according to the provisions of Article 707.6.

707.8 Compensation

Compensation for sabbatical leave shall be 90% of the academic employee's base salary.

- A. Failure to complete fully the sabbatical objectives as approved will result in the academic employee being required to repay the College 80% of the awarded sabbatical salary. Disputes regarding the completion of sabbatical objectives shall be resolved by joint review of the Sabbatical Leave Committee and the Vice President for Instruction, and such resolutions shall not be subject to the grievance procedure of this Agreement.

- B. Academic employees may use sick leave during a sabbatical, provided they submit a physician's statement certifying the necessity for sick leave use during sabbatical. Academic employees who experience sick leave during sabbatical shall submit a time table for completion of the sabbatical requirements to the appropriate division dean for approval. Failure to meet the requirements of the revised completion of the sabbatical will result in repayment as provided in 707.8 A.

707.9 Other

- A. An academic employee granted a leave will sign an agreement to complete the following:
 - 1. Return to the College for a period of time equal in length to that of the leave granted at same or comparable position with no loss in salary schedule status.
 - 2. Refund the College all leave pay should the recipient not return at the expiration of the leave. Should the academic employee be unable to return because they have become disabled or deceased during the leave, no refund is required.
- B. Upon completion of the sabbatical, the academic employee will prepare a written report that summarizes the actual sabbatical activities and compares them to the description outlined as a part of the application process in Article 707.4. The report shall be completed no later than two quarters after the completion of the sabbatical. Reports will be submitted to the Vice President for Instruction, who will place them in the LCC library. The report shall be reviewed by the Sabbatical Leave Committee when evaluating any future sabbatical requests by the academic employee.
- C. Upon completion of the sabbatical, the academic employee will complete two presentations on his or her sabbatical: one to the faculty and campus community as arranged at a mutually convenient time with the Vice President for Instruction and one to the Board of Trustees as arranged at a mutually convenient time with the President. The presentations shall be completed no later than two quarters after the completion of the sabbatical.
- D. The sabbatical leave policy of the Agreement shall be administered separately from the Faculty Development policy.
- E. The sabbatical program shall be administered in a manner consistent with all statutory requirements.

708 LEAVE SHARING

Full-time academic employees may participate in the Lower Columbia College's share leave program.

709 LEAVE WITHOUT PAY

- A. Leave without pay may be granted to a faculty member by the College. Requests must be made in advance and are subject to the approval of the appropriate supervising administrator.
- B. Leave without pay and absences other than those granted under this article, will be at the academic employee's daily rate.
- C. When a full-time academic employee is on leave without pay for more than fifteen (15) consecutive contract days, the academic employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay. This provision does not apply to unpaid sabbatical.

710 PERSONAL LEAVE

Personal leave shall be available under the following circumstances:

- A. Full-time academic employees shall have four (4) days of personal leave per contract year. Full-time academic employees who teach as an adjunct during summer quarter shall accrue one additional personal leave day available for use during summer only.
- B. Prior approval from the dean is required for the use of more than two consecutive days of personal leave.
- C. The faculty member using the leave is responsible for making adequate arrangements for covering the course material for a given leave day.
- D. Personal leave for Commencement or In-Service days must be requested in writing and approved by the appropriate Vice President or designee prior to the event.
- E. Adjunct academic employees shall have four (4) days of personal leave available from July 1 through June 30. No more than (2) days may be used per quarter.

711 FAITH AND CONSCIENCE LEAVE

Leave without pay will be granted for holidays of faith and conscience for up to two (2) days per calendar year provided that the employee's absence will not impose on the

District an undue hardship, as defined by WAC, or that the employee is not necessary to maintain public safety.

ARTICLE 800: EVALUATION OF NON-PROBATIONARY ACADEMIC EMPLOYEES

801 PURPOSE

The purpose of this evaluation program is to provide for professional and personal faculty growth and to foster a standard of teaching and service that provides for quality student education. Evaluations conducted under this article shall be conducted objectively in an equitable and professional manner by all parties. Both the academic employee and the appropriate supervising administrator have specific responsibilities related to the evaluation process outlined in this article. Requests for supplemental evaluation data by appropriate administrators as outlined in provisions of this article may be made on a random basis or to address legitimate instructional concerns, but shall not be made to place an unfair or inequitable burden on any academic employee.

The evaluation process is intended to maintain effectiveness of academic employees in:

- A. Teaching, advising, and/or counseling skills or skills as a librarian;
- B. Interacting with students;
- C. Articulating current knowledge in their subject/discipline area;
- D. Maintaining/developing curriculum and programs;
- E. Performing assessment activities;
- F. Collaborating with faculty, staff, and external agencies or groups;
- G. Staying current on regulatory requirements affecting instruction (FERPA, ADA, etc.) and college safety, security, and emergency procedures;
- H. Adhering to established college policies and procedures;
- I. Managing personal professional development; and
- J. Managing and/or maintaining instructional labs if applicable to the work assignment.

802 APPLICABILITY

- A. With the exception of 803.1, the provisions of this Article shall not apply to probationary academic employees.
- B. It is understood that this Article creates a formative evaluation system; accordingly, no data collected as a result of this article may be used by any party in any disciplinary or termination proceeding. To support useful formative feedback, an evaluation schedule that distributes the evaluation activities

throughout the three-year period will be drafted jointly by the academic employee and the dean or supervising administrator and may be amended as agreed.

- C. Nothing in this article shall be construed to preclude summative evaluation on an ad hoc basis consistent with Article 802 B above, and Articles 803, 806, and 1100 of this Agreement.

803 STUDENT EVALUATION OF INSTRUCTION FOR FULL-TIME ACADEMIC EMPLOYEES

803.1 Type

Faculty evaluation form(s) shall be developed that are equitable and accommodate different disciplines and a variety of teaching modalities. The contents of the form(s) shall be mutually agreed upon by representatives of the contract maintenance team. The form(s) shall be reviewed annually and may be revised within the period of this contract with the mutual consent of each party.

803.2 Frequency

- A. Full-time tenured.

Each full-time tenured academic employee with a teaching assignment will be evaluated by all of his/her students at least one quarter each academic year. During one of the first two years in the triennial conference cycle established in Article 809, Spring quarter classes shall be evaluated. In the other year of the first two years of the triennial conference cycle, any quarter's classes will be evaluated. In the third year of the triennial conference cycle, both Fall and Winter quarter classes shall be evaluated. Any variation of this cycle shall be mutually agreed to between the academic employee and the appropriate supervising administrator.

- B. Full-time Temporary.

Each full-time temporary academic employee with a teaching assignment shall be evaluated by all of his/her students each quarter of employment. The results of the evaluations shall be reviewed during the employee's conference(s) as outlined in Article 809 and shall be included in the teaching effectiveness plan required in Article 810.

803.3 Data Gathering

During the last three weeks prior to the final examination week of the quarter, the academic employee shall initiate the completion and collection of the district evaluation form from all classes taught during the quarter. Student evaluations will be conducted in a manner that protects student anonymity and employee confidentiality. The appropriate supervising administrator shall have access to the

student data prior to returning the processed forms to the academic employee by the end of the second week of instruction of the following quarter. The summary data will be placed in locked confidential files in the Office of Instruction with access limited to the appropriate administrators. Academic employees may inspect their individual files.

803.4 Additional Student Evaluation

Other student evaluations may be initiated by the academic employee. The appropriate supervising administrator for the academic employee may initiate other student evaluations after first consulting with the academic employee. Information collected by either party through supplemental evaluations may be used for formative purposes during the triennial conference, provided that information collected by one party is shared with the other party for review before the day of the triennial conference. With the mutual consent of both the academic employee and the appropriate supervising administrator, information not shared in advance of the triennial conference may be included in the conference discussion.

804 PEER ASSESSMENT

804.1 Peer Evaluation

Peer evaluations will be conducted for each tenured academic employee during the third year of the triennial cycle using the form mutually agreed upon by the District and the LCCFAHE. The peer group for evaluation will be identified by the dean after consultation with the academic employee and is not restricted to members of the academic employee's department.

804.2 Peer Observations

Peer observations may be conducted for each tenured academic employee during the triennial cycle using the classroom observation forms. The peer observer will be identified by the dean after consultation with the academic employee and is not restricted to members of the academic employee's department. If the need arises, peer observations may be assigned by the supervising supervisor.

805 SELF EVALUATION

In preparation for any formal evaluation conference scheduled as a result of Article 807, each academic employee shall prepare and submit a written self-assessment in a format mutually determined by the academic employee and the appropriate supervising administrator. Such assessment shall include complete student evaluation data and/or other client survey data and the academic employee's conclusions regarding areas of strength and areas where improvement is desirable.

806 ADMINISTRATIVE OBSERVATIONS

The appropriate dean or supervising administrator will visit a minimum of one class for the purpose of observing and collecting data for each tenured academic employee once during the triennial conference cycle. The administrator may visit some or all of the academic employee's classes for the purpose of observing and collecting data, provided that such visits are scheduled beforehand with the academic employee. If the dean or supervising administrator chooses to do more than one classroom observation, an effort will be made to communicate the purpose of the observation to the academic employee beforehand. Evaluative input collected under this article by either party may be used for formative purposes during the triennial conference, provided that the information collected by one party is shared with the other party for review before the day of the triennial conference. With the mutual consent of both the academic employee and the supervising administrator, information not shared in advance of the triennial conference may be included in the conference discussion.

807 SUPERVISOR'S EVALUATION

After each annual or triennial evaluation meeting, the dean or supervising administrator will provide a written summary providing formative feedback on what the faculty member is doing well and any suggestions for improvement. A draft of this summary will be provided to the faculty member for review before being included with other documentation collected under Article 800. The summary may be adjusted by mutual agreement, or the faculty member may attach a separate written response. Both the dean or supervising administrator and the faculty member will sign the final summary to acknowledge completion of this process.

808 ADDITIONAL EVALUATIONS

Either the academic employee or the appropriate supervising administrator may request evaluative input from advisory committees, employers and other members of the community.

809 CONFERENCES

809.1 Frequency

Each full-time tenured academic employee shall arrange a triennial conference with the appropriate supervising administrator. Conferences with full-time temporary academic employees shall be held during the first year of employment and, contingent on reappointment, triennially thereafter. One-third of the faculty shall hold conferences during an academic quarter every year, the quarter/year for each individual to be determined by lot.

809.2 Purpose

During the conference, self-assessment data developed pursuant to Article 805 shall be reviewed. Except for non-teaching academic employees, the primary purposes of the conference shall be to review evaluation data, review the teaching effectiveness/professional development plan required in Article 810, and identify ways in which the District may assist the academic employee in maintaining and/or improving his/her teaching effectiveness. Where areas for improvement in an academic employee's performance are identified, the institution shall work with the academic employee to develop and implement a plan to address identified areas of concern. The administrator shall also provide input regarding the academic employee's contributions to department, division, and/or college goals. For non-teaching academic employees, the primary purpose shall be to evaluate progress towards the goals and objectives outlined in the annual/professional development work plan required in Article 811 and review client and other evaluation data as appropriate to the work assignment.

809.3 Alternate Evaluation Schedule

A triennial conference is the maximum interval for conferences between academic employees and their supervising administrator. Either the academic employee or the appropriate supervising administrator may request biennial conferences as an alternative.

810 TEACHING EFFECTIVENESS/PROFESSIONAL DEVELOPMENT PLAN

810.1 Requirements: Full-time Tenured Academic Employees

Within the first quarter following the granting of tenure, and in preparation for the triennial conference thereafter, each tenured academic employee teaching classes shall submit a concise written proposal outlining his/her plans for the next three years which will improve and/or maintain teaching effectiveness. The academic employee is responsible for carrying out his/her three-year teaching effectiveness plan. The plan and any future changes in the plan must be mutually agreeable between the appropriate supervising administrator and the academic employee.

810.2 Requirements: Full-time Temporary Academic Employee

Full-time temporary academic employees with a teaching assignment employed for more than one consecutive year shall develop, with the appropriate supervising administrator, a concise teaching effectiveness plan by the end of fall quarter of the second year of employment. The plan shall outline activities for a term to be mutually determined between the academic employee and the appropriate supervising administrator which will improve and/or maintain teaching effectiveness. If subsequent employment occurs, the academic employee is responsible for carrying out his/her teaching effectiveness plan for the duration of

the plan. The plan and any future changes in the plan must be mutually agreeable between the appropriate supervising administrator and the academic employee.

810.3 Professional/Technical Faculty Plan Requirements

For professional/technical faculty, the teaching effectiveness plan serves as the professional development plan required in WAC 131-16-092 through WAC 131-16-094. As such, it must incorporate all the elements required in these sections of WAC.

- A. The plan shall identify priorities for professional growth. The priorities should address, at a minimum, the professional-technical faculty's ability to provide student instruction, supervise learning environments and implement curriculum, outcomes, and assessments. The plan shall be developed in collaboration with the faculty member and the appropriate supervising administrator, and include at least five professional development activities that are linked to the Skill Standards for Professional-Technical College Instructors and Customized Trainers.
- B. The plan shall include:
 - 1. Activities identified by the faculty member and supervising administrator for professional development and growth.
 - 2. Measurable outcomes related to activities and the achievement of skill standards.
 - 3. A timeline for successful achievement of outcomes.
- C. Examples of professional development activities include, but are not limited to, workshops, courses of instruction, conferences, industry experiences and projects. The appropriate supervising administrator shall be responsible for the approval of the professional development plan.

810.4 Annual Progress Meeting

Both full-time tenured and temporary academic employees shall meet with the appropriate Dean at least once each academic year to review the academic employee's teaching effectiveness/professional development plan and facilitate planning related to professional development and annual goals. Temporary faculty employed for more than one consecutive year shall hold the first annual meeting no later than fall quarter of the second year of employment, and annually as arranged thereafter. This meeting may also include planning discussions on workload as specified in Article 600. The purpose of the progress meeting is to facilitate planning and intermediate review of progress towards goals, and as such, does not replace the regular triennial evaluation. The following agenda is suggested for this meeting but may be modified as needed:

- A. Discussion/verification of the academic employee's schedule for student evaluation of classes.
- B. Goals related to instruction, instruction-related activities, institutional service, and other appropriate areas related to the academic employee's assignment and teaching effectiveness/professional development plan.
- C. Potential professional development activities, goals for completion, and strategies for funding activities.
- D. Workload and assignment for future quarters, if the meeting is also being used to meet the requirements listed in Article 601.2.

811 NON-TEACHING ACADEMIC EMPLOYEES

811.1 Work Plan

Non-teaching academic employees shall develop a work plan by the end of the first quarter of the non-teaching assignment. Specific goals, objectives, evaluation instruments/methods, and the duration/timeframe of the plan shall be mutually developed between the appropriate supervising administrator and the academic employee. Where applicable, the plan should include evaluation data from the students or clients served by the academic employee. At the request of either party, an LCCFAHE representative may participate in the formulation of the work plan. For academic employees with less than a full teaching load and additional non-teaching duties, the work plan and teaching effectiveness plan shall be combined into one plan addressing both aspects of the employee's assignment. The plan and any future changes in the plan must be mutually agreeable between the appropriate supervising administrator and the academic employee. The academic employee is responsible for carrying out his/her work plan. Where areas for improvement in an academic employee's performance are identified, the institution shall work with the academic employee to develop and implement a plan to address identified areas of concern.

811.2 Annual Progress Meeting

Full-time tenured and temporary academic employees with non-teaching assignments shall meet with the appropriate Dean at least once each academic year to review the academic employee's teaching effectiveness/professional development plan and facilitate planning related to professional development and annual goals. Temporary faculty employed for more than one consecutive year shall hold the first annual meeting no later than fall quarter of the second year of employment, and annually as arranged thereafter. This meeting may also include planning discussions on workload as specified in Article 601.2. The purpose of the progress meeting is to facilitate planning and intermediate review of progress towards goals, and as such, does not replace the regular triennial evaluation. The following agenda is suggested for this meeting but may be modified as needed:

- A. Goals related to instruction, instruction-related activities, institutional service, and other appropriate areas related to the academic employee's assignment and teaching effectiveness/professional development plan.
- B. Potential professional development activities, goals for completion, and strategies for funding activities.
- C. Workload and assignment for future quarters, if the meeting is also being used to meet the requirements listed in Article 601.2.

SECTION III: ADJUNCT FACULTY PROVISIONS

ARTICLE 900: ADJUNCT SALARIES AND BENEFITS

901 AFFILIATE STATUS

- A. An adjunct academic employee who has completed at least 20 full-time equivalent units at Lower Columbia College shall be granted Affiliate Status. Affiliate faculty have the following privileges during the regular academic year:
1. First priority to request classes for which they are qualified in the program, discipline, or field in which Affiliate Status is attained and for which full-time faculty are not available or qualified to teach. The procedure for scheduling class assignments is described in Article 409.
 2. The ability to take an approved unpaid leave of absence.
- B. For the purposes of qualifying for Affiliate Status, one full-time equivalent unit shall be defined as the total number of credits taught divided by 15 credits for regular adjunct courses, and 26 credits for ABE/ESL/CEO courses. In cases where an individual has taught in more than one discipline, all credits count towards affiliate status.
- C. Affiliate faculty are required to conduct student evaluations as described in Article 906.
- D. Affiliate faculty shall be compensated at the regular adjunct faculty amount for summer school as described in Article 902.

902 ADJUNCT AND AFFILIATE SALARIES

- A. Compensation for adjunct faculty shall be based on the following rates:

Lecture Instruction Rates – per credit

Adjunct Step 1	\$495
Adjunct Step 2	\$561
Affiliate	\$667

Lab Instruction Rates – per credit

Adjunct Step 1	\$760
Adjunct Step 2	\$836
Affiliate	\$994

ABE/ESL Rates – per credit

Adjunct Step 1	\$415
Adjunct Step 2	\$425
Affiliate	\$450

CEO Rates – per hour

Adjunct Step 1	\$41.50
Adjunct Step 2	\$42.50
Affiliate	\$45.00

1. The course lecture and lab session values for the purpose of computing part-time compensation shall be defined by the Master Course Catalog File.
 2. In order to move from Adjunct Step 1 to Adjunct Step 2, the adjunct faculty member must have taught 45 or more credits at LCC.
 3. In applying the above, the lab session rate shall be applicable to all non-instructional academic employees. The lecture rate shall be applied to the Math Achievement Center and the BTEC Lab. A one-lecture/two session lab rate shall be applied to the Welding and Machine Shop Labs.
 4. Both the District and the LCCFAHE agree to reopen this article to address ABE/ESL/CEO workload after further study.
- B. Exceptions to 902 (A) shall be as follows:
1. Compensation for academic employees teaching special apprenticeship courses will be at the ABE/ESL rate.
 2. Cooperative Education Instructor Coordinators shall be compensated at \$73.27 per student per quarter.
 3. Nursing lab rate will include additional compensation for clinical responsibilities of \$325 per clinical assignment.
- C. Full-time academic employees who substitute for academic employees who are ill or on pre-approved absence from the campus shall be paid \$25.00 per 50 minute session, provided the arrangement has been previously approved by the appropriate administrator.
- D. Full-time academic employees who fill in on a vacant position or extended leave shall be paid at the rate agreed upon by the person involved, LCCFAHE, and the appropriate dean.
- E. The professional partner coordinator shall be compensated at the rate of \$750.00 per quarter.

- F. Upon completion of duties, professional partners shall be paid at the rate of \$100.00 per quarter per adjunct faculty member assigned.
- G. Academic employees who teach independent study shall be compensated at the quarterly rate of \$30.00 per student per credit. The formula for calculating the percent of full time for independent study is available in the Office of Instruction upon request.

903 ADJUNCT SICK LEAVE

903.1 Method of calculation.

Faculty members employed on adjunct and/or quarterly contracts shall earn sick leave based on their contracted FTEF multiplied by seven (7) for each month they are in active teaching status. At no time shall the total hours of sick leave earned per month exceed seven (7) hours. Adjunct faculty shall accumulate such leave at the rate of one (1) day (prorated) for each calendar month during which they are employed for a contractual day.

903.2 Bereavement and FMLA

Adjunct Faculty are entitled to use their accrued sick leave for bereavement as defined in Article 705 and for emergency, family, medical, and disability purposes consistent with that of full-time faculty as defined in Article 706. Sick leave will only be taken during the duration of a current adjunct contract. For purposes of establishing eligibility under the Family Medical Leave Act, adjunct faculty are required to work at least fifty percent of a full load for the three previous consecutive quarters with Lower Columbia College.

903.3 Accrual

- A. Adjunct Faculty sick leave will accumulate from quarter to quarter.
- B. The College will maintain an individual's sick leave balance for three years following active employment.
- C. Active employment for purposes of sick leave accrual for Adjunct Faculty is teaching at least one class every academic year.
- D. Adjunct Faculty must petition for reinstatement of their accrued sick leave balance within three (3) years after leaving active employment with Lower Columbia College. Failure to petition for reinstatement of sick leave will result in the loss of any accrued sick leave balances.

903.4 Sick Leave Buy-Back

- A. Pursuant to RCW 28B.50.553, in January of the year following any year in which a minimum of sixty (60) compensable days of sick leave is accrued, and each January thereafter, any adjunct faculty may, upon written request, receive remuneration for unused compensable leave accumulated in the previous calendar year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued compensable leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from the accrued compensatory balance at the rate of four (4) days for every one (1) day's pay.
- B. Adjunct faculty, at the time of separation from State service due to retirement on account of age or physical disability, or the estate of a deceased eligible employee, may participate in sick leave buy out or VEBA compensation consistent with applicable statutory requirements and District procedure.

903.5 Shared Leave

Adjunct Faculty may participate in Lower Columbia College's shared leave program.

903.6 Transferability

- A. Adjunct Faculty may transfer sick leave balances from another Washington State public community and/or technical college when Lower Columbia College becomes the sole employer. Adjunct Faculty must petition to transfer their sick leave balance during the 3rd quarter following the initial first two quarters in which Lower Columbia College has been their sole employer.
- B. If simultaneously employed at another Washington State public community and/or technical college, the respective campus' negotiated agreement will apply.

904 ADJUNCT FACULTY WORKLOAD

The primary function of adjunct instructors is to teach students in a professional environment that is conducive to learning and consistent with LCC's Mission and Core Values. Adjunct instructors will communicate and work collaboratively with the department chair and the appropriate supervising administrator to:

- A. Teach courses in accordance with the course description and outcomes listed on the approved Course Plan.

- B. Assist students by making appropriate use of services, facilities, materials and methods available for enhancing the learning process.
- C. Create, implement and grade class assignments and examinations.
- D. Administer final exams and/or culminating activities according to the College final exam schedule and guidelines.
- E. Be reasonably available to students outside of class to assist them with learning problems associated with class materials.
- F. Maintain knowledge and professional skills in discipline.
- G. Participate in required adjunct orientation activities. The District may offer compensation for certain activities.
- H. Stay current with all regulatory requirements related to their duties. The District will provide training on state and regulatory requirements to all academic employees (see Article 311).
- I. Adhere to published policies and procedures.

In addition, adjunct faculty teaching in professional technical programs may be subject to the provisions outlined in WAC 131-16-092 regarding certification for instructors.

905 EVALUATION OF ADJUNCT AND AFFILIATE FACULTY

905.1 Purpose

The purpose of this section is to provide professional and personal growth of adjunct and affiliate faculty and to foster a standard of teaching and service that provides quality student education.

905.2 Applicability

The provisions of this section apply to all adjunct and affiliate academic employees who teach in credit programs.

905.3 Process

The initial evaluation process for regular adjunct and affiliate academic employees shall consist of the professional partner program and student evaluation process outlined in Articles 313, 906 and 803. After the completion of the professional partner program, the evaluation process shall consist of the student evaluation process in Article 906 and, where applicable, conferences as outlined in Article 907. Other additional methods of evaluation may be used at the request of the appropriate

supervising administrator in consultation with the adjunct academic employee. Nothing in this section shall be construed to preclude summative evaluation consistent with this contract and RCW.

905.4 Classroom Review by Administrators

An adjunct academic employee's supervising administrator may observe some or all of the academic employee's classes for the purpose of data collection and evaluation, provided that such observations are scheduled beforehand with the academic employee.

906 STUDENT EVALUATIONS FOR ADJUNCT ACADEMIC EMPLOYEES

906.1 Frequency

- A. Student evaluations will be completed for each class taught by an adjunct academic employee during the first two quarters for which they are appointed.
- B. Student evaluations will be completed for all courses taught in one quarter each academic year thereafter.
- C. Evaluations should occur no earlier than the fifth week nor no later than the eighth week of instruction.

906.2 Student Evaluation Forms

The district form for the evaluation of instruction created under Article 803.1 shall be used for classroom evaluations.

906.3 Data Gathering

- A. Student evaluations shall be conducted in a manner that protects student anonymity and employee confidentiality. Such protection, as a minimum, shall include third party collection of completed evaluations. The information will be typed before it is shared to ensure confidentiality.
- B. To assist the professional development of the adjunct instructor, the supervising administrator will consult with the department chair, and director or professional partner as appropriate, to review the student data and offer input to the supervising administrator prior to his/her sharing the information with the adjunct academic employee. The information will be shared by the end of the second week of instruction of the following quarter.
- C. The original data will be placed in locked confidential files with access limited to the appropriate administrators. Academic employees may inspect their individual files.

- D. As a result of this review, the appropriate supervising administrator may request a conference between the administrator and the employee to discuss the results.

907 CONFERENCES FOR ADJUNCT ACADEMIC EMPLOYEES

Conferences for adjunct academic employees with the appropriate supervising administrator may be held at the request of either party.

SECTION IV: CONTRACT MANAGEMENT

ARTICLE 1000: GRIEVANCE PROCEDURE

1001 DEFINITIONS

- A. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of a specific Article or Articles of this Agreement. A grievance may be filed by one or more members of the bargaining unit who claim they have been aggrieved, or by the LCCFAHE.
- B. The grievant may have representation by the LCCFAHE at each step of the grievance procedure.
- C. A "grievant" shall mean an academic employee, or group of academic employees, or the LCCFAHE filing a grievance.
- D. "Board" shall mean the Board of Trustees of Community College District 13.
- E. "LCCFAHE" shall mean the Lower Columbia College Faculty Association of Higher Education.
- F. "President" shall mean the Chief Administrative Officer of Community College District 13.

1002 PURPOSE

- A. The purpose of this procedure is to resolve disputes which are a result of alleged violations of this Agreement.
- B. A copy of the written answer to a grievance at any level shall be sent to the LCCFAHE.
- C. Nothing herein shall be construed to deny any member of the academic employees the use of normal College channels in processing other complaints that arise outside the scope of this contract.

1003 PROCEDURE AND ARBITRATION

1003.1 Level One

The grievant shall promptly attempt to resolve the grievance with the appropriate supervisor. If the grievance is not resolved informally, the grievant will present a signed, written grievance to the immediate supervisor within fifteen (15) contract days from the date of the occurrence of the event giving rise to the grievance, or within fifteen (15) contract days from the date the grievant should reasonably

become aware of such event. The statement of grievance shall name the grievant involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the grievant with respect to these provisions, shall indicate the relief requested, and shall be signed by the grievant involved. Within ten (10) contract days after the presentation of the grievance, the immediate supervisor shall provide a written answer to the grievant. By mutual agreement between the LCCFAHE and the District, the grievance process may be initiated at Level Two.

1003.2 Level Two

In the event a grievance has not been satisfactorily resolved at level one, the grievant may, within ten (10) contract days of the receipt of the immediate supervisor's answer, submit to the appropriate Vice President a signed, written statement of grievance. The written statement of grievance shall contain the criteria identified in Level One. The Vice President may call witnesses, hold hearings, and take any other appropriate action necessary to determine all the facts at issue and shall give the grievant an answer, in writing, not later than ten (10) contract days after the receipt of the written grievance. If further investigation is needed, additional time, of a duration mutually agreed upon by both parties, shall be allowed.

1003.3 Level Three

If the grievance is not resolved satisfactorily at level two, the grievant may, within ten (10) contract days of the receipt of the Vice President's answer, submit to the President of the College a signed, written statement of the grievance. The statement of grievance shall name the grievant involved; shall state the facts giving rise to the grievance; shall identify all the provisions of the Agreement alleged to be violated, by appropriate references; shall state the contention of the grievant with respect to these provisions; shall indicate the relief requested; and shall be signed by the grievant. The President shall give an answer in writing no later than ten (10) contract days after receipt of the written grievance. If further investigation is needed, such additional time shall be allowed as is mutually agreed to by both parties.

1003.4 Level Four

- A. If the grievance is not resolved at level three, the LCCFAHE may, in its sole discretion, within ten (10) contract days, notify the President that the grievance shall be submitted to binding arbitration.
- B. Only grievances which involve an alleged violation by the employer of a specific Article or provision of this Agreement and which are presented to the District in writing during the terms of this Agreement and which are

processed in the manner and within the time limits herein provided shall be subject to arbitration.

- C. The fees and expenses of the arbitrator shall be borne equally by the District and the LCCFAHE.
- D. A request for arbitration services will be made to the American Arbitration Association by either party within ten (10) contract days of notification under 903.4 A. The parties will be bound by the rules and procedures of the American Arbitration Association.
- E. The arbitrator shall not amend, modify, nullify, or add to the provisions of this Agreement. The arbitrator's decision shall be binding upon both parties unless he/she has exceeded his/her authority under the terms of this Agreement.
- F. Upon request of either party, the merits of a grievance and the procedural and/or substantive arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.
- G. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

ARTICLE 1100: MANAGEMENT RIGHTS

It is recognized that the Board of Trustees has the responsibility, right, and authority to manage and direct or delegate the operations and activities of the College to the full extent authorized by law and the Constitution of the State of Washington and of the United States; provided, that all such actions shall be in conformity with the provisions of this Agreement.

ARTICLE 1200: DURATION

1201 EFFECTIVE DATES

This agreement shall become effective on July 1, 2014 and shall remain in effect until June 30, 2017.

1202 REOPENING

The LCCFAHE may re-open Articles 500, 600, and 900 at any time the Legislature of the State of Washington authorizes and allocates funds for such purposes which are not already contemplated by this Agreement or in the event the rules change regarding the treatment of increments and/or advancements.

1203 FUTURE NEGOTIATIONS

Negotiations for a subsequent agreement shall commence no later than February 1, 2017. Signed this _____ day of _____ at Longview, Washington.

FOR THE DISTRICT:

FOR THE LCCFAHE:

Signature

Signature

Signature

Signature

SECTION V: APPENDICIES

APPENDIX A: PROFESSIONAL DEVELOPMENT UNITS

Non-probationary academic employees shall receive four (4) PDUs for each new year of service completed. In addition, non-probationary and probationary academic employees may earn PDUs as described below.

Professional Development Units (PDUs) provide a means for recognizing and rewarding major activities undertaken by individual faculty members in order to stay current in their fields and/or grow professionally. Consistent with the value of lifelong learning, a limited number of PDUs may be earned for personal enrichment.

1. **PDU Evaluation Guidelines** - The following guidelines, limitations and restrictions will be employed in approving and evaluating these activities and in converting them to Professional Development Units.
 - A. Teaching Effectiveness/Professional Development Plan - With the exception of personal enrichment, PDU activities must be related to the academic employee's teaching effectiveness/professional development plan.
 - B. Application Process – Upon completion of the activity, the academic employee shall submit the required documentation to the designated administrative representative. All documentation must be submitted within one year of the completion of the activity. PDU documentation submitted after the first day of summer quarter will be evaluated the following academic year.
 - C. Documentation - Documentation shall include the following:
 1. If pre-approval is required, indication that a proposed activity was pre-approved. Documentation may consist of a memo or college form signed by, or an e-mail from, the appropriate supervising administrator.
 2. Specific types of activities may require additional documentation. Further detail is listed in the section for each activity. The Vice President or Dean may request additional documentation if questions regarding the activity arise.
 - D. Evaluation – Professional development activities shall be evaluated according to the criteria contained in this appendix in manner that is fair and equitable for all employees. In addition to the criteria described for each type of activity, the following guidelines shall apply:

1. With the exception of personal enrichment activities, activities shall be clearly related to the academic employee's teaching effectiveness plan.
 2. Activities shall be completed beyond the base workload duties of the academic employee unless specifically approved by the appropriate supervising administrator.
 3. A specific activity may be applied more than once **only** if it can be demonstrated that repeating the activity will provide significant practice of skills and/or add significantly new knowledge and understanding for the academic employee.
- E. Approval – PDUs will be evaluated and approved by the appropriate Vice President or Dean.
- F. Dispute Resolution – Disputes over the validity or acceptability of an activity, or over whether or not an activity was sufficiently completed, shall be resolved by a PDU Dispute Resolution Committee consisting of three (3) faculty selected by the LCCFAHE and three (3) administrators selected by the Vice President for Instruction. The Dispute Resolution Committee shall operate according to published parliamentary procedures (Sturgis). In the case of a tie vote, the motion to change the acceptability of an activity shall be lost.
- G. Limitations – Only activities defined within this appendix count towards PDUs for the purpose of advancement on the salary schedule. For academic employees hired with less than the minimum qualifications for a position, any academic credits completed in order to fulfill minimum qualifications shall not count towards PDUs in accordance with Article 501.3E. Within each reporting year, the following maximum PDUs earned shall be allowed:

Activity	Maximum Per Year
Craft Performance	10
Conferences, Workshops, Seminars and Continuing Education Units (CEUs)	20
Community/College Service	3
Personal Enrichment	1

- H. Reporting – No later than the first full week of October, the Human Resources Office shall issue a report to each academic employee noting the number of PDUs on record for the previous year (July 1 to June 30), and any PDUs carried forward.

2. Qualifying PDU Activities – The following describes each type of PDU activity counted towards increment advancement on the full-time academic salary schedule.

A. Academic Credit - Credits, earned at accredited public or private institutions which are substantiated by official transcripts may be converted to PDUs. College courses that are identified in the individual's teaching effectiveness plan need not be pre-approved. Academic credit not related to an individual's teaching effectiveness plan may be recognized as Personal Enrichment activities. Continuing Education Units (CEU's) are not treated as academic credits; they are recognized as Conference, Workshop, and Seminar activities. All academic credit shall be evaluated as follows:

1 Quarter Credit = 1 PDU

1 Semester Credit = 1.5 PDUs

Documentation for academic credits applied to PDUs must include official transcripts or an official grade report showing satisfactory completion of the coursework.

B. Craft Performance – Planned, pre-approved experience outside of regular teaching or counseling duties may be converted to PDUs according to the following:

1 Week (20 hours) = 1 PDU

Craft performance is defined as activities completed by the academic employee that will maintain currency of the teaching discipline. Activities included in craft performance include (1) paid/unpaid work experience and (2) creative acts such as writing stories/poems, translating languages, composing and arranging music, drawing, painting, sculpting, performing music/drama, choreography, and photography. Craft performance activities must be clearly related to the teaching effectiveness plan and shall not be included as personal enrichment activities.

1. Paid field work can be documented by check stubs or a letter from an employer clearly stating the individual was paid. The hours of the activity must also be clearly supported.
2. For unpaid experience, documentation shall include a work schedule/log supporting the hours of the activity and a letter from the employer or client stating that the activity was completed. Self-employed individuals shall include a work schedule/log supporting the hours of the activity and provide evidence of a bona-fide business such as (but not limited to) a business card, paid

advertisements placed in the course of conducting business, or a letter from a client stating that an activity was completed.

3. Creative acts shall be documented by a work schedule/log supporting the hours of the activity.

Craft performance activities shall be documented by a comprehensive report that describes the impact of the craft performance and demonstrates the relevance of the activity to the teaching effectiveness plan.

- C. Conference, Workshops, Seminars, and Continuing Education Units (CEUs) - Participation in conferences, workshops and seminars appropriate to the individual's teaching effectiveness plan may be counted as professional development. Workshops for which Continuing Education Units (CEUs) are given are included in this type of activity. PDUs are awarded on the basis of the actual hours of the conference, workshop or seminar activity, excluding time for travel and meals.

Conferences, Workshops, Seminars, and CEUs 1 Hour = .1 PDU

Documentation verifying the number of hours of the activity must be provided. This may include announcements, agendas, and/or certificates clearly indicating the actual hours of the activity.

- D. Research and Development Units - PDUs may be earned for independent research and development activities in excess of the normal contractual obligations. Research and development activities may include, but are not limited to:

- Presentations on panels or television.
- Participation in debates.
- Acting as a moderator.
- Curriculum development and/or revision.
- Development of new teaching modality.
- Travel as a part of curriculum development.
- Reading articles, books, or internet topics.
- Publishing papers in peer reviewed journals.
- Publishing papers in non-peer reviewed journals.
- Reviewing articles/textbooks prior to publication.
- Presenting papers at professional conferences/workshops.
- Jury prizes for excellence in one's field.
- Book publication.

Such activity must be pre-approved and related to the individual's teaching effectiveness plan. Travel related to the research project must be

documented by a daily activity log documenting the places visited and the dates and hours of the visit. Reading related to independent research and development must be documented with a daily log of hours and a bibliography. Independent research and development shall be evaluated as follows:

Each 40 Hours of Work Completed = 1 PDU

In place of the concise report and in addition to other required documentation, research and development activities shall be documented by a comprehensive report that describes the results of the research and demonstrates the relevance of the research to the teaching effectiveness plan.

- E. Community/College Service - Participation in service to the community, such as volunteer community work or professional leadership in the community as member of a board or task force, as well as significant contributions to the College for which no additional salary reimbursement or load adjustment has been made. Examples of community or college service include coordinating college events (Salal Festival, Institute of Civic Responsibility, Vest Lecture), putting on workshops and tournaments, special marketing or recruitment efforts (high school student visits, trips to university campuses), sponsoring student clubs, grant writing, serving as a member of an advisory board, serving as an officer or executive committee member of a state, regional or national professional group, or service as president or vice president of the LCCFAHE, may be converted to PDUs. Duties related to one's department or standing or other officially instituted committees are not eligible for PDU credit. Service activities will be converted according to the following:

Each 20 Hours = 1 PDU

Community/College service activities must be clearly related to the individual's teaching effectiveness plan. A log of hours will be accepted as documentation of community/college service activities.

- F. Personal Enrichment – Any qualifying PDU activity completed but not related to an individual's teaching effectiveness plan may be converted to a maximum of one (1) PDU per year. Pre-approval for activities under this section is not required.
3. **Professional Development Funds** – The District shall allocate \$16,000 annually to be disbursed by the Faculty Development Committee for conferences, tuition, and other professional development activities covered by the Committee's guidelines. The district shall allocate an additional \$2,500 annually to be dispersed by the faculty development committee specifically to further support adjunct faculty professional development. Any funds not allocated by May 15th of

each year shall be used for instructional equipment and instructional materials as determined by the Faculty Development Committee.

APPENDIX B: SALARY SCHEDULE FOR FULL-TIME ACADEMIC EMPLOYEES

All salary schedules listed in this appendix are for 173 contractual days. Summer pay and overload contracts are excluded. The base salary schedule is listed in the table below. Any money made available by the legislature shall be applied to this base as outlined in Article 501.

Step	2014-15 Salary Base
1	\$43,464
2	\$44,635
3	\$45,806
4	\$46,977
5	\$48,148
6	\$49,319
7	\$50,490
8	\$51,661
9	\$52,832
10	\$54,003
11	\$55,174
12	\$56,345
13	\$57,516
14	\$58,687
15	\$59,858
16	\$61,029
17	\$62,200
18	\$63,371
19	\$64,542
20	\$65,713

APPENDIX C: INSTRUCTIONAL UNITS 2014-15

1. Accounting
2. Adult Basic Education
3. Allied Health
4. Anthropology
5. Art
6. Automotive Technology
7. Biological Sciences
8. Business Technology
9. Business Administration
10. Chemical Dependency Studies
11. Chemistry/Chemical Engineering
12. Computer Aided Design
13. Computer Science
14. Counseling
15. Criminal Justice
16. Diesel/Heavy Equip. Technology
17. Drama
18. Early Childhood Education
19. Earth Sciences
20. Economics
21. Education
22. Engineering
23. English
24. ESL
25. Environmental Sciences
26. Fire Science
27. Foreign Language
28. Health
29. History
30. Humanities
31. Library Science
32. Machine Trades
33. Manufacturing
34. Mathematics
35. Medical Assisting
36. Music
37. Nursing
38. Philosophy
39. Physical Education
40. Physics
41. Political Science
42. Pre-College English
43. Pre-College Mathematics
44. Psychology
45. Sociology
46. Speech
47. Welding

APPENDIX D: PROFESSIONAL PARTNER CHECKLIST

Professional Partner Checklist – Lower Columbia College

- Use this form to record Professional Partner activities with your assigned Faculty.
- Initial and date each activity in the column provided.
- Attach appropriate documentation to verify classroom visitation, review of lesson plans, etc.
- Return completed checklist to Professional Partner Coordinator.



Instructor	Quarter/Year
Professional Partner	Department
Professional Partner recommendations/comments:	

Before the teaching assignment begins, the new instructor should make sure that he or she:		Instructor initials/date	Professional Partner initials/date
CAMPUS POLICY	Understands the purpose of the Professional Partner Program		
	Receives a copy of the Faculty Handbook		
	Meets with the division dean		
	Meets with the department chair		
	Receives an official Course Plan		
	Receives a sample course syllabus		
	Receives sample examinations for the course		
	Receives a parking decal		
CAMPUS INFORMATION	Receives building and/or room keys if needed		
	Receives a picture ID from the Student Center		
	Receives an LCC Library Card		
	Receives an LCC Email address		
	Understands the campus mail system		
	Understands how to use the campus telephone system		
	Knows where to find LCC forms		
	Knows the location of copy machines		
	Understands how to get instructional materials duplicated		
	Understands how to order textbooks through the LCC Bookstore		
Understands how to procure office supplies from the LCC Bookstore			
Knows whom to call if he/she is unable to conduct a class			

Once the term is underway, the new adjunct instructor will continue to work with his/her Professional Partner to ensure that he or she:		Instructor initials/date	Professional Partner initials/date
INSTRUCTIONAL ISSUES	Understands how to use/sign the student add/drop form		
	Understands how to fill out a lesson plan		
	Creates a lesson plan for his/her Professional Partner		
	* Teaches a class in the presence of their Professional Partner		
	* Reviews classroom visitation appraisal with the Professional Partner; signs form		
	Understands the process of Student Evaluation of instruction		
	Conducts student evaluations for all classes taught		
	Understands how to submit grades through Instructor's Briefcase		
	Understands test proctoring services		
	Understands services available to students in the Learning Commons		

* Optional for Probationary Faculty

APPENDIX E: PLACEMENT WORKSHEET FOR NEW FULL-TIME FACULTY

1. Initial Placement (Ref. Article 501.1)

Newly hired full-time academic employees shall be placed on the salary schedule according to the following criteria. All academic credits referenced below are quarter credits; adjustments shall be made for semester credits at an exchange of 1 semester credit = 1.5 quarter credits. All years referenced below refer to years of relevant work experience.

<i>Qualification</i>	<i>Steps Awarded</i>
<i>Bachelors Degree or Journeyman, Less than Bachelors/Journeyman and up to 6 yrs. experience.</i>	<i>1</i>
<i>Masters Degree, Bachelors + 90 credit, Bachelors + 4 yrs. Journeyman + 4 yrs.</i>	<i>2</i>
<i>Masters + 2 yrs., Masters + 45 credits, Bachelors + 135 credits, Bachelors + 6 yrs., Journeyman + 6 yrs.</i>	<i>3</i>
<i>Masters + 90 credits</i>	<i>4</i>
<i>Doctorate Degree</i>	<i>5</i>

Initial Steps Awarded: _____

2. Experience Adjustment (Ref. Article 501.2)

After placing a new academic employee as outlined in Article 401.1, any years of relevant applicable experience not utilized shall be used to adjust the placement upward to a higher step. Placement shall be adjusted for applicable relevant experience beyond that utilized in Article 401.1 based upon two (2) full years equaling one (1) step not to exceed **six (6) years (3 steps)** beyond initial placement.

Total Relevant Experience: _____
 Divided by 2: _____ Experience Steps Awarded: _____

3. Additional Steps (Limit two (2) - Ref. Article 501.2) _____

4. Final Step Placement (Initial + Experience Adjustment) _____

Corresponding Salary Dollar Amount: _____

Human Resource Services Representative: _____ Date: _____

LCCFAHE Representative: _____ Date: _____

APPENDIX F: SAMPLE CHECKLIST FOR PROBATIONARY PROCESS

Checklist for the Probationary Review Process

During a general orientation session with the Dean, the Probationer will review the following:	Date
The duties and responsibilities of instructors	
The guidelines for Probationary Review Committees	
Departmental objectives, teaching assignment, and job description	
During the probationary period, the Probationer will attend the following meetings:	Date
Curriculum Committee	
Academic Standards Committee	
Instructional Council	
Governance Council	
College's Board of Trustees	

Proposed Activity Schedule for Quarterly Probationary Review Committee Meetings:*

1st Quarter Meeting	2nd Quarter Meeting	3rd Quarter Meeting
<ul style="list-style-type: none"> a) Probationer prepares a written draft of Goals and Objectives for committee review and feedback. b) Class Visitation Appraisal by a committee member. c) Student Appraisals of Instruction 	<ul style="list-style-type: none"> a) Probationer prepares a final proposal of Goals and Objectives for approval by committee and submission to VP & Dean of Faculty. b) Class Visitation Appraisal by a committee member. c) Student Appraisals of Instruction d) Peer Review e) Committee makes recommendation regarding continued appointment 	<ul style="list-style-type: none"> a) Class Visitation Appraisal b) Student Appraisals of Instruction c) Probationer provides written response to the years' classroom, student, and peer evaluations. d) Probationer provides written report of progress made towards approved Goals and Objectives
4th Quarter Meeting	5th Quarter Meeting	6 th Quarter Meeting
<ul style="list-style-type: none"> a) Class Visitation Appraisal b) Student Appraisals of Instruction 	<ul style="list-style-type: none"> a) Class Visitation Appraisal b) Student Appraisals of Instruction c) Peer Review d) Committee makes recommendation regarding continued appointment 	<ul style="list-style-type: none"> a) a) Class Visitation Appraisal b) b) Class Visitation Appraisal c) c) Probationer provides written response to the years' classroom, d) student, and peer evaluations. e) d) Probationer provides written report of progress made toward f) Goals and Objectives, g) h)
7th Quarter Meeting	8th Quarter Meeting	9th Quarter
<ul style="list-style-type: none"> a) Class Visitation Appraisal b) Student Appraisals of Instruction c) Peer Review 	<ul style="list-style-type: none"> a) Class Visitation Appraisal b) Student Appraisals of Instruction c) Probationer provides written Response to the year's classroom, student, and peer evaluations. e) Probationer provides written report of progress made toward goals and objectives. f) Committee makes recommendation regarding tenure 	<ul style="list-style-type: none"> a) Upon tenure approval by the Board of Trustees, meet with dean to discuss the evaluation process for tenured faculty, which includes a three-year teaching effectiveness plan, annual reports of progress, and a triennial evaluation

* This schedule can be changed at the discretion of the committee with adherence to the requirements of the Faculty contract.

APPENDIX G: INSTRUCTIONS FOR LCC FACULTY PEER EVALUATION

Background and Instructions

Peer evaluation is a required part of the review process that provides vital information to both administrators and faculty members on how effectively the faculty member functions within the LCC environment.

Questions 1 through 3 are standard questions included in the peer evaluation for all faculty. Up to three additional questions that focus on specific items associated with the faculty member's assignment may be developed and added by the faculty member and supervising administrator.

For tenured faculty, a peer group for the evaluation will be identified by the supervising administrator after consultation with the faculty member (see Article 804.1). The participants selected should be people who have or should have interaction with the faculty member. See Article 304.2.

For probationary faculty, a peer group for the evaluation will be established and will include at a minimum all members of the faculty member's assigned department and faculty and staff outside the department selected by the probationary review committee. The participants selected should be people who have or should have interaction with the faculty member.

Evaluations should be submitted to the Office of Instruction. This evaluation is confidential. Responses to the evaluation may be submitted electronically or on paper in a sealed envelope. Electronic evaluations should be submitted in an attachment that does not include the evaluator's name. The evaluator's identity as a member of the peer group can be identified by the email accompanying the attachment. Paper evaluations should be unsigned and submitted in a sealed envelope with the evaluator's signature on the outside of the envelope. The signature on the outside of the envelope allows the evaluator to be identified as member of the peer group. In all cases, once the evaluator is identified as a member of a faculty member's peer group, appropriate steps should be taken to disassociate the evaluator's identity from the evaluation form.

LCC Faculty Peer Evaluation Form

Faculty Member: _____

Department: _____

Academic Quarter and Year: _____

Return to the Office of Instruction by: _____

Please provide constructive feedback for the faculty member listed above, and return it to the Office of Instruction as per the attached instructions.

1. In what ways have you had the opportunity to interact with the faculty member?
(Committees, co-teaching, project work, informally, etc.)

2. What have you found to be positive qualities exhibited by this-faculty member during the performance of job duties?

3. What suggestions do you have regarding improvements that would help the faculty member perform more effectively?

Supplemental Questions