

# **Ratification Document**

**CCAHE**

**And**

**Clark College**

**February 17, 2009**

**D R A F T**

**(document in proofing stages with IBB teams; may be  
additional changes prior to request for approval in March)**

## Article I.B. (page 2)

7. Contracted day – one of 173 contracted work days as designated in the academic calendar.

~~7.8~~ Day – contracted day, unless specified otherwise, e.g., ‘calendar’ day.

~~8.9~~ Faculty - the collective term for the body of faculty members.

*(continue renumbering)*

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## Article I.C.4 (page 3)

### C. Status of the Agreement

4. If a faculty member's individual employment contract contains any language inconsistent with this Agreement, the Agreement is controlling. Rights and benefits of faculty set forth in this Agreement are assimilated into and made a part of any individual contract of employment with the College.
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## Article 1.E. (page 4)

### E. Distribution of Agreement

1. Following ratification signing of this Agreement, the College will arrange to print this Agreement. The cost of the printing and distributing of the Agreement will be borne by the College. The College will arrange to distribute copies of this Agreement to all faculty members, other than adjunct. Thirty (30) additional copies will be provided to the Association. All faculty members new to the College, other than adjunct, will be provided a copy of the Agreement by the College upon their date of hire, and the Agreement will be available to all applicants for bargaining unit positions for review. Adjunct faculty will be notified that copies of this Agreement are available, upon request, at the Office of Instruction and Human Resources ~~Personnel Services~~.
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## Article I.H.—IPT (page 4)

2. Membership consists of two tenured faculty members from each instructional unit, appointed jointly by the Vice President of Instruction and the AHE President, serving three-year rotating terms; one adjunct, appointed jointly by the Vice-President of Instruction and the AHE President, serving a one year term; up to two students appointed by ASCC serving a one year term; the AHE President, or designee; the Vice President of Instruction; the Instructional Deans; the Registrar; and one additional administrator appointed by the Vice President of Instruction.
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## **Article I.I.—Curriculum Committee (page 5)**

2. The Curriculum Committee is composed of the Vice President of Instruction or designee; the Registrar; a representative of ICRC appointed by the Vice President of Instruction; up to two students appointed by ASCC (one year term); [one adjunct faculty member appointed jointly by the Vice-President of Instruction and the AHE President \(one-year term\)](#); and two tenured faculty members from each instructional unit, appointed jointly by the Vice President of Instruction and the AHE President (three-year rotating terms).

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## **Article 1.J. PPAC (page 5)**

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

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

1. [The Adjunct Faculty Affairs Committee gathers information about the issues and concerns of adjunct faculty and makes recommendations to improve adjunct faculty working conditions. The Committee will distribute recommendations at least yearly to the AHE President and the Vice-President of Instruction.](#)
2. [The Adjunct Faculty Affairs Committee consists of one adjunct faculty member from each instructional unit, one tenured faculty member, and one unit Dean appointed jointly by the AHE President and the Vice President of Instruction \(one year terms\). At least one affiliate faculty member should be included among the adjunct representatives.](#)
3. [The committee chair will be elected from the membership. Meetings will be open to the college community, and agendas and meeting notes will be published on the College Intranet.](#)

## Article II.A. (page 7)

### A. Dues Deductions

~~Upon filing with the College a voluntary written authorization of a faculty member under this Agreement, the Association will have the right to have deducted from the salary of the faculty member the periodic dues uniformly required as a condition of acquiring or retaining membership in the Association. Such employee authorization will continue from year to year unless revoked in writing to the College and Association between August 1 and September 15 each year. Such dues and fees will be deducted from the pay of all faculty who have given authorization for such deduction and will be transmitted by the College to the depository designated by the Association~~

1. Payroll Deductions. In accordance with RCW 28B.52, all full-time academic employees on or after the thirtieth (30th) day following the beginning of employment shall, as a condition of employment or of continued employment, become a member of the Association or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the Association to reimburse the Association for the expense of representing members of the bargaining unit.
2. Association Membership. Upon filing with Clark College the voluntary written authorization of a bargaining unit academic employee under this chapter, the Association shall have the right to have deducted from the salary of the bargaining unit academic employee the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Association. Such academic employee authorization shall be irrevocable for a period of one (1) year or the term of the employee contract if it is shorter. Such dues and fees shall be deducted from the pay of all academic employees who have given authorization for such deduction and shall be transmitted by Clark College to the Association or to the depository designated by the Association.
3. Representation Fee. For full-time academic employees who do not voluntarily join the Association, Clark College shall enforce this section by deducting a representation fee from the salaries of bargaining unit academic employees and shall transmit such funds to the Association or to the depository designated by the Association.
4. Religious Exemption. Upon appropriate determination, a full-time academic employee who asserts a right of non-association based on bona-fide religious tenets or teachings of a church or religious body of which such academic employee is a member shall pay to a non-religious charity an amount of money equivalent to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the employee organization. The full-time academic employee and the Association shall agree upon the charity. The full-time academic employee shall furnish written proof that such payments have been made. If the full-time academic employee and the Association do not reach agreement on such matter, the Public Employees Relations Commission shall designate the charitable organization as provided in RCW 28B.52.045.

5. Hold Harmless. The Association agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Section provided such action has been authorized by the academic employee and such authorization has not been rescinded.
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## **Article II.B. (page 8, new section I)**

### **B. Association Rights**

1. The college will provide release time of thirty-three percent (33%) of the regular workload for two (2) full-time faculty members for one (1) quarter per academic year for bargaining purposes. Release time must be used as release time, unless approved otherwise by the Vice President of Instruction. Release time that is not used during an academic year may be banked for use for succeeding academic year(s) during the duration of the CCAHE agreement. AHE/WEA will pay the costs of adjunct faculty participation in bargaining.
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## **Article III.A.5 (page 9)**

5. Any complaint not called to the attention of the faculty member within ten (10) contracted ~~working~~ days of notice to the College, may not be used as the basis for any disciplinary action against the faculty member
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## **Article III.A.8. (page 9)**

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

8. Any written evidence of disciplinary action that has been placed in the employee's personnel file will be removed from the file at the request of the employee at the end of 36 months during which no other discipline has been issued for the same or a related infraction, except for instances of sexual harassment ~~or drug/alcohol abuse~~.
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## **Article III.B.5 (pages 10 and 11)**

5. If the President deems sufficient cause exists, a formal charge will be brought against the employee affording an opportunity for a formal hearing. The formal charge should be served according to Article III, B, 4.a, above. The notice will include:
  - a. ~~T~~he grounds for dismissal in reasonable particularity.

- b. ~~A~~ statement of the legal authority and jurisdiction under which the hearing is to be held.
  - c. ~~A~~ reference to any particular statutes or rules involved.
  - d. ~~A~~ short and plain statement of the matters asserted. If the College is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved. Thereafter, upon request, a more definite and detailed statement will be furnished.
  - e. The President will call the Dismissal Review Committee into action and deliver the above statement to the members of the Dismissal Review Committee, if the faculty member requests a hearing.
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#### **Article III.B.6, 8, and 12 (pages 11 and 12)**

- 6. The affected faculty member may request a hearing within ten (10) ~~contracted~~ ~~working~~ days following service of the formal charge(s). If the President does not receive this request within ten (10) ~~contracted~~ ~~working~~ days, the faculty member's right to a hearing will be deemed waived.
  - 7. If the President receives a request for a hearing, the Dismissal Review Committee will be alerted that the dismissal appeal or review procedures are to be implemented.
  - 8. The Board will then appoint a hearing examiner whose responsibilities will be to establish a date for a hearing, giving the faculty member no less than ~~ten (10)~~ fourteen (14) calendar days notice of such hearing and informing, in writing, the faculty member, the President and the Dismissal Review Committee of time, date and place of such hearing. The hearing officer will be a neutral person who is experienced in adjudicating personnel/legal disputes.
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- 12. The Board will meet within a reasonable time, but no later than 30 calendar days, subsequent to its receipt of the Dismissal Review Committee and hearing officer recommendations to consider those recommendations. The Board ~~may~~ will afford the parties the right to oral and written argument with respect to whether it will dismiss the faculty member involved. A record of the proceedings at the Board level will be made and the final decision will be based only upon the record made before the Board and the Dismissal Review Committee, including the briefs and oral arguments. The decision to dismiss or not to dismiss will rest, with respect to both the facts and the decision, with the Board after giving reasonable consideration to the recommendations of the Dismissal Review Committee. The Board will, within fifteen (15) calendar days following the conclusion of its review, notify the charged faculty member in writing of its final decision.
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### Article III.C. 1, 8, 10, 15 (pages 13, 14, 15)

#### C. Faculty Tenure

1. A Tenure Review Committee will be established for each probationer. The committee will be responsible for working with the probationer until he or she is either granted tenure or is no longer employed at the College. The Tenure Review Committee is composed of five members, including an administrator, a student ~~representative~~, and three faculty ~~representatives~~.
8. The committee's recommendation to award or not to award tenure will be based solely on the following:
  - a. Self Evaluations. Probationers will evaluate themselves once a year, utilizing the forms and methods that have been agreed upon by the College and AHE.
  - b. Tenure Review Committee Evaluations. Probationers will be evaluated in the classroom at least three times during the course of the year, beginning in the first quarter of probation. Evaluations will be by at least two different members of the Tenure Review Committee and take place at least once each quarter.
  - c. Student Evaluations. Student evaluations will be conducted in all of the probationer's class sections each quarter, using a standard form.
  - d. Supervisory Evaluations. Supervisory evaluations will be completed by the Division Chair, Program Director, and/or Instructional Dean at least once each academic year.
  - e. ~~Peer Evaluations~~ Faculty Feedback Request. All tenured faculty members of the division or, if appropriate, the department, will be given the opportunity to evaluate the probationer in writing with regard to strengths and weaknesses and suggestions for professional development to enhance improvement in their discipline.
10. The Committee will meet at least once each quarter with the probationer starting with the first quarter of the evaluation process and continuing until the committee is discharged. These meetings are for the purpose of evaluating the probationer's progress and performance. During the first quarter, the Committee will meet twice: Once for an organizational meeting, and again to discuss the results of the first quarter evaluations with the probationer.
15. The Tenure Review Committee can recommend and the Board of Trustees ~~appointing authority~~ can grant tenure at any time during the probationary period, if substantial evidence of quality performance exists.
16. ~~The final decision to award or withhold tenure rests with the Board of Trustees after it has given reasonable consideration to the recommendations of the Tenure Review Committee and reasonable consideration to the recommendation of the College President.~~ After giving reasonable consideration to the recommendations of the Tenure Review Committee and

the College President, the Board of Trustees will make the final decision to award or withhold tenure.

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### **Article III.D. (page 15)**

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

2. The ~~appropriate~~ Vice President of Instruction or designee is responsible for implementing the evaluation procedure for post-tenure, temporary, special programs and adjunct faculty.
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### **Article III.E.1 (page 17)**

#### **E. Faculty Member Rights/Nondiscrimination**

1. The College ensures that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, College sponsored training, education, sabbaticals, tuition waivers and assistance, social and recreation programs, will be administered without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, disabled veteran status or Vietnam era veteran status, and groups subsequently protected.
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### **Article III.G. (page 17)**

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

1. The following provisions pertain to the personnel files of all faculty members:
    - a. The faculty member has access to his or her personnel file upon request to Human Resources ~~Personnel Services~~.
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### **Article III.I. (pages 18 and 19)**

#### **I. Division Chairs**

1. Division Chair Selection Process and Procedures:
  - a. Full-time tenured faculty within the division are eligible to fill the role of Division Chair.
  - b. Full-time faculty (tenured, probationary, and special programs) within the division will elect a Division Chair from the eligible faculty and forward that name to the Unit Dean. If no full-time faculty is willing to serve as Division Chair, or if the Division Chair election results in a tie, the division will develop a process agreed upon by a majority of the full-time faculty in the division to appoint a division chair.



- c. The Division Chair term will be for two academic years. Continuation after two years will be through the selection process.
  - d. ~~Division Chairs may be removed from their elected position by the division's full-time faculty with a 2/3 vote. The full-time faculty will replace the Division Chair using the selection process.~~ If the Division Chair is not fulfilling the Division Chair responsibilities, the Dean will communicate to the Division Chair the expectations and the areas of concern.  
  
The Division's full-time faculty or the Unit Dean may call for a vote to remove the Division Chair. Division Chairs will be removed from their elected position if two-thirds of all the Division's full-time faculty vote in favor of removal.  
  
If the Division Chair is removed, the Division faculty will replace the Division Chair using the Division Chair selection process.
  - e. A Division Chair may choose not to continue as chair of the division by notifying the Unit Dean by the end of the current quarter. The division's full-time faculty will elect a replacement using the selection process.
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### **Article III.I.5. (page 19)**

#### I. Division Chairs

- 5. Additional work days for Division Chairs, as determined by the Dean and approved by the Vice President ~~as necessary~~, will be paid pro rata, based on the individual Division Chair's salary.
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### Article III (pages 21 and 22)

#### J. Division Chair Compensation

	Release Time	Stipend
<b>Business</b>	40%	\$3,000
Business Administration		
Economics		
Supervisory Management		
<b>Business Technology</b>	49%	\$3,000
Medical Technology	25%	
Paralegal	20%	
<b>Computer Technology (CTEC)</b>	49%	\$3,000
Computer Science/CSA	10%	
Data Networks and Telecom	10%	
Graphic Communications	10%	
<b>Culinary Arts and Mech Tech</b>		
Automotive	25%	
Cooking/Restaurant Mgmt	25%	
Diesel Technology	25%	
Professional Baking	25%	
<b>Electronics and CADD Industrial Tech</b>		
CADD Technology	<del>10%</del> 25%	
Electronics	25%	
Machine Technology	25%	
Welding Technology	25%	
<b>English/Journalism/ENL</b>	49%	\$3,000
English		
Composition Coordinator	25%	
English as Non-native Language		
Journalism		
<b>Basic Education</b>		
Adult Basic Education		
Developmental Education		
English as a Second Language		
Larch Corrections	33%	
<b>Math</b>	49%	\$3,000
<b>Dental Hygiene</b>	49%	\$3,000
<b>Health Occupations</b>	<del>40%</del>	<del>\$3,000</del>
Pharmacy Tech	25%	
Cardiopulmonary Resuscitation		
EMT		
Industrial First Aid		
<u>Medical Radiography</u>		
Phlebotomy		

<b>Health and Physical Education</b> <a href="#">Fitness Trainer</a> Health Education Physical Education	40%	\$3,000
<b>Life Sciences</b> Agriculture/Horticulture Biology <del>Floristry</del> Nutrition	40%	\$3,000
<b>Physical Sciences</b> Astronomy Chemistry Engineering Environmental Science <a href="#">Field Surveying</a> Geology Meteorology Physical Science Physics	40%	\$3,000
<b>Behavioral Sciences</b> Addiction Counselor Education Human Development <del>Military Science</del> Psychology Sociology	40% 25%	\$3,000
<b>Fine Arts</b> Art Music Theater	40%	\$3,000
<del>Language Arts</del> <b>Communications and Humanities</b> <a href="#">American Sign Language</a> French German Humanities Japanese Philosophy Russian Spanish <del>Speech</del> <a href="#">Communication Studies</a>	40%	\$3,000
<b>Social Science</b> Anthropology Forensic Science Geography History Political Science Women's Studies	40%	\$3,000

<b>Services to Children &amp; Families</b>		
Child Care	25%	
Early Intervention	25%	
Family Life- Parent Child	25%	
ECE	25%	

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### Article III.K. (page 23)

#### K. Assignments, Transfers, Vacancies, Promotions Selection Standards and Reassignments

1. College personnel selection standards will conform to those written by the State Board for Community and Technical Colleges (SBCTC) as published in Chapter 131-16 WAC as it now exists or may be amended unless the SBCTC decreases the standards, in which case discussions will be held with the AHE.
2. The College and AHE value adjunct, temporary full-time, and special programs faculty and encourage these faculty to apply for open tenure-track positions.
3. ~~2.~~ The President may make a temporary reassignment of a faculty member, with the consent of that individual, to an administrative position when circumstances require immediate performance of the duties assigned. The appointment will not exceed one (1) year at a time, to a maximum of two (2) years. The faculty member will have the right to return to his or her prior position, retain seniority, and other benefits affecting faculty member compensation and employment rights.

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### Article III L. 1,5,6,7,8,9 (pages 23 and 24)

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

1. ~~Notice of any vacancies, including administrative, tenure-track, special programs or temporary, will be communicated to the faculty prior to its publication elsewhere. The Vice President of Instruction will notify the faculty of all open tenure track positions prior to their notification elsewhere. During the Fall, Winter and Spring quarters, such notice may be made by publishing the vacancy in the "Run of the Mill" or on such notification will be made via the faculty/adjunct e-mail; additionally, a hard copy of the position brochure will be distributed to the hiring department's full and part-time faculty by official posting date. During Summer quarter, notice will be sent to the AHE President and to those faculty who have left a mailing address and request on file with the personnel office.~~ Human Resources; n Notice will be provided for tenure-track positions at least thirty (30) calendar days prior to the position closing date. In the case of an emergency and ~~with notification to~~ in concurrence with the AHE, the notice period may be waived or reduced.

5. All finalists for faculty positions will be contacted to review salary placement before a personal interview is scheduled. The committee will normally interview at least five (5) applicants. If returning for a second interview is a hardship for the interviewee or the College, the President and/or Vice President of Instruction, or designee, may conduct an interview with applicants interviewed by the screening committee. ~~The Vice President of Instruction and/or President, or designee(s), will normally interview those applicants interviewed in person by the screening committee if returning for another interview would constitute a hardship for the applicant or the College.~~
  6. References and application materials will be checked by the committee before candidates are referred to the President and Vice President of Instruction, or designee(s).
  7. A minimum of three (3) candidates will be referred, in alphabetical order, to the Vice President of Instruction and President, or designee(s). The committee will develop and forward a summary of strengths and weaknesses for each of the candidates referred. If the committee is unable to refer three acceptable candidates, the committee chair will confer with the Vice President of Instruction.
  8. All internal applicants for position openings will be notified of the disposition of their applications prior to the publication of the name of the successful applicant. An internal candidate who is not selected may request a meeting with the VPI to review the outcome of the process.
  9. Screening committee members will turn in all screening criteria and related records to Human Resources ~~Personnel Services~~. Records of all screening committee actions will be maintained on file in Human Resources ~~Personnel Services~~ in accordance with state and federal requirements.
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### **Article III. New sections lettered M and N**

#### M. Adjunct and temporary Faculty Positions

2. Adjunct and full-time temporary positions may be opened internally within the College or advertised externally at the request of the department.
3. Recommendations for hiring will be made by the division chair/department head to the Dean, and for full-time temporary positions, approved by the Vice President of Instruction.
4. Reference checks will be conducted by the department, the Dean, or screening committee prior to making an offer.
5. Application materials will be submitted to Human Resources before the position is finalized. Application materials for positions opened externally will be maintained in Human Resources.

#### N. Special Programs Faculty Positions

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

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#### **Article III.M,N,O. (pages 24 and 25)**

##### ~~M~~O. Individual Contracts

6. The Vice President of Instruction at the request of a faculty member, may, for good cause, waive or extend deadlines for returning contracts.

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##### ~~N~~.P. Adjunct Faculty Multi-Quarter Contract

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##### ~~O~~.Q Work Week/College Day

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#### **Article III.P.1 and 2 (pages 25 and 26)**

##### ~~P~~R. Work Year – Full-Time Faculty

1. The work year covered by this Agreement consists of one hundred seventy-three (173) contracted work days. Compensation for activities beyond the work year is based upon the following:
2. The academic work year of 173 days normally will be served during the Fall, Winter and Spring quarters. However, a faculty member, with the approval of the Vice President, may elect to work a full load during the Summer quarter. Such approval will not be unreasonably withheld. If the Summer quarter is worked by a faculty member, the faculty member may elect to take off the Fall, Winter or Spring quarter of that fiscal year with an appropriate adjustment to reflect ~~contract~~ualed days worked.

### **Article III. Q.2.--Calendar Committee (page 26)**

#### **Q.S. Adoption of the Academic Calendar**

2. The process of developing the biennial academic calendar begins with the Vice President of Instruction presenting a proposed academic calendar to a College calendar committee consisting of fifty percent (50%) faculty members appointed by the Association, including at least one adjunct faculty member, and fifty percent (50%) other individuals appointed by the College President. The proposal(s) of the calendar committee will be published ~~in the “Run-of-the-Mill”~~ for comment and consideration.

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### **Article III.R.3 and 5. (pages 26 and 27)**

#### **R.T. College Closure or Delays**

3. When the President or designee cancels classes or suspends operations, faculty members will not be required to report to work and will suffer no loss of pay or benefits, provided the closure is five (5) contracted ~~working~~ days or less and instructional requirements can be accomplished within the established calendar. In the event the closure is greater than five (5) contracted days, the President will meet with the Association to resolve how to adjust the College calendar.
  5. When the President or designee cancels classes or suspends operations during ~~the work a~~ contracted day, faculty members will be permitted to leave immediately after students are dismissed.
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### **Article III S. (page 27)**

#### **S.U. Temporary Job Reduction**

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### **Article IV.B.4. (Page 28)**

#### **B. Initial Placement**

1. Full-time faculty will be placed on the “A” step of the Full-Time Faculty Salary Schedule (Appendix A), except in extraordinary cases where market conditions necessitate placement at the “B” step. The Vice President of Instruction will inform the AHE of exceptions that place new faculty at the “B” step.
2. In the event a special programs faculty member is hired into a probationary position, the faculty member will be placed at the same salary step held as a special programs faculty member.
3. In the event a previously employed faculty member is rehired into a faculty position after having resigned, placement will be at the same step as paid on at the time of the resignation.

In addition, the returning faculty member may qualify for a step increase if 12 or more advancement units not previously used for movement have been accumulated.

- ~~4. A faculty member hired during the 1998-99, 1999-2000, or 2000-01 academic year who disagrees with the initial placement, may request a review by the personnel officer within the first three years following placement. The review will be based on the criteria in place at the time of the faculty member's initial placement. Any resulting pay adjustment will be retroactive for no more than three years from the date of the re-evaluation.~~
  - ~~5.~~4. Temporary faculty will be re-evaluated for placement on the salary schedule if renewed for subsequent year(s).
  - ~~6.~~5. A faculty member may use the grievance process if unable to reach agreement with the personnel officer.
  - ~~7.~~6. Required degree(s) must be from an accredited institution(s) listed in the current Accredited Institution of Post-Secondary Education (American Council of Education).
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## Article IV (Pages 29 and 30)

### C. Advancement After Placement

1. Probationary, tenured, and special programs faculty will advance one step for each twelve (12) "advancement units" earned. Advancement units can consist of a combination of "experience," "academic credit" and "credit equivalents" which are defined as follows:
  - a. Each full year of service to the College earns five (5) advancement units. Credit for partial years of service, except for sabbaticals, will be calculated on a *pro rata* basis.
  - b. Academic credits must be approved in advance by the Instructional Dean or supervisor and the appropriate Vice President. The credits must be directly related to the faculty member's teaching responsibilities, or part of an educational plan to receive a degree or certificate. Appeals of the Vice President's decision are to be considered by PPAC, which will submit its recommendation to the President for final decision. Courses taken on tuition waiver will be recognized by the College for faculty salary advancement and/or vocational certification, provided they are related to the faculty member's teaching responsibilities. Such credits must have been earned within the six (6) years immediately preceding the year in which they will count for advancement; credits earned ~~previous~~ prior to tenure-track faculty appointment may not be counted. Alternative Learning Experience credit may not be applied to salary advancement. It is the responsibility of the individual faculty member to request from Human Resources ~~the Personnel Services Office~~ or the personnel officer, salary schedule recognition for academic credits, as well as to provide substantiation that credits have been earned. Preferably, this should be reported in the spring and must be reported to Human Resources ~~Personnel Services~~ no later than June 30. Material reported after June 30 will not be considered for salary schedule advancement until the following academic year. Each academic credit will equal one advancement unit.



- c. Credit equivalents must be approved by PPAC. Such units recognize pertinent research, writing, attendance at workshops and conferences, related work experience, as well as the achievement of professional designations such as Certified Public Accountant (CPA). Workshops and conferences at the college expense will be recognized by the College for faculty salary advancement, provided they are related to the faculty member's teaching responsibilities. Requests for such credits must be initiated by the faculty member and submitted to PPAC by June 1 for approval by June 30 in order to be considered for the next academic year. Prior approval should be sought from the committee before undertaking such endeavors. Each credit equivalent will equal one advancement unit.
  - d. Experience or credits earned by special programs faculty prior to December 1, 1998, may not be counted for advancement according to a, b, or c, above.
  - ~~e. Courses taken on tuition waiver will be recognized by the College for faculty salary advancement and/or vocational certification, provided they are an approved part of the professional improvement plan of the individual.~~
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#### **Article IV.E.3.e. (pages 30 and 31)**

##### E. Insurance Benefits

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

- e. ~~Once enrolled, if an adjunct faculty member does not work at least a total of half time in one or more Washington State institutions of higher education, eligibility for the College contribution ceases.~~

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#### **Article IV.M.1.d. (page 32)**

##### **M. Substitution**

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

- d. If a faculty member is absent for an extended period of time, a temporary replacement may be hired with the approval of the Vice President of Instruction or President.

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#### **Article V.B. (Page 34)**

##### **B. Sick Leave**

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

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#### **Article V.I. (page 36)**

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

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

## Article V.J.2 (page 36)

2. According to Washington State law, faculty members will be granted leave with pay at the request of the armed services to attend annual required training for Reserves and National Guards up to a maximum of fifteen (15) ~~contracted~~ ~~working~~ days per calendar year.
- 

## Article V.L.3. (page 37)

### L. Emergency Leave and Personal Leave

#### Emergency Leave:

1. A leave of absence will be given to faculty members for emergencies. Such time will be deducted from the faculty member's accumulated sick leave. Normally, such leaves will not exceed three (3) days per request.
  - ~~3.~~  
2. In general, emergencies will include matters necessary to the personal, professional, or family well-being of the faculty member which cannot be attended to at any time other than during a ~~contracted~~ ~~scheduled work~~ day, and the circumstances of scheduling are not under the employee's personal control.
- 

## Article V.N. (Page 39)

### N. Sabbatical Leave

11. Sabbatical leaves are subject to the following conditions:
    - f. No later than the end of the first quarter after return to the College, recipients of sabbatical leave must submit a written report concerning the value of the leave to the person and to the College. This must be submitted to the Vice President of Instruction, through the Instructional Dean or other supervisor, for submission to the Board of Trustees.
  13. Normally a faculty member's total compensation during a sabbatical from all sources including the College will not exceed the equivalent of the full-time salary that would have been paid by the College. This requirement may be waived by the appropriate Vice President if: a) The faculty member must relocate to a high cost area, or b) The faculty member has a significant educational opportunity which carries a substantial stipend
-

#### **Article V.O.4. (page 40)**

##### O. Faculty Exchange Programs

4. Whenever possible, the College will place a faculty member returning from exchange in the same or similar position, unless the faculty member is dismissed in accordance with the Reduction in Force procedures described in Article IX. ~~otherwise rified pursuant to this Agreement.~~
- 

#### **Article V.Q.5. (page 41)**

##### Q. Compensation at Retirement or Death – VEBA Program

1. The College offers a Voluntary Employee Benefit Association (VEBA) program, which allows the transfer of sick leave buyout compensation to a VEBA account. The funds in the account may be used to pay medical premiums and other medical expenses. All individual retirees must participate in the VEBA program if the AHE has elected to participate for that calendar year.
  2. At the time of separation due to retirement or death, an eligible faculty member, or the faculty member's estate, will receive remuneration for one-fourth (1/4) of the hours in the faculty member's compensation account. The payoff will be made within sixty (60) days of the effective date of separation, unless the VEBA program is in effect.
  3. Any faculty member who separates from College employment for any reason other than retirement or death will not be paid for accrued sick leave.
  4. Compensation for unused sick leave will not be used in computing the retirement allowance; therefore, no contributions are to be made to the retirement system for such payments, per the provisions of RCW 28B.50.553.
  5. ~~Unused compensable sick leave attributable to periods of employment prior to April 3, 1967, by any common school district which was a predecessor employing agency to the College, provided the eligible faculty member has been in continuous employment by the College since that date, will be eligible for conversion to monetary compensation.~~
  6. Unused sick leave attributable to a period of prior employment with any Washington State agency will be eligible for conversion to monetary compensation at retirement.
- 

#### **Article V.R. (Page 41)**

##### R. Shared Leave Program

1. The College has a shared leave program which is administered by Human Resources ~~Personnel Services~~ in accordance with the provisions of Chapter 41.04.655-670 RCW. Faculty members who are eligible to accrue sick leave are eligible to donate and receive shared leave.
-

**Article VI.E.2. (Page 44)**

E. Faculty Member Tuition Waiver Benefits

2. The registration procedure for such classes is:
    - a. College faculty members may register no sooner than the first day of class. Approval of the ~~appropriate~~ Vice President of Instruction and Instructional Dean is necessary if the class is intended for salary movement or is taken during normal working hours.
    - b. Employee Tuition Waiver forms are available from Human Resources ~~Personnel Services~~.
-

## Article VI.F. (pages 45 and 46)

### Full-Time Faculty Teaching Load

Department	Dept. Abbr.	Dept. Load
Addictions Counselor Education	ACED	15
Adult Basic Education	ABE	18
Agriculture	AG	18
<a href="#">American Sign Language</a>	<a href="#">ASL</a>	<a href="#">15</a>
Art, Lecture	ART	15
Art, Studio	ART	18
Astronomy	ASTR	15
Automotive	AUTO	18
Biology	BIOL	15
Business	BUS	15
Business Technology-Lab and Lec/Lab	BTEC	18
Business Technology-Lecture	BTEC	15
Chemistry	CHEM	15
Communications Studies	CMST	15
Computer Aided Design/Drafting Lecture	CADD	15
CADD Lab and Lecture/Lab	CADD	18
Computer Technology	CTEC/CSE/CPTS	15
Construction Technology	CNST	18
CPR	CPR	24
Criminal Justice	CJ	15
Culinary Arts: Baking	BAK	24
Culinary Arts: Cooking & Mgmt	FOOD	24
Data Networks & Telecommunication	DNET	18
Dental Hygiene	DH	18
Developmental Education	DVED	18
Diesel Technology	DIES	18
Early Childhood Education	ECE	15
Economics	ECON	15
Education	<del>ED</del> <a href="#">EDUC</a>	18
Electronics/Power Utilities	ELEC	18
Engineering-Lecture	ENGR	15
<del>Engineering-Lab and Lecture/lab</del>	<del>ENGR</del>	<del>18</del>
English/Professional Technical Writing	ENGL/PTWR	13
English as a Non-Native Language	ENL	15
English as a Second Language	ESL	18
Environmental Science	ENSC	18
Family Life - Parent & Child	FLPC	21
<a href="#">Field Surveying</a>	<a href="#">SURV</a>	<a href="#">18</a>
<del>Floristry</del>	<del>FLOR</del>	<del>18</del>
Focus on Mature Learning	FML	15
Foreign Language:	<del>FREN</del> / <a href="#">FRCH</a> GERM/JAPN/SPAN/R	15
	USS	
Forensic Science	FSCI	15

GED	GED	18
Geography	GEOG	15
Geology	GEOL	15
Graphic Communications/Printing	GRCP	15
<del>GRCP Lab and Lecture/lab</del>	<del>GRCP</del>	<del>18</del>
Health	HLTH	15
Health Occupations	HEOC	20
Health/Physical Education	HPE	15
History	HIST	15
Honors	HONS	15
Human Development	HDEV	15
Humanities	HUM	15
Industrial First Aid	IFA	24
Industrial Technology Electricity	ITEL	18
Journalism	JOUR	12
Library	LIBR	35
Machining Technology	MACH	18
Management	MGMT	15
Mathematics	MATH	15
<u>Medical Radiography</u>	<u>MRAD</u>	<u>18</u>
Music	<del>MUS</del> <u>MUSC</u>	16
Nursing	NURS	<u>16</u> <del>18</del>
Nursing (Clinical\Lab)		30
Nutrition	NUTR	15
Paralegal	PRLE	15
Pharmacy Tech	PHAR	18
Philosophy	PHIL	15
Physical Education	PE	18
Physical Science	PHSC	15
Physics	PHYS	15
Political Science	<del>POSC</del> <u>POLS</u>	15
Psychology	PSYC	15
Reading	READ	18
Sociology	SOC	15
Theatre	<del>THEA</del> <u>DRMA</u>	12
Tutoring	TUTR	30
Welding	WELD	18
Women's Studies	WS	15

Note: Load changes to be implemented Fall 2009

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## **Article VII.B. (page 49)**

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

1. Travel requests that involve use of College funds or time must be routed through appropriate administrative channels.
2. Out of country travel requires the approval of the President. Out of state travel requires the approval of the Vice President [of Instruction](#) or designee.

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## **Article VII (page 50)**

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

1. The College will provide a professional development fund for adjunct faculty in the amount of \$15,000 annually. Adjunct faculty will request approval from the division chair and authorization by the dean, within the following guidelines: maximum individual expenditure: ~~\$500~~750; maximum unit expenditure \$5000. ~~The Faculty Coordinator from the Teaching Learning Center will monitor and disperse funds.~~
2. [Other faculty development funds are available to adjunct faculty from several sources. For more detailed information, access “the Funding Source Guide” via the College Intranet under Instruction: <http://intranet.clark.edu/forms/index.shtm>](#)
3. [Faculty professional development funds must be used for lawful expenses associated with professional development such as, but not limited to:](#)
  - [a. Travel to and from professional conferences, seminars or meetings;](#)
  - [b. Paying fees and expenses for professional conferences, seminars or meetings;](#)
  - [c. Purchase of professional books and materials;](#)
  - [d. Subscriptions to professional magazines;](#)
  - [e. Dues in professional organizations.](#)

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## **Article VIII.B. 1. and C. (pages 52 and 53)**

### **B. Grievance Process**

1. A grievance is hereby defined as an alleged violation by the College of the terms of this Agreement. An individual faculty member who has been aggrieved, or group of faculty members who have been individually aggrieved, or the authorized Association



representative, will have the right to present grievances. Such grievances will be handled in the following manner:

#### Step One

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

#### Step Two

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

#### Step Three

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

#### C. Time Limits

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

## **Article IX.A.2.c (page 55)**

### **A. Circumstances**

1. This procedure is intended only to provide an orderly method by which faculty can be laid off under circumstances delineated in this Section.
  2. Sufficient cause for reduction in force will be determined by one of the following:
    - a. Elimination or reduction of financing.
    - b. Elimination or reduction of program(s).
    - c. State Board for Community and Technical Colleges declaration of financial emergency pursuant to RCW 28B.50.873 under the following conditions:
      - 1) ~~R~~eduction of allotments by the Governor pursuant to Chapter 43.88.110(3) RCW, or 2) ~~R~~eduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.
- 

## **Article IX.B. (page 55)**

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

1. The ~~appropriate~~ Vice President of Instruction will assign each probationer to a reduction in force unit at the time of appointment, ranked in accordance with the seniority procedure defined herein.
  2. Tenured or probationary faculty members who wish to be placed in a second unit must apply during Spring quarter to be effective the beginning of Fall quarter. These lists will be made available to faculty members on or before October 1 each year.
  3. Tenured or probationary faculty members must meet one of the following qualifications to be placed on a second reduction in force unit:
    - a. A baccalaureate degree or equivalent (45 quarter credits) in the discipline from a regionally accredited institution.
    - b. A Master or Doctorate in the discipline from a regionally accredited institution or an institution determined by the AHE President and ~~appropriate~~ Vice President of Instruction to be of equivalent accreditation.
    - c. Sufficient qualifications for vocational certification in the unit.
-

**Article XI.C. (page 56)**

**C. Reduction in Force Units**

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

[Addiction Counselor Education](#)

Adult Basic Education

Agriculture-Horticulture

Anthropology

Art

Automotive Technology

Biology

Business Administration

Business Technology

~~Chemical Dependence Counseling~~

Chemistry

[Communication Studies](#)

Computer Aided Design & Drafting

Computer Technology

Construction Technology

Corrections

Counseling

Criminal Justice

Culinary Arts

Data Networking

Dental Hygiene

Developmental Education

Diesel Technology

Early Childhood Education

Economics

Education

Electronics

EMET

Engineering

English

English as a Non-Native Language

English as a Second Language

Family Life - Parent/Child

[Field Surveying](#)

[Fitness Trainer](#)

French

Geography

Geology

German

Graphics Communications/Printing

Health Education

History

Human Development

Humanities

Industrial Tech Electricity

Japanese

Journalism

Library

Machine Technology

Mathematics

[Medical Radiography](#)

Music

Nursing

Paralegal

Pharmacy Technician

Philosophy

Physical Education

Physics

Political Science

Psychology

Russian

Sociology

Spanish

~~Speech~~

Theatre

Welding Technology

Women's Studies

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## Article IX.D.1. (page 56)

### D. Pre-Reduction In Force Consultation

1. Upon anticipation by the President that a reduction in force of the collective bargaining unit may be necessary, the President of the College shall immediately convene a Reduction in Force Committee of eight, of which at least fifty percent (50%) shall be members appointed by the President of the AHE. Committee membership shall be made up of representatives from instructional units and appropriate administrators. Outside stakeholders may be added as jointly deemed necessary by the President and AHE President. Such committee shall review all pertinent data, as specified in Section D.2., and provide a recommendation to the President of the College within ~~thirty (30) calendar~~ (20) contracted days. Any recommendation involving faculty reduction in force will also contain a recommendation of reduction of adjunct faculty. The recommendation may include alternative strategies to reduction in force. The President will submit the committee's written recommendation to the Board of Trustees for information at its next meeting.

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## Article IX. E and H (pages 57 and 59)

### E. Implementation

4. If a reduction in force is declared due to a program reduction/elimination, the College will provide support to the reduction in force tenured or probationary faculty reassigned to their second reduction in force unit in order to obtain additional certification or update qualifications.
  - a. Support may include options such as paid release time, tuition reimbursement, sabbatical, and other educational costs incurred by said faculty member.
  - b. A committee will study the options above and recommend a plan of support to the Vice President of Instruction. If the committee's recommendation is not accepted, the Vice President of Instruction will report back to the committee with reasoning and rationale. The committee will be comprised of the following: Associate Vice President of Human Resources ~~Director of Personnel Services~~, AHE officer, AHE appointed representative from unaffected instructional unit, faculty member affected by reduction in force, Dean of the receiving instructional unit, and a faculty representative from the receiving department.

### H. Recall Rights

4. Each reduction in force faculty member will keep the Human Resources ~~Personnel Services~~ Office informed of any change in address.

## Article X – DURATION (page 61)

### B. Duration

This Agreement will remain in full force and effect upon execution to and including ~~June 30, 2008~~ June 30, 2011. The Association reserves the right to reopen Appendices A and B in the event the legislature provides funds for such purposes not already contemplated by this Agreement. Negotiations for a successor contract will commence no later than ~~October 2007~~ October 2010; however, the terms of this Agreement may be extended upon written mutual agreement of the parties. ~~In addition, negotiations may be reopened on the following topics: faculty evaluation, program review, assignment rights for adjunct/affiliate faculty, and distance education.~~

This Agreement is entered into ~~July 1, 2005~~ April 1, 2009 at Vancouver, Washington by:

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For the College  
Sherry Parker  
Board Chair

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For the Association  
Marcia Roi  
AHE President

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## Appendix B.5. (page 69)

### Method of Payment A

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

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

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

## Method of Payment D

### Focus

Classes Most Focus classes meet and are paid 1 or 2 lecture credits. Art classes meet and are paid .5 lecture credits/1 lab credit or 1 lecture credit/2 lab credits. [Mature Learning](#) ~~Vigor in Maturity~~ classes are paid as lab credits. Field trips are paid as lab credits (a maximum of .5 lab credits per day).

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## Appendix C (pages 73 and 74)

### B. Counselor Job Description

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

### C. Librarian Job Description

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

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

1. Promote student learning by providing access to information resources necessary to meet class requirements and succeed in college.
2. Teach information literacy skills to students as part of a coordinated Library Instruction Program. Collaborate with ~~classroom~~ faculty.

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## Index (page 2)

~~“Run of the Mill”~~ 26



AGREEMENT  
Between  
Clark College  
And  
Clark College Association for Higher Education

The College and the CCAHE agree to the following:

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

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For AHE, Marcia Roi, President

Date

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For Clark College, Bob Knight, President

Date

Draft 2/3/09