



# **AGREEMENT**

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

*and*

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

**July 1, 2023– June 30, 2026**

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## **SECTION I: GENERAL PROVISIONS**

### **PREAMBLE**

This agreement is made and entered into by and between the Board of Trustees (hereafter referred to as the Board) of Community College District 13 (hereafter referred to as LCC, the College, or the District) and the Lower Columbia College Faculty Association of Higher Education (hereafter referred to as LCCFAHE).

The purpose of this agreement is to establish professional employment relations through mutual cooperation and the promotion of the mission of the institution.

### **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, and adjunct” 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” and “Work 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. Disputes regarding the interpretation of such statutes shall be addressed utilizing the Presidential Consultation process (Article 202.9). However, nothing in

the section precludes either party from exercising other legal or contractual remedies. Pursuant to RCW 28B.52.035, if any provision of a salary increase is 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 modified provision. Pursuant to RCW 28B.52.035, a board of trustees may provide additional compensation to academic employees that exceeds that provided by the legislature.

## **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). In special circumstances, a contract year may be spread out over 4 quarters consisting of 173 days (or equivalent).
- C. In alignment with Article 601.1, faculty must provide 173 days of service to the college, unless they are on approved leave.
- D. The Governance Council shall be involved in the approval of 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, recurring 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. Resolve instructional units and/or resolve disputes related to instructional unit assignments as required in 308.1.
- B. Distribute salary enhancement, increment money, and cost-of-living money made available by the legislature according to the provisions of this contract. C. Review faculty evaluation form(s), and oversee needed modifications.

### **108.2 Contract Reopener Requests**

Requests by either party to reopen 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 and the vice presidents for the administration, 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, October through June and shall operate in accordance with internal rules and procedures which it shall develop. Emergency Governance Council meetings may be convened through mutual agreement between the College President and the LCCFAHE President.
- 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. If agreed to by both parties, up to two (2) administrative representatives and up to two (2) LCCFAHE selected members may be added to but not replace a president in a meeting.

#### **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 their primary department or division. In their primary department, temporary full-time academic employees with less than one full year seniority are not eligible to vote.
- B. Any academic employee with one or more years of seniority shall be eligible to vote for department chair in their primary department. 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 full-time 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, such as teaching a lower credit load until their retirement date. In reaching these separation 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 separation 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.

### **113 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.

#### **114 PHASED RETIREMENT**

The Phased Retirement Program allows full-time academic employees meeting certain eligibility requirements, to transition into retirement through working part-time while receiving a retirement benefit. To participate in Phased Retirement, participants must:

- Meet the retirement eligibility requirements of their individual retirement plan;
- Terminate from their full-time academic positions with the District, surrendering tenure or rights to continuous appointment; and
- Be rehired by the District into a different job and assigned a reduced workload after a duration specified by their individual retirement plan.

Participation in the Phased Retirement Program is voluntary and occurs through mutual agreement between the District and the academic employee.

Academic Employees who wish to pursue a Phased Retirement agreement should discuss their options with Human Resources.

### **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. The opt-out notification must be delivered in a written or electronic format to the president of the LCCFAHE and the Human Resource Services department.
- 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 seven (7) 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 to 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**

District policies and procedures will be available online. The District will maintain and update policies and procedures according to the administrative policy review cycle. All employees will be informed of such changes via email.

### **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 fulltime 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 the 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. The LCCFAHE president will meet at least quarterly 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 601.6.
- D. The District reserves the right to rescind the above release time for nonperformance 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 their 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 any purpose prohibited by the Washington State Executive Ethics Board and/or RCW 42.52 Ethics in Public Service.

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 employee 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 and in accordance with RCW 28B.50.857). They are placed on the full-time academic employee 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 fulltime academic employee salary schedule. This appointment type is not subject to the provisions of RCW 28B.50.850 through 28B.50.869 (Faculty Tenure).

### **301.4 Adjunct Faculty**

Adjunct faculty are academic employees contracted on a quarterly basis without the expectation of continued employment. They are not placed on the full-time academic employee salary schedule but are paid according to the rates established in Article 901. This appointment type is not subject to the provisions of RCW 28B.50.850 through 28B.50.869 (Faculty Tenure).

## **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 meetings as needed with the appropriate dean and the vice president of instruction.

3. Schedule and preside at department meetings once each quarter with sufficient frequency and duration to ensure that the business of the department can be adequately addressed. Department chairs will submit meeting minutes or notes to the appropriate dean.
  4. Promptly disseminate information from other departments or individual faculty members, the administration, 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. Assist the appropriate dean with recruiting and hiring adjunct faculty.
  3. In a manner consistent with Article 904, assist the appropriate dean with evaluating adjunct faculty by completing and/or designating department members, subject to the dean's approval, to assist with class, lab, and/or clinical observations. Appropriate follow-up action based on the information collected is the responsibility of the dean.
  4. Facilitate the departmental review of any curricular or program changes for programs.
  5. 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.
  6. Assist with the facilitation of department assessment activities.
  7. 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.

8. In the event a department chair and supervising administrator mutually agree to activities in addition to the normal department chair workload, additional funding/release time will be provided.

### **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. In addition, one administrative support staff will attend to take meeting minutes. The committee will include:
  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 a majority vote of the faculty acting as a body.
  3. One full-time student representative shall be selected by the Associated Students Executive Council.
- C. A probationary review committee member should recuse themselves for a conflict of interest and notify the committee chair. If they do not recuse themselves, the committee chair will notify the vice president of instruction and LCCFAHE president.
- D. 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, support, and guidance as needed to its assigned probationary faculty member.

The evaluation 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. Communicating and 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.
- K. Fulfilling college service as outlined in Article 601.6; and
- L. Demonstrating an effort to incorporate DEI (Diversity, Equity, and Inclusion) materials in course curriculum, as well as strategies within the classroom.

### **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 teaching effectiveness professional development plan (see Appendix H) or the work plan (see 811.1) includes a set of long-range and quarterly goals with supporting activities, that are mutually agreed upon by the probationer and the probationary review committee. If mutual agreement cannot be reached, the vice president of instruction will make the final decision. 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, online, hybrid, 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, Instructional Assessment 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 Probationary Review Committee Meeting Minutes and Documentation**

Written minutes documenting the probationary review committee's assessment of the probationer's performance and advising the probationer of their 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 that is approved annually by the Contract Maintenance Team. The minutes will 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.

Prior to signing the official minutes, members of the Tenure Review Committee will have a period of individual review outside of the meeting. The review period not to exceed the date set by the committee. Digital signatures are acceptable. 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 are 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 unconfirmed 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 or vice president 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. In addition, findings from an investigation may be shared with the probationary committee after the investigation concludes. 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 they are to be included in the evaluation. If unsolicited information is included, the probationer will be informed in a reasonable amount of time.

### **304.5 Review Committee Meeting Timeline**

- A. Each committee shall have its first meeting no later than the fourth (4<sup>th</sup>) 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 (9<sup>th</sup>) 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 using the data and input collected from the evaluation activities listed in Article 304.2 and documented in the review committee minutes.

### **305 AWARD OF TENURE**

1. 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.
2. 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.

3. 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.
4. 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.
5. A tenured employee, upon appointment to an administrative position, with the exception of president, shall be allowed to retain their 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 REMEDIATION & DISCIPLINE**

All faculty are expected to perform their duties to the best of their abilities. Remediation and discipline are separate processes. At the beginning of either process, the faculty member will be informed which process is being employed and they have the right to contact the LCCFAHE for representation in any and all meetings.

### **306.1 Remediation**

#### **A. Purpose of Remediation Process**

Remediation is a process used to address unsatisfactory performance, where that performance is reasonably likely to be corrected through intervention, professional development, or some other form of assistance. The intent of remediation is not punitive and remediation is not discipline as defined in Article 306.2-Discipline; however, academic employees have the obligation to carry out the terms of a remediation plan that is developed according to the provisions of 306.1.

Remediation does not limit or replace a supervising administrator's right to critique, coach, or evaluate an academic employee on an ad-hoc basis on performance and/or expected behavior. 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.

#### **B. Initiation of Remediation Process**

All faculty members are expected to perform the duties and responsibilities of their primary work assignment as described in Articles 600 and 903, and to comply with Board Policies, the District's rules, regulations and administrative policies and procedures, and state and federal laws. When a supervising administrator, consistent with 306.1 C, determines that cause for remediation exists, informal or formal remediation will be initiated. The determination of whether informal or formal remediation will be consistent with Article 306.1 D. The supervising administrator will inform the employee of the need for remediation and schedule follow-up meetings. The academic employee may request LCCFAHE union representation at any and all remediation meetings. It is the responsibility of the academic employee to contact the LCCFAHE.

**C. Cause for Remediation and Due Process**

When a supervising administrator believes that cause for remediation may exist, the administrator will exercise due diligence in investigating, collecting information, and comparing behavior among faculty to ensure fairness. Academic employees have the right to due process before remediation, which includes at a minimum the right to be informed of the issues related to the unsatisfactory performance, the information and/or evidence collected, and the right to respond verbally and/or in writing. Academic employees have the right to utilize the grievance process to settle issues related to whether or not remediation is appropriate.

Causes leading to the remediation process may include, but are not limited to:

1. Issues identified as a result of evaluation activities occurring in Articles 800 and 900 that indicate a pattern of unsatisfactory performance;
2. A pattern of student complaints;
3. A pattern of complaints regarding clinical site work;
4. Recurring program accreditation evaluation complaints that are within the academic employee's control;
5. A pattern of excessive student withdrawals when compared to comparable sections;
6. A pattern of under-enrolled sections when comparable sections taught by other faculty are adequately enrolled;
7. A pattern of excessive absenteeism or reoccurring failure to meet classes or attend committee assignments regularly;

8. A failure to fulfill professional responsibilities, per Articles 600 and 903.

#### **D. Informal vs. Formal Remediation**

1. Informal remediation is appropriate when unsatisfactory performance first emerges, the impact on instruction and/or operations is relatively minor, and the academic employee has no dispute with the recognition of the performance issue and the proposed remediation. The agreed corrective actions and verification of completion may be verbal or written.
2. Formal remediation is appropriate in situations where a documented pattern of unsatisfactory performance exists, the impact on instruction and/or operations is significant, and/or the academic employee disputes the need for remediation or the remediation proposed. Formal remediation may also be used in the event that an informal attempt at remediation is unsuccessful.

A confidential meeting will be scheduled at a mutually convenient time between the academic employee, the appropriate supervising administrator, and an LCCFAHE representative if requested. Others may attend the meeting if mutually agreed upon by the parties. The appropriate supervising administrator will prepare a written summary following the meeting for signature by the academic employee and the administrator.

The supervising administrator will give a written notice of the unsatisfactory performance issues in writing to the academic employee. The written notice will state the specific performance issues to be remediated, communicate the need to develop an improvement plan, a list of potential remediation activities, and the consequences of not completing the plan and improving performance. The supervising administrator and the faculty member will then seek to develop a mutually-acceptable remediation plan including the items specified in 306.1 E, with the supervising administrator making the final decision on when the plan is sufficient to address the specific performance issues.

If the academic employee concurs with the plan, both the supervising administrator and the employee will make arrangements to produce a final copy, which will be signed by both parties. If the academic employee does not agree that remediation is warranted, or does not agree with the plan, the grievance procedure may be used to resolve these issues.

#### **E. Remediation Plans**

Whether formal or informal, remediation plans should address the following:

1. A clear description of the performance issues to be addressed;
2. Specific actions to be taken, along with timelines and milestone events, which may include but are not limited to:
  - a. Mentoring by other faculty;
  - b. Coaching by appropriate third party;
  - c. Counseling;
  - d. Referral for professional assistance;
  - e. Additional training in the skill area(s) needing improvement.
3. A method for verifying completion of actions;
4. The consequences of not complying with the plan.

For formal remediation plans, the above will be specified in writing and signed by the academic employee and the supervising administrator. Should circumstances arise during the execution of the plan that affect the academic employee's ability to successfully complete the plan, the academic employee may request revisions to the plan. Requests must be in writing and are subject to the approval of the supervising administrator. If accepted, the request will be signed by both the supervising administrator and the academic employee and attached to the original remediation plan.

### **306.2 Discipline**

#### **A. Intent**

All faculty members are expected to perform the duties and responsibilities of their primary work assignment, as referenced in Articles 600 and 903, 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, extracontractual employees, nor supplemental employees. See RCW 28B.50. Discipline is a response to a violation of this Agreement or any Board policies; the District's rules, regulations, and administrative policies and procedures; state and federal law, or unprofessional conduct. It is not appropriate for patterns of unsatisfactory performance that may be corrected through the process outlined in 306.1 (Remediation).

#### **B. 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.

## **C. Right to Representation**

### **1. 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.

### **2. 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.

### **3. 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.

## **D. INVESTIGATIONS**

If the subject of an investigation is regarding allegations of “Sexual Harassment” as defined in 34 CFR sec. 106.30, the District’s Title IX Grievance Procedure and Supplemental Title IX Employee Disciplinary Hearing Procedure shall be followed. In limited instances where Articles within this collective bargaining agreement conflict with the Title IX policies and procedures required by these federal laws, the Title IX procedures will take precedence.

1. **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.

2. **Timely Resolution**

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

3. **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.

4. **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.

5. **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.

**6. 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.

**E. Discipline**

The District has the authority to impose discipline, which may be grieved as set forth in Article 1000. If the possible discipline is regarding allegations of “Sexual Harassment” as defined in 34 CFR sec. 106.30, the District’s Title IX Grievance Procedure and Supplemental Title IX Employee Disciplinary Hearing Procedure shall be followed. In limited instances where Articles within this collective bargaining agreement conflict with the Title IX policies and procedures required by these federal laws, the Title IX policies and procedures will take precedence. In imposing discipline, the following will apply:

**1. Just Cause**

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

- a. Notice.  
The District gave the faculty member forewarning or foreknowledge of the possible or probable consequences of the faculty member’s disciplinary conduct.
- b. Reasonable Rule or Order.  
The District’s rules or managerial orders, as identified in Section

306.2, 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.

c. 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.

d. Fair Investigation.

The District's investigation was conducted fairly and objectively.

e. Proof.

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

f. Equitable Treatment.

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

g. 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 their service with the District.

2. **Progressive Discipline**

The District shall apply, where appropriate, the principles of progressive discipline as follows: verbal warning, written 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.

3. **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.

4. **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.

5. **Imposition of Disciplinary Action**

Once the supervising administrator and/or appropriate vice president has considered the information provided by the faculty member in Section 4 and determines disciplinary action to be appropriate, the faculty member will be provided a “Letter of Disciplinary Action,” with a copy to the LCCFAHE.

6. **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.

7. **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.

8. **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**

If the District seeks to dismiss a tenured faculty or probationary faculty member based upon allegations of “Sexual Harassment” as defined in 34 CFR sec. 106.30, the District’s Title IX Grievance Procedure and Supplemental Title IX Employee Disciplinary Hearing Procedure, the matter will be referred to the Tenure Termination Committee for a hearing pursuant to RCW 28B.50.863 and applicable procedures set forth herein. To the extent the Tenure Termination Committee procedures are inconsistent or conflict with Sections II through VII of the Supplemental Title IX Employee Disciplinary Hearing Procedure, the Supplemental Title IX Procedure sections will prevail. At the end of the hearing, the Tenure Termination Committee will issue a Recommendation consistent with the provisions set forth in the Supplemental Title IX Employee Disciplinary Hearing Procedure. Complainant shall have the same right to appear and participate in the proceedings as the Respondent, including the right to present their position on the Recommendation to the Board of Trustees before final action is taken.

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 Office of Instruction with oversight by the LCCFAHE 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.  
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.

- D. 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. Upon receipt of a request for a hearing from an affected faculty member, the College President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer who shall be a neutral person who is experienced in adjudicating personnel/legal disputes and shall not be, with the exception of Administrative Law Judges, an employee of the State of Washington or any of its political subdivisions or be a member of the Board of Trustees of any community college in the State of Washington.
- B. 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.
- C. 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.
- D. 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 (RIF)**

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 their 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 their 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. A list of instructional units shall be created during the normally-scheduled bargaining session specified in Article 1200 of this agreement. A list of instructional units shall be contained in Appendix C of this Agreement.
- B. The agreed-upon instructional units shall remain in effect for the duration of the Agreement, with the following exceptions:
  - 1. In the event that a new program of study is established that the District believes warrants a new instructional unit, the Contract Maintenance Team shall meet to consider the new unit and, if mutually agreeable, modify Appendix C.
  - 2. In the event that the District closes a program, the instructional unit shall be removed from Appendix C, and any faculty who were approved for that unit as a second unit shall be given 15 contract days from the time of notification of removal to submit a written request for an additional unit.
- C. The vice president of instruction shall assign full-time probationary and tenured faculty members to the appropriate instructional unit based on criteria outlined in WAC 131-16-080 through WAC 131-16-091. This assignment shall be their primary assignment.

- D. 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 instructional unit as follows:
1. The criteria for assignment to a second unit is as follows:
    - a. The faculty member meets or exceeds the degree requirement for teaching in the discipline, consistent with WAC 131-16-080 through WAC 131-16-091, or
    - b. The faculty member has significant prior teaching experience in one or more fields taught within the instructional unit and has taught representative courses in the additional unit within the last three (3) academic years, or
    - c. The faculty member has sufficient relevant work experience in the unit to qualify for vocational certification as outlined in WAC 131-16-091.
  2. Review, second unit requests, and change requests will take place as follows:
    - a. When contract negotiations for this agreement conclude and the contract is approved by both parties, the list of instructional units, unit assignments, and assignment criteria will be distributed to faculty no later than 15 contract days after approval by both parties.
    - b. Newly hired probationary faculty will be notified of their unit assignment and assignment criteria for requesting a second unit within 15 contract days from the probationary start date. Probationary faculty have until the end of their first quarter of employment to select their second unit.
    - c. By the end of the 15th contract day after the instructional unit information is distributed, faculty may request assignment to a second unit and/or changes of their instructional unit assignment(s) by submitting a written request, along with documentation of meeting the criteria for the request, to the vice president of foundation, human resources, and legal affairs. The vice president of instruction then will evaluate the request, and faculty will be notified of the final decision within 10 contract days. Disputes resulting from this process shall be submitted in writing to the vice president of foundation, human resources, and legal affairs within 10 contract days of the receipt of the decision. The vice president of foundation,

human resources, and legal affairs will convene the Contract Maintenance Team to resolve the dispute and provide a response with a final decision within 10 contract days.

- d. If a faculty member obtains additional credentials during the contract period for a given set of instructional units that would allow qualification for a second unit, the faculty member may submit a request, along with documentation of meeting the criteria for the request, to the vice president of foundation, human resources, and legal affairs. The vice president of instruction shall evaluate the request, and the faculty member will be notified of the decision within 10 contract days. Disputes resulting from this process shall be submitted in writing to the vice president of foundation, human resources, and legal affairs within 10 contract days of the receipt of the decision. The vice president of foundation, human resources, and legal affairs will convene the Contract Maintenance Team to resolve the dispute and provide a response with a final decision within 10 contract days.
- E. Each academic employee shall be ranked in their instruction unit(s) in accordance with the seniority procedures defined in 308.3.

### **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 fulltime 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 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 requesting a review through Human Resources. 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 will be removed upon reaching mutual agreement between the academic employee and the Vice President of Human Resources and Legal Affairs or as described in section 306.2.E.8.

### **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, FULL-TIME TEMPORARY, and PROBATIONARY ACADEMIC EMPLOYEES**

Each adjunct, full-time temporary, or probationary academic employee teaching for the first time at the College shall be assigned a professional partner. Appointments will be for the first quarter of employment. Adjuncts that are hired in future quarters, full-time temporary, and probationary faculty may be assigned a professional partner for up to two additional quarters at the discretion of the appropriate supervising administrator. The appropriate supervisor shall act as the contact person for the professional partner coordinator who shall work with the supervising administrator to identify a mutually acceptable, qualified faculty member to assist the part-time academic employee. The professional partner shall be an experienced academic employee. The coordinator will provide the Professional Partner Checklist provided in Appendix D 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 as defined in Article 508.5 and 900.D.8.
- B. Professional partners have the following obligations during the first quarter of the academic employee's appointment:
  - 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. If the academic employee is local (versus remote/online), the partner shall provide a tour of important places on campus.
  - 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 completed 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.
- C. If the supervising administrator determines that additional professional partner appointment(s) are desirable, the professional partner will continue to act as a

mentor for the adjunct or full-time temporary faculty member to which they are assigned. Professional partners assigned for additional quarters will be compensated for each quarter as specified in Article 508.5 and 900.D.8.

### **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.



### **315 RECRUITMENT OF FULL-TIME ACADEMIC EMPLOYEES**

To ensure an equitable and inclusive recruitment and selection process, with the goal to attract, hire, and retain the best Instructional Division talent to share in the mission and values of Lower Columbia College, faculty members will be represented in the hiring process of full-time academic employees.

If a faculty member agrees to serve on a search committee, they have the obligation to fulfill the requirements of the equitable hiring process.

## **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 904.4 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**

The College and Faculty have a shared responsibility for workplace safety. The College will abide by safety standards in accordance with applicable state and federal law. Faculty will comply with applicable safety practices, policies, and standards established by the College.

All academic employees shall be given notice of potential hazards related to their job duties before work is performed. Any hazard that is identified must be mitigated through the use of controls, guards, protective equipment, system modification(s) and/or training.

Academic employees shall report all known safety and health hazards immediately using the college's reporting system. In critical situations, academic employees may order stop-work and/or evacuate themselves and others to a safe location.

### **402.1 Safety Trainings**

The district will provide academic employees with necessary safety trainings. It is the responsibility of the academic employee and their supervisor to ensure that any necessary safety training is completed before hazardous work is performed and that training is maintained throughout employment so long as the hazardous work continues

### **402.2 Safety Program**

The District will maintain a safety program, formally titled the Accident Prevention Program (APP). 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**

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.

## **403 FACULTY/STAFF LOUNGE**

The District agrees to provide a designated faculty lounge area for the exclusive use by faculty, staff, and their guests.

### **A. Access and Use**

1. Faculty members may use the lounge for various purposes, including but not limited to relaxation, socializing, informal meetings, and consuming meals and beverages.
2. The LCCFAHE and individual faculty members will be responsible for provisioning the faculty lounge with basic supplies, such as coffee, tea, basic kitchenware, and reading materials.

## **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 approved course outcomes.

### **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, Administrative Policy 320- Use of Human Subjects, 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. Faculty are encouraged to recommend additions to the collection, including books, journals, databases, eBooks, video, and other resource materials through the Collection Development Committee with its established guidelines and procedures. Books and other library materials selected will 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 LCC Policy 420.6- Field Trips and any accompanying procedures.

### **407.2 College Business Travel**

Faculty traveling 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. 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, and 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, online courses, 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. Faculty may develop openly licensed course materials using a Creative Commons noncommercial license.

## **410.3 Jointly Developed Materials - Written Agreement**

In 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**

At LCC, online or distance education courses are referred to as eLearning courses. These courses use an online learning management system to provide instruction through enhanced, hybrid, online, and hyflex modalities. Students should demonstrate equivalent learning outcomes regardless of instructional modality. The same responsibilities and standards that apply to face-to-face course instruction also apply to all modalities of eLearning.

A. eLearning modalities are defined as:

1. Enhanced – Students and instructors meet together in a classroom and on a regular schedule. No classroom time is replaced by online instruction, but some level of participation in the learning management system, as determined by the instructor, will be required of the student.



2. Hybrid – Hybrid courses combine face-to-face classroom time with online instruction. Students in a hybrid class come to campus at scheduled times and meet face-to-face with instructors and students. Some classroom time is replaced by online instruction.
  3. Online – Online courses consist entirely of online elements with no face-to-face component. All instruction and course interaction takes place online.
    - a) If an instructor requires a proctored exam, an online option, or a face-to-face option local to the student (such as a college proctoring center) must be made available by the instructor.
    - b) Distance Education (DE) courses do not require student to interact with each other, the faculty, and the content at specific times.
    - c) Virtual Courses (VC) require students to interact with each other, the faculty, and content at specific times.
  4. Hyflex- Hyflex courses allow the student to choose to attend in-person and/or virtually. These courses simultaneously combine in-person and online modalities. These courses can meet synchronously and asynchronously and offer students greater flexibility to meet attendance requirements.
- B. Before developing and/or facilitating an enhanced, hybrid, online, or hyflex course for the first time an instructor must complete an online course development training approved by the vice president of instruction. Evidence of prior training and experience in online instruction may be reviewed and considered for substitution by the director of eLearning and dean. New online courses will be developed in accordance with Article 508.3 and 901.F.
- C. Faculty members agree to utilize the College’s officially supported learning management systems when teaching enhanced, hybrid, online, or hyflex courses.
1. In accordance with Article 405.2, the faculty may utilize third-party instructional materials that rely on interactive software or other technology.
  2. An alternative or supplemental learning management system 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:

- a The faculty member shall provide eLearning full-time staff the information necessary to access the course.
- b The agreement will explicitly state how and by whom the students and instructor will be provided with technical support.
- c The alternative or supplemental 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 remain on campus 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 campus or perform any duties. Faculty 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 and/or course delivery methods. Faculty shall not assign additional work during College closures. Faculty may adjust assignment due dates for College closures.
- D. When the College is closed early, faculty members shall be permitted to leave immediately after their students are dismissed.
- E. Faculty on pre-approved leave not associated with college closure will not have their leave reserved upon notice of suspended operations.

## **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.

<b>Qualification</b>	<b>Step Placement</b>
Bachelor's Degree or Journeyman, Less than Bachelor's/Journeyman and up to 6 yrs. experience.	1
Master's Degree, Bachelor's + 90 credits, Bachelor's + 4 yrs., Journeyman + 4 yrs.	2
Master's + 2 yrs., Master's + 45 credits, Bachelor's + 135 credits, Bachelor's + 6 yrs., Journeyman + 6 yrs.	3
Master's + 90 credits	4
Doctorate Degree	5

### **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**

PDU's 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, PDU's earned in order to complete minimum position requirements that are relevant to vocational certification will count towards vocation certification. Normal PDU guidelines and submission dates as outlined in Appendix A apply.

### **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 INCREMENTS**

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:

1. 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. Increment advancements covered by this section shall be effective at the beginning of fall quarter for the given 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 tenure track and probationary faculty followed by the most senior full-time temporary faculty.
    - 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 tenure track and probationary faculty followed by the most senior full-time temporary faculty.
    - 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 monies are exhausted.
    - d. If any earned advancements remain unpaid, they will become first paid advancements in the following year.
- D. Funded Increments
1. Fiscal Year 2024, forty-five (45) earned increments shall be funded.

2. Every fiscal year thereafter, up to twenty-five (25) increments shall be funded.

E. Workforce Education Investment Act (WEIA) - Nurse Educator

So long as the legislature funds WEIA appropriations for nurse educator salary increases, all nursing Faculty shall receive retention stipends in the amount equal to 26.5% of their base salary minus any Cost of-Living- Allowance (COLA) percentage awarded by the legislature.

### **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. There is a step for the employee to move to.
- B. Such movement is consistent with the priorities established in Article 502.

Such movement is effective at the beginning of the subsequent academic year. 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., Probationary faculty will be eligible for step advances earned as outlined above. Any salary increases are applied pursuant to Article 502.

### **504 SENIORITY ADVANCEMENT**

Tenured 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**

All academic employees teaching summer quarter shall be paid at the Adjunct Rate in accordance with the adjunct rates established in Article 901.

## **508 ADDITIONAL ASSIGNMENTS**

### **508.1 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.

### **508.2 Corporate and Continuing Education**

Faculty members, at their option, may participate in Corporate Training, Continuing Education Training, and/or Community Education courses. Instructors delivering these courses or activities are not part of the bargaining unit covered by this contract and are not subject to its provisions.

### **508.3 Curriculum Development Compensation**

General curriculum and program development and maintenance are a part of each faculty member's base workload. 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 receive compensation, new courses will be subject to the District's quality standards review process.
- E. In order to provide a reasonable degree of equity in compensation amounts for various development projects and/or course modalities, the following compensation will be offered to faculty.
  - 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.

#### **508.4 Full-Time Substitute Pay**

- A. Full-time academic employees who substitute for academic employees who are ill or on pre-approved absence from the campus shall be paid at the appropriate Adjunct Step 2 hourly lab or lecture rate established in Article 901 section B, provided the arrangement has been previously approved by the supervising administrator.
- B. 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.

#### **508.5 Professional Partner Compensation**

- A. The professional partner coordinator shall be compensated at the rate of \$500.00 per quarter for completing the following:
  - 1. Assisting the deans in professional partner assignment.
  - 2. Send introductory email to both new faculty members and professional partners outlining responsibilities and associated required paperwork.
  - 3. Regularly communicate with professional partners to ensure a successful onboarding.



4. Submit required professional partner paperwork to the office of instruction and request payment for professional partners for completion of duties.
  5. The professional partner coordinator will inform deans when professional partner duties are not completed in the specified term.
- B. Upon completion of duties described below, professional partners shall be paid at the rate of \$200.00 per quarter per adjunct faculty member assigned.
1. Completion of the professional partner checklist.
  2. Completion of the classroom observation.
  3. Submission of the required paperwork.

### **508.6 Independent Study Compensation**

Full-time academic employees who teach independent study shall be compensated at the quarterly rate of \$65.00 per credit per student.

## **509 CANCELLATION OF CLASSES**

Adjunct 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. An academic employee whose class is cancelled without 3 working days' prior notice will receive \$120.

## **510 OVERLOAD**

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

## **511 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 that are fair and equitable for all academic employees. It is the responsibility of the vice president of instruction, in conjunction with supervising administrators, to ensure that academic employees have a reasonably equitable workload in terms of their primary assignments and their college service assignments relating to the academic affairs of the District.

- A. Academic employee workload assignments will facilitate quality instruction and allow instructional methods that are innovative and/or the most effective for the given discipline.
- B. Assignment of workloads 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 workload is largely non-instructional will be clearly defined and will be comparable in time and effort to those with assignments that are primarily instructional.
- D. Academic workloads consist of a primary assignment and a college service assignment. An average baseline workload model will be used as a starting point for the development and/or evaluation of an academic assignment. It is expected that most assignments will deviate to some extent from the baseline model, depending on the mode of instruction, class capacities, curriculum and program management responsibilities, lab management responsibilities, and other special factors. Deviations from the baseline will be identified and discussed by the academic employee, the employee's department, and the appropriate supervising administrator. The supervising administrator is responsible for documenting final workloads and rationale for deviations, and the vice president of instruction is responsible for periodically reviewing academic workloads. Summaries of workload reviews will be made available to the LCCFAHE annually upon request. The base workload assumptions are as follows:
  - 1. Academic employees are exempt employees and as such may not have a specific schedule. A portion of an academic employee's workload may take place off-campus with an approved telework agreement. Faculty have an obligation, as per Article 107, to provide 173 days of service to the College and are expected to have a regular presence on-campus that meets their primary assignment, college service, and the academic affairs of the District. Deviations from baseline campus availability practices will be worked out as a part of establishing individual workloads.

2. The average credit load for an academic employee engaged in full-time teaching is 45 credits annually (15 credits per quarter for 3 quarters). The average weekly contact hours associated with this credit load is 15 to 24 contact hours per full week of instruction.
- E. Class capacities affect workload and may be considered when adjusting workloads. Base class capacities, deviations from base class capacities, and online class capacities, will be established by the supervising administrator after consulting with individual employees and their related departments. In general, online class capacities will not exceed that of similar face-to-face classes.

#### **601.2 Assignment of Workload**

- A. Within the limitations and guidelines outlined in this agreement, the assignment of loads for academic employees is the responsibility of the appropriate supervising administrator. Workloads will 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 employee's assignment may be discussed at this meeting, including faculty evaluation information as outlined in Article 800.
- B. The District will 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.
- D. If an academic employee, the employee's department, and/or the supervising administrator cannot reach agreement on workload assignments and/or deviations from the baseline workload standard, the vice president of instruction is responsible for making the final determination after consulting with Governance Council. Academic employees may utilize the grievance procedure beginning at level 3 as

outlined in Article 1003.3 if not satisfied with the decision of the vice president of instruction.

### **601.3 Primary Workload – Teaching**

Full-time academic employees whose primary workload is teaching, includes teaching courses through approved instructional modalities as defined in Article 411.1, direct instructional contact with students, student consultation hours (office hours), advising, assessment, and time for preparation and grading.

- A. Direct Instructional Credits and Contact Hours: Each academic employee is assigned an equitable instructional workload comparable to all academic employees' loads in time and effort. Assignments shall normally be 45 credits per academic year (15 credits per quarter for 3 quarters on average), generating 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. Deviations from the annual or quarterly workload will be determined by the supervising administrator and the academic employee through mutual agreement. These normally assigned hours shall not include assignment of overloads. Direct instructional contact hours refers to the scheduled time for courses in all modalities, seminars, and other activities as documented in course plans, syllabi, and related documents.
- B. Student Consultation Hours: Full-time academic employees whose primary assignment is teaching will schedule five (5) hours per week outside of instructional contact hours to be available for student consultation. All other full-time academic employees and the appropriate supervising administrator will mutually agree as to the number of student consultation hours per week. These hours, including time, location, email, and telephone number (if available), will be given to the Office of Instruction for publication prior to the start of classes each academic quarter.
- C. Advising: Faculty are expected to use LCC's current advising tools/methods and collaborate with staff advisors to support students in planning their educational and career goals, aid students in addressing challenges to effectively meet and/or refine goals, and support students in preparing to transition beyond LCC.

Faculty will advise up to 30 students, and to the extent possible, be assigned students by program major/intent. However, this may vary based on other workload considerations. No more than 30 students will be assigned without the permission of the academic employee and the supervising administrator. Additional advisees assigned will be considered an overload assignment and be compensated as established in Article 900, unless used as described in Article 601.6 towards an employee's service obligation.

- D. Assessment: In addition to course 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 instructional workload.
- E. Workload Exceptions: The normal full-time teaching load at Lower Columbia College is 15 credits/credit equivalents per quarter with the following exceptions:
  - a. ECED/BAS-TE (For faculty teaching more than fifty-percent practicum courses) 12 \*Implementation of the 50% formula and language may be modified through contract maintenance by mutual agreement.
  - b. NURS 12

#### **601.4 Primary Workload – Counseling**

As with other academic employees, the primary workload for full-time academic employees engaged in providing student counseling services is based on an average 40-hour work week, with 35 of those hours on campus. Counselors are contracted for 173 days; however, because of the need to provide counseling services between quarters and during the summer, the 173 days may be scheduled over 4 quarters (summer, fall, winter, and spring) instead of the academic year defined in Article 107. Additional overload contracts for extra days of counseling service may be offered at the discretion of the District. Overload contracts are optional on the part of the academic employee. The rate of pay is specified in Article 900.

#### **601.5 Primary Workload - Librarian**

As with other academic employees, the primary workload for full-time academic librarians is based on an average 40-hour work week, with 35 of those hours scheduled on campus.

A full-time librarian's primary assignment includes, but is not limited to:

- A. Information literacy instruction: Collaborate with faculty to provide course integrated instruction for online and face-to-face classes through the delivery of workshops and the development and promotion of online modules and instructional tools. Librarians may be assigned to teach credit-bearing information literacy courses during their scheduled hours.
- B. Library reference service: Approximately one third of a librarian's 35-hour weekly schedule is designated to providing one-on-one library reference service to all library users at the reference desk.
- C. Assessment: Participate in program review, and evaluate and document achievement of student learning outcomes.

- D. Collection development: Evaluate, weed, maintain, and build the library's collection of print and online resources to support the College curriculum and college community.
- E. Learning Commons support: Provide staff coverage and general support to students, faculty, and staff as needed. Work as a team with other Learning Commons staff to coordinate user services and activities.
- F. Online resources: Assist with the management of the online integrated library system (catalog), online databases, maintain library web pages, and support and promote the library's Open Educational Resources initiative.
- G. Other activities supporting the promotion of information literacy across the curriculum.

#### **601.6 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 Articles 601.3, 601.4, and 601.5. 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. Disputes will be settled as outlined in Article 601.2 (D).
  - D. Service obligation activities will be included in the faculty member's teaching effectiveness plan and updated as changes occur.

#### **601.7 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 work-based 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.

The use of leave shall comply with the Ethics in Public Service Act (RCW 42.52).

### **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. If full-time academic employees are hired mid-year, their sick leave credits shall be prorated. 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 902. Academic employees on 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 consistent with District procedure. 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 if eligible for retirement or disability retirement based upon their retirement plan, 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 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. The first three (3) days shall be paid bereavement leave and the two (2) remaining days will be deducted from sick leave.

- B. Upon approval of the appropriate dean, additional days of bereavement leave shall be deducted from accumulated sick leave.

## **706 FAMILY AND MEDICAL LEAVE**

Leave shall be granted in accordance with the Family and Medical Leave Act (FMLA) and any amendments thereto and the Washington Family & Medical Leave Program (RCW 50A.04). Eligibility for FMLA 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. Full-time academic employees are considered to be eligible if he or she has worked as full-time faculty for one academic year prior to the request. Pro rata faculty qualify on a pro-rated basis. Eligible employees are entitled to up to twelve (12) workweeks of paid or unpaid FMLA leave in a twelve (12) month period. FMLA leave is not always consecutive leave. Intermittent leave, leave on a reduced schedule, or a combination of intermittent and consecutive leave may be necessary for an eligible employee's own serious health condition, to care for a family member with a serious health condition or military family leave, or to care for a newborn child or a newly placed child. LCC and the employee must mutually agree to the work schedule and duration before the employee may take the leave intermittently or work a reduced schedule. Eligibility for the Washington Family & Medical Leave Program is determined by the Employment Security Department in accordance with RCW 50A.04 and WAC 192.

## **707 TEACHING ABROAD & SABBATICAL LEAVE**

### **707.1 Philosophy**

Teaching abroad and 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**

Teaching abroad or sabbatical leave may be granted with or without pay as defined in Article 707.8 to full-time academic employees for research, study in residence at an accredited institution of higher education, work to update skills, educational travel, leading or teaching as part of an accredited teaching abroad program, or other activities. Teaching abroad may be granted one (1) term (quarter or semester) of absence and sabbatical leave may be granted up to three (3) quarters of absence.

### **707.3 Eligibility**

Tenured academic employees may apply for an initial sabbatical or teaching abroad opportunity after three academic years of service at the College. The initial sabbatical or teaching abroad opportunity, if approved, will begin no sooner than the beginning of the sixth academic year of service. Teaching abroad leave requests shall not exceed one (1) term (quarter or semester) of leave from contracted responsibilities and sabbatical leave requests shall not exceed three academic quarters (one academic year) of leave from contracted responsibilities.

The average number of annual remunerated professional leaves awarded by the College 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 and teaching abroad 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/teaching abroad 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 in a timely manner (no less than one full quarter in advance) so that they can be properly vetted.
- C. Requests for sabbatical leave for two or three consecutive quarters that span two academic years (i.e. divided by summer quarter) shall be submitted and regarded as a single sabbatical application.

### **707.5 Application Format**

In order that the Teaching Abroad and 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 in the application:

- A. Statement of Topic – This statement explain the purpose of the proposal.
- B. Summary of Benefit – This section should explain how the proposal would benefit 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 or teaching abroad experience, divided into three sections:
  - 1. An outline of the activities to be completed.
  - 2. What the sabbatical study or teaching abroad experience 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 or teaching abroad experience 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. Teaching abroad requests should be made as soon as possible (no less than one full quarter in advance) give the timeline of partner organizations.

#### **707.6 Teaching Abroad & Sabbatical Leave Committee**

The Teaching Abroad & 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 Teaching Abroad & 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 707.7.

#### **707.7 Application Review Process**

##### **A. Review**

Teaching Abroad & Sabbatical Committee members will be notified of the pending application(s) in a timely manner and a committee meeting will be convened as promptly as

possible. After electing a chair as outlined in 707.6, 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 as promptly as possible, ranking all applications properly submitted and meeting the criteria as outlined in this agreement. The ranking will indicate the Committee's priority as to the granting of leaves and shall follow the guidelines established in 707.7.C. The written recommendation will be forwarded by the committee chair to the vice president for instruction and all teaching abroad and sabbatical applicants. The vice president for instruction will review the committee's recommendation and prepare their written recommendation. A copy of the vice president for instruction's recommendation will be sent to each teaching abroad and 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).
  - d. Will provide the faculty member a meaningful opportunity to grow in alignment with institutional Diversity, Equity, and Inclusion initiatives.
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.
  - f. Will represent the Lower Columbia College community positively outside of our immediate geographic area.
3. Previous sabbaticals and teaching abroad opportunities (20% weighting). The Committee will factor into their ranking whether or not an applicant has had a previous sabbatical or led teaching abroad programs. In general, the Committee will apply the principle that, within a group of applicants, the applicant with the least number of previous sabbaticals and teaching abroad opportunities should be given preference. 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 or teaching abroad opportunity 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 or teaching abroad for any given quarter.
- 2. When ranking sabbatical and teaching abroad 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 future consideration. If accepted, such a continuance shall result in the application having priority over other applications submitted for the next round of sabbatical funding.

#### **E. Appeal**

Faculty members may appeal the initial recommendation of the Teaching Abroad & Sabbatical Committee or the vice president of instruction within 30 contract days

from the College president's final decision. 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 and make a recommendation to the College president regarding the appeal within 15 contract days of receiving an appeal. A copy of the recommendation will be provided to the applicant. Appeals of the vice president of instruction's initial recommendations or recommendations following appeal will go to the president, who will consider the appeal before making a final decision no later than 15 contract days from the receipt of the appeal or appeal recommendation. Applicants have the right to discuss their written appeals in person with the vice president of instruction before recommendations are submitted to the College president, and/or with the College president before a final decision is made. If desired, the applicant may have LCCFAHE representation at in-person discussion meetings.

### **707.8 Compensation for Sabbatical Leave**

In order to provide maximum flexibility to academic employees when structuring sabbatical leave requests, and to provide the District with assurances that will encourage the provision of funds for sabbaticals, employees may request sabbaticals with up to 90% compensation of base salary, without compensation, or with partial compensation subject to the following provisions:

- A. If an academic employee receives outside compensation while on sabbatical, the District will deduct the amount of the compensation from the amount of compensation requested from the College.
- B. 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.
- C. 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.B.

## **707.9 Other Responsibilities and Requirements for Sabbatical Leave**

- A. An academic employee granted a leave will sign an agreement:
  - 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 or accrual of seniority.
  - 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 of disability, death, or a reduction in force causing the elimination or reduction of the recipient's position 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 this Agreement shall be administered separately from the Faculty Development Policy; however, academic employees may request funds from the Faculty Development Committee to support the total compensation requested for a sabbatical. The decision to grant or deny such funding is at the discretion of the Faculty Development Committee and is subject to its bylaws and guidelines. Any funding granted will be included as a part of the compensation requested.
- 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 Lower Columbia College's shared 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.

## **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 and may include:

- A. Teaching, advising, and/or counseling skills or skills as a librarian;
- B. Interacting with students in advising, instructional, non-instructional, and/or extra-curricular activities;
- C. Articulating current knowledge in their subject/discipline area;
- D. Maintaining/developing curriculum and programs;
- E. Performing assessment activities;
- F. Communicating and 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;
- K. Fulfilling college service as outlined in Article 601.6;
- L. Demonstrating an effort to incorporate DEI (Diversity, Equity, and Inclusion) materials in course curriculum, as well as strategies within the classroom.

## **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 their 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 their 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 eLearning staff will place electronic district evaluation forms into the appropriate courses within the learning management system. 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 stored in a secure location 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 supervising administrator 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 supervising administrator 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 administrator.

## **805 ADMINISTRATIVE OBSERVATIONS**

During the triennial conference cycle of tenured faculty, the supervising administrator will visit a minimum of one class for the purpose of observation and evaluation using a mutually agreed upon observation tool. For tenured faculty teaching only online, the supervising administrator and the faculty member will agree to a mutual time for the one hour observation of the course. With advance notice, the supervising administrator may visit more than one class. Whenever possible, the purpose of the additional observation will be shared prior to the observation. Evaluative information gathered from the classroom observation will be shared with the tenured faculty prior to the day of their triennial conference. Information not shared prior, may be included in the triennial conference discussion with the mutual consent of both the tenured faculty and the supervising administrator.

## **806 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.

## **807 SELF EVALUATION**

In preparation for any formal evaluation conference scheduled as a result of Article 806, 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.

## **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 TRIENNIAL EVALUATION MEETING**

### **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 807 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 and provide guidance for the academic employee in maintaining and/or improving their 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 courses shall submit, to their supervising administrator, a concise written proposal outlining their plans for the next three years. This plan will improve and/or maintain teaching effectiveness. The academic employee is responsible for carrying out their 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 their 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 WAC 131-16-092 through WAC 131-16-094.

- 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. Goals and objectives that align with the 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 and/or the progress to date.
- 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 shall serve as the teaching effectiveness plan as outlined in 810.1. 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 their 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 supervising administrator 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 ADJUNCT SALARIES**

###### **A. Step Placement**

- 1. All adjuncts are compensated at the Adjunct rate established below for various teaching situations.
- 2. For library reference and student counseling assignments, adjuncts will receive one (1) credit equivalent for every 22 hours of work.

###### **B. Pay Rates**

**Regular College Courses (including pre-college and college level, and basic skills (ABE/ESL/HSC/CE) excluding field-based experience).**

###### **Lecture (Theory, 11 contact hours per credit) Instruction Rates**

Adjunct Rate	\$74.01 per contact hour (\$814.11 per credit)
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###### **Lab (Guided Practice, 22 contact hours per credit) Instruction Rates**

Adjunct Rate	\$55.11 per contact hour (\$1,212.42 per credit)
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###### **Field-based Experience Instruction Rates (min. 33 student field hours per credit)**

Adjunct Rate \$40.03 per hour (\$1,320.99 per credit)

**C. Future Pay Increases**

Any cost of living (COLA) adjustments or other special funding for adjuncts authorized by the Legislature of the State of Washington during the period of this contract will be applied as negotiated between the District and the LCCFAHE. Such negotiations shall normally take place during meetings for the distribution of funds as outlined in Article 502.

**1. Nurse Educator (WEIA)**

- a. So long as the legislature funds WEIA appropriations for nurse educator salary increases, all nursing Faculty shall receive retention stipends in the amount equal to 26.5% of their base salary minus any Cost-of-Living- Allowance (COLA) percentage awarded by the legislature.

**D. Determination of Compensation**

For all regular, Basic Skills, and field-based experience courses, the course session lecture (theory), lab (guided practice), and field-based experience (LCC practicum) contact hour type and value as defined by the LCC Master Course Plan File and established for a specific class section shall be used for the purpose of computing adjunct compensation.

**E. Exceptions to Article 901 (A) through (D) and compensation for special assignments shall be as follows:**

1. Adjunct librarians will be compensated for reference Librarian assignments at the Regular Course lab rates. Adjunct faculty teaching library or research-related credit courses will be paid according to rates established for Regular college courses.
2. Adjunct Counselors will be compensated for student Counseling services at the regular course lab rate. Adjunct faculty teaching courses related to Human Development or other similar personal development coursework will be paid according to rates established for Regular College Courses.
3. Compensation for academic employees teaching special apprenticeship courses will be at rates according to SBCTC guidelines for contracted apprenticeship courses.
4. Cooperative education instructor coordinators shall be compensated at \$80.00 per student per quarter, except CDS instructor coordinators, who will be compensated at a rate of \$150.00 per student per quarter due to extra required duties.
5. Nursing clinical assignments will be paid at the regular course lab rate plus \$350.00 per clinical assignment for required clinical responsibilities. This additional compensation will be prorated if the course is split between instructors.

6. Adjunct faculty who substitute for other faculty as approved by the appropriate supervising administrator will be paid per hour at the appropriate lab or lecture rate for the course in which they are substituting.
7. The professional partner coordinator shall be compensated at the rate of \$500.00 per quarter.
8. Upon completion of duties, professional partners shall be paid at the rate of \$200.00 per quarter per adjunct faculty member assigned.
9. Academic employees who teach independent study shall be compensated at the quarterly rate of \$65.00 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.
10. Adjunct academic employees advising students will be compensated \$20 per individual advisee
11. In order to receive curriculum development compensation, new online courses will be subject to the District's quality standards review process.
12. Any compensation for special assignments not listed in 901 (F) shall be negotiated between the appropriate supervising administrator and the faculty member involved, subject to the approval of the vice president of instruction.
13. Through mutual agreement between the supervising administrator and the program department chair, the chair will be compensated for department chair duties at the regular course lab-rate during non-contract days.

## **902 ADJUNCT LEAVE**

The use of leave shall comply with the Ethics of Public Service Act (RCW 42.52). Adjunct Faculty shall notify their supervising administrator when they find it necessary to be absent consistent with District procedure.

### **902.1 Sick Leave**

#### **A. Sick Leave Accrual**

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. Adjunct faculty sick leave will accumulate from quarter to quarter.

The College will maintain an individual's sick leave balance for three years following active employment. Active employment for purposes of sick leave accrual for adjunct faculty is teaching at least one class every academic year.

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.

**B. Sick Leave Use**

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 WAC 296-130. Sick leave will only be taken during the duration of a current adjunct contract.

**C. Sick Leave Transferability**

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.

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

**D. Sick Leave Buy-Back**

1. 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.

2. Adjunct faculty, at the time of separation from state service if eligible for retirement or disability retirement based upon their retirement plan, 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.

#### **902.2 Shared Leave**

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

#### **902.3 Family and Medical Leave**

Leave shall be granted in accordance with the Family and Medical Leave Act (FMLA) and any amendments thereto and the Washington Family and Medical Leave Program (RCW 50A.04). For purposes of establishing eligibility under the Family and Medical Leave Act, adjunct faculty are required to work at least fifty percent of a full load for at least three of the previous four consecutive quarters with Lower Columbia College. For purposes of establishing eligibility under the Washington Family and Medical Leave Program, the percentage of full-time workload will be used to determine eligibility (RCW 28B.50.489).

#### **902.4 Jury Duty**

Adjunct faculty shall be granted leave of absence with pay 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.

#### **902.5 Personal Leave**

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. The faculty member using the leave is responsible for making adequate arrangements for covering the course material for a given leave day. This article does not affect the terms of the adjunct's employment appointment.

### **903 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.

## **904 EVALUATION OF ADJUNCT FACULTY**

### **904.1 Purpose**

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

### **904.2 Applicability**

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

### **904.3 Process**

The initial evaluation process for adjunct academic employees shall consist of the professional partner program and student evaluation process outlined in Articles 313, 905 and 803. After the completion of the professional partner program, the evaluation process

shall consist of the student evaluation process in Article 905 and, where applicable, conferences as outlined in Article 906. 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.

#### **904.4 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.

### **905 STUDENT EVALUATIONS FOR ADJUNCT ACADEMIC EMPLOYEES**

#### **905.1 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.

#### **905.2 Student Evaluation Forms**

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

#### **905.3 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 their 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.

## **906 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 executive 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.
- D. Computation of Time: Days are contract days, and will be counted excluding the first day and including the last day of timelines. Documents filed after 5pm on a contract day, will be considered received on the next contract day.
  - 1. The statement of grievance shall name the grievant involved;
  - 2. Shall state the date of the occurrence giving rise to the grievance;
  - 3. Shall state the facts giving rise to the grievance;
  - 4. Shall identify by appropriate reference all the provisions of this Agreement alleged to be violated.
  - 5. Shall state the contention of the grievant with respect to these provisions;
  - 6. Shall indicate the relief requested, and;
  - 7. Shall be signed by the grievant involved.
- E. Disciplinary action may be grieved, subject to the provisions of 306.2.E.

## **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. 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 1003.4 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 they have exceeded their 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, 2023 and shall remain in effect until June 30, 2026.

### 1202 REOPENING

The LCCFAHE may re-open Articles 500 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, 2026.

Signed this 16 day of June, 2023 at Longview, Washington.

FOR THE DISTRICT:

Kendra Sprague  
Kristen Finnel

FOR THE LCCFAHE:

Alex Brehm  
LCCFAHE President  
Mark P. Githen  
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## SECTION V: APPENDICIES

### APPENDIX A: PROFESSIONAL DEVELOPMENT UNITS

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.

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

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 - 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 preapproved. 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. 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.
  4. Faculty shall not receive PDUs for activities considered part of their regular workload, including activities for which faculty receive release time or activities in accordance with Article 601.6 College Obligation.
- E. Approval – PDUs will be evaluated and approved by the appropriate vice president or dean. If a PDU application is not approved or is altered, the Office of Instruction will notify the applicant by email or in writing including reasons for alteration.
- 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 of 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	MAX. PER YEAR
Craft Performance	10
Conferences, Workshops, Seminars, Compliance Trainings, and Continuing Education Units (CEUs)	20
Community/College Service	3
Graduate Academic Credit	15
Undergraduate Academic Credit	10
Research and Development	10

- 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 must be identified in the individual's teaching effectiveness plan. 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:
- $$1 \text{ quarter credit} = 1 \text{ PDU}$$
- $$1 \text{ semester credit} = 1.5 \text{ PDUs}$$
- 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:

$$(20 \text{ hours}) = 1 \text{ PDU}$$

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.

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.
- C. Conference, workshops, seminars, compliance training, and Continuing Education Units (CEUs) - Participation in conferences, workshops, compliance trainings 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, Compliance Trainings, 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. Examples may include:

- Travel as a part of curriculum development
- Reading scholarly articles or books
- Publishing papers in journals
- Reviewing articles/textbooks prior to publication
- Presenting at professional conferences/workshops
- Book publication

Activity must be scholarly, 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:

40 hours = 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 Service - Participation in service to the community, such as volunteer community work or professional leadership in the community as a member of a board or task force. Community service activities must be clearly related to the individual's teaching effectiveness plan. A log of hours will be accepted as documentation of community service activities. Community service activities will be converted according to the following:

20 hours = 1 PDU

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	2023-2024 Salary Base
1	\$70,199
2	\$71,370
3	\$72,541
4	\$73,712
5	\$74,883
6	\$76,054
7	\$77,225
8	\$78,396
9	\$79,567
10	\$80,738
11	\$81,909
12	\$83,080
13	\$84,251
14	\$85,422
15	\$86,593
16	\$87,764
17	\$88,935
18	\$90,106
19	\$91,277
20	\$92,448

## **APPENDIX C: INSTRUCTIONAL UNITS**

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/OLTM
10. Chemistry/Chemical Engineering
11. Communication Studies
12. Computer Science
13. Counseling
14. Criminal Justice
15. Diesel/Heavy Equipment  
Technology
16. Drama
17. Early Childhood Education
18. Earth Sciences
19. Economics
20. Engineering
21. Engineering Technician
22. English
23. English as a Second Language
24. Environmental Sciences
25. Health
26. History
27. Humanities
28. Information Technology
29. Library Sciences
30. Machine Trades
31. Manufacturing
32. Mathematics
33. Medical Assisting
34. Music
35. Nursing
36. Philosophy
37. Physical Education
38. Physics
39. Political Science
40. Pre-College English
41. Pre-College Mathematics
42. Psychology
43. Sociology
44. Spanish
45. Substance Use Disorder Studies
46. Teacher Education
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 complete the following:		Instructor initials/date	Professional Partner initials/date
<b>CAMPUS POLICY</b>	Understands the purpose of the Professional Partner Program		
	Understands where to find the Faculty Handbook and Faculty Contract on the LCC website		
	Met with the division dean and reviewed new faculty onboarding checklist		
	Met with the department chair and other members of the department		
	Received an official Course Plan(s)		
	Received a sample course syllabus		
	Received access to course materials		
<b>CAMPUS INFORMATION</b>	Received an employee ID card (if applicable)		
	Received an LCC Email address which is used as the primary method of email		

	Understands the campus mail system and email system		
	Understands how to use the campus telephone system		
	Understands how to access and use Google Drive		
	Knows where to find LCC forms		
	Knows the location of copy machines and how to copy, scan, and send		
	Understands how to copy instructional materials		
	Understands how to receive instructor copies of textbooks from publishers		
	Understands how to order textbooks through the LCC Bookstore		
	Understands how to procure office supplies from the LCC Bookstore		
	Knows whom to call if unable to conduct a course session		
	Knows when and how to report a sick day, personal day, or other types of leave		

<b>Once the term is underway, the new instructor will continue to work with their professional partner to ensure they:</b>		<b>Instructor initials/date</b>	<b>Professional Partner initials/date</b>
<b>I N S T R U C T O R</b>	Understand how to add / drop students, and how to release instructor permissions		
	Understand how to develop a lesson plan		
	Created a lesson plan for-professional partner review		
	Taught a course session in the presence of their Professional Partner		
	Reviewed course visitation appraisal with the Professional Partner; signs form		
	Understand the process of Student Evaluation of instruction		

O N A L I S S U E S	Participated in the student evaluations process for all courses taught		
	Understand how to access and use ctcLink, EAB Navigate, and Canvas		
	Understand test proctoring services for face-to-face and DE students		
	Understand services available to students in the Learning Commons		
	Understand how to submit grades through ctcLink		
	Understand how to review, sign, and submit faculty contracts through ctcLink		

- An online version of this form is available on the forms page of the LCC website

## 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.

Qualification	Steps Awarded
Bachelor's Degree or Journeyman, Less than Bachelors/Journeyman and up to 6 yrs. experience.	1
Master's Degree, Bachelor's + 90 credit, Bachelor's + 4 yrs. Journeyman + 4 yrs.	2
Master's + 2 yrs., Master's + 45 credits, Bachelor's + 135 credits, Bachelor's + 6 yrs., Journeyman + 6 yrs.	3
Master's + 90 credits	4
Doctorate Degree	5
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 supervising administrator, the probationer will review the following:	Date
The duties and responsibilities of faculty	
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	
Instructional Assessment Committee	

### Proposed Activity Schedule for Quarterly Probationary Review Committee Meetings: \*

1 <sup>st</sup> Quarter Meeting	2 <sup>nd</sup> Quarter Meeting	3 <sup>rd</sup> Quarter Meeting
a) Probationer prepares a written draft of Goals and Objectives for committee review and feedback b) Class Observation Appraisal by a committee member c) Student Appraisals of Instruction	a) Probationer prepares a final proposal of Goals and Objectives for approval by committee and submission to the VPI. b) Class Observation Appraisal by a committee member c) Student Appraisals of Instruction d) Peer Review e) Committee makes recommendation regarding continued appointment	a) Class Observation Appraisal b) Student Appraisals of Instruction c) Probationer provides written response to the year's classroom, student, and peer evaluations d) Probationer provides written report of progress made towards approved goals and objectives
4 <sup>th</sup> Quarter Meeting	5 <sup>th</sup> Quarter Meeting	6 <sup>th</sup> Quarter Meeting

<ul style="list-style-type: none"> <li>a) Class Observation Appraisal</li> <li>b) Student Appraisals of Instruction</li> </ul>	<ul style="list-style-type: none"> <li>a) Class Observation Appraisal</li> <li>b) Student Appraisals of Instruction</li> <li>c) Peer Review</li> <li>d) Committee makes recommendation regarding continued appointment</li> </ul>	<ul style="list-style-type: none"> <li>a) Class Observation Appraisal</li> <li>b) Student Appraisals of Instruction</li> <li>c) Probationer provides written response to the year's classroom, student, and peer evaluations</li> <li>d) Probationer provides written report of progress made toward goals and objectives</li> </ul>
7 <sup>th</sup> Quarter Meeting	8 <sup>th</sup> Quarter Meeting	9 <sup>th</sup> Quarter
<ul style="list-style-type: none"> <li>a) Class Observation Appraisal</li> <li>b) Student Appraisals of Instruction</li> <li>c) Peer Review</li> </ul>	<ul style="list-style-type: none"> <li>a) Class Observation Appraisal</li> <li>b) Student Appraisals of Instruction</li> <li>c) Probationer provides written response to the year's classroom, student, and peer evaluations</li> <li>d) Probationer provides written report of progress made toward goals and objectives</li> <li>e) Committee makes recommendation regarding tenure</li> </ul>	<ul style="list-style-type: none"> <li>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 triennial evaluation</li> </ul>

**\*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.

The first three questions are included in faculty peer evaluations. Up to three additional questions may be developed and added by mutual agreement between the faculty and supervising administrator.

For tenured faculty, peer evaluators will be identified by the supervising administrator after consultation with the faculty (see Article 804.1). Evaluators will include at a minimum, all members of the faculty's assigned department and additional participants selected should be people who have or should have interaction with the faculty. 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'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.

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's peer group, appropriate steps should be taken to disassociate the evaluator's identity from the evaluation form.

## **LCC Faculty Peer Evaluation Form**

**Faculty:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Academic Quarter and Year:** \_\_\_\_\_

**Return to the Office of Instruction by:** \_\_\_\_\_

1. Please provide constructive feedback for the faculty listed above, and return it to the Office of Instruction as per the attached instructions.
2. In what ways have you had the opportunity to interact with the faculty? (Committees, co-teaching, project work, informally, etc.)
3. What have you found to be positive qualities exhibited by this faculty during the performance of job duties?
4. What suggestions do you have regarding improvements that would help the faculty perform more effectively?

### **Supplemental Questions**

**APPENDIX H: TEACHING EFFECTIVENESS PLAN/WORK PLAN:  
PROBATIONARY FACULTY GOALS AND OBJECTIVES**

Probationary Faculty: \_\_\_\_\_ Dept.: \_\_\_\_\_

<b>Goal:</b> <b>Objectives</b> (items to complete to achieve goal): 1. 2. 3.	
<b>Progress</b> (status report) 1. 2. 3.	<b>Quarter/Year:</b> _____
<b>Progress</b> (status report) 1. 2. 3.	<b>Quarter/Year:</b> _____
<b>Progress</b> (status report) 1. 2. 3.	<b>Quarter/Year:</b> _____

<b>Goal:</b> <b>Objectives</b> (items to complete to achieve goal): 1. 2. 3.	
<b>Progress</b> (status report) 1. 2. 3.	<b>Quarter/Year:</b> _____
<b>Progress</b> (status report) 1. 2. 3.	<b>Quarter/Year:</b> _____
<b>Progress</b> (status report) 1. 2. 3.	<b>Quarter/Year:</b> _____

**MEMORANDUM of UNDERSTANDING  
BETWEEN  
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AND  
LOWER COLUMBIA COLLEGE FACULTY ASSOCIATION OF HIGHER  
EDUCATION (LCCFAHE)**

**The parties agree to:**

- **The Full-time Faculty in the ECED and BAS-TE programs will track and report their practicum/field experience time during the 23-24 academic term.**
- **The contract maintenance team will meet towards the end of Spring Quarter 2024 to review the data and mutually agree if the revisions to 601.3 shall remain in place.**
- **The revisions to Section 601.3 “Primary Workload – Teaching” effective July 1, 2023 through June 30, 2024:**

**601.3 Primary Workload – Teaching**

Full-time academic employees whose primary workload is teaching, includes teaching courses through approved instructional modalities as defined in Article 411.1, direct instructional contact with students, student consultation hours (office hours), advising, assessment, and time for preparation and grading.

- A. Direct Instructional Credits and Contact Hours: Each academic employee is assigned an equitable instructional workload comparable to all academic employees' loads in time and effort. Assignments shall normally be 45 credits per academic year (15 credits per quarter for 3 quarters on average), generating 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. Deviations from the annual or quarterly workload will be determined by the supervising administrator and the academic employee through mutual agreement. These normally assigned hours shall not include assignment of overloads. Direct instructional contact hours refers to the scheduled time for courses in all modalities, seminars, and other activities as documented in course plans, syllabi, and related documents.
- B. Student Consultation Hours: Full-time academic employees whose primary assignment is teaching will schedule five (5) hours per week outside of instructional contact hours to be available for student consultation. All other full-time academic employees and the appropriate supervising administrator will mutually agree as to the number of student consultation hours per week. These hours, including time, location, email, and telephone number (if available), will be given to the Office of Instruction for publication prior to the start of classes each academic quarter.
- C. Advising: Faculty are expected to use LCC's current advising tools/methods and collaborate with staff advisors to support students in planning their educational

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and career goals, aid students in addressing challenges to effectively meet and/or refine goals, and support students in preparing to transition beyond LCC.

Faculty will advise up to 30 students, and to the extent possible, be assigned students by program major/intent. However, this may vary based on other workload considerations. No more than 30 students will be assigned without the permission of the academic employee and the supervising administrator. Additional advisees assigned will be considered an overload assignment and be compensated as established in Article 900, unless used as described in Article 601.6 towards an employee's service obligation.

- D. Assessment: In addition to course 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 instructional workload.
- E. Workload Exceptions: The normal full-time teaching load at Lower Columbia College is 15 credits/credit equivalents per quarter with the following exceptions:

a. ~~ECED/BAS-TE (For faculty teaching more than fifty percent practicum courses) 12 \*Implementation of the 50% formula and language may be modified through contract maintenance by mutual agreement.~~

a. NURS 12

Signed this 21st day of June, 2023 at Longview, Washington.

FOR THE DISTRICT:

*Kendra Sprague*

Signature: Kendra Sprague

*Kristen Fimmel*

Signature: Kristen Fimmel

FOR THE LCCFAHE:

*Mark Gaither*

Signature: Mark Gaither

*Alex Brehm*

Signature: Alex Brehm

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**The parties agree to modify Appendix A with the addition of section 1.C. below that was mistakenly omitted:**

**APPENDIX A: PROFESSIONAL DEVELOPMENT UNITS**

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.

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

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 - 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.

Documentation - Documentation shall include the following:

1. If pre-approval is required, indication that a proposed activity was preapproved. 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.

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.

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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. 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.
  4. Faculty shall not receive PDUs for activities considered part of their regular workload, including activities for which faculty receive release time or activities in accordance with Article 601.6 College Obligation.
- E. Approval – PDUs will be evaluated and approved by the appropriate vice president or dean. If a PDU application is not approved or is altered, the Office of Instruction will notify the applicant by email or in writing including reasons for alteration.
- 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 of 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



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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:

Signed this 5 day of July, 2023 at Longview, Washington.

**FOR THE DISTRICT:**

Kendra Sprague  
Signature: Kendra Sprague

Dr. Kristen Finnel  
Signature: Kristen Finnel

**FOR THE LCCFAHE:**

Mark P. Gaither 6/30/23  
Signature: Mark Gaither

Alex Brehm 7/05/2023  
Signature: Alex Brehm

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The parties agree to modify Article 411.1 as follows:

**411.1 eLearning Courses**

At LCC, online or distance education courses are referred to as eLearning courses. These courses use an online learning management system to provide instruction through in-person- web enhanced, hybrid, online, and ~~hyflex~~ flexible modalities. Students should demonstrate equivalent learning outcomes regardless of instructional modality. The same responsibilities and standards that apply to face-to-face course instruction also apply to all modalities of eLearning.

A. eLearning modalities are defined as:

1. In-Person-Web Enhanced (formally Enhanced) – Students and instructors meet together in a classroom and on a regular schedule. No classroom time is replaced by online instruction, but some level of participation in the learning management system, as determined by the instructor, will be required of the student.

2. Hybrid – Hybrid courses combine face-to-face classroom time with online instruction. Students in a hybrid class come to campus at scheduled times and meet face-to-face with instructors and students. Some classroom time is replaced by online instruction.

3. Online – ~~Online courses consist entirely of online elements with no face-to-face component.~~

**Online Scheduled:** An online class where instruction takes place synchronously (virtual meetings held at specific days and times noted in the class schedule) using internet/web-based tools.

**Online Asynchronous:** A class in which ALL required instruction occurs online asynchronously (without a set time to attend but within a specified time frame) using web-based tools.

~~All instruction and course interaction takes place online. a) If an instructor requires a proctored exam, an online option, or a face-to-face option local to the student (such as a college proctoring center) must be made available by the instructor. b) Distance Education (DE) courses do not require student to interact with each other, the faculty, and the content at specific times. c) Virtual Courses (VC) require students to interact with each other, the faculty, and content at specific times.~~

4. Flexible- (formally Hyflex)- Hyflex courses allow the student to choose to attend in-person and/or virtually. These courses simultaneously combine in-person and online modalities. These courses can meet synchronously and asynchronously and offer students greater flexibility to meet attendance requirements. A class in which the student can choose to attend face-to-face or take the class using a mix of online scheduled or online asynchronous. Students may switch between modes throughout the term.

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B. Before developing and/or facilitating an in-person- web enhanced, hybrid, online, or flexible enhanced, hybrid, online, or hyflex course for the first time an instructor must complete an online course development training approved by the vice president of instruction. Evidence of prior training and experience in online instruction may be reviewed and considered for substitution by the director of eLearning and dean. New online courses will be developed in accordance with Article 508.3 and 901.F.

C. Faculty members agree to utilize the College's officially supported learning management systems when teaching in-person- web enhanced, hybrid, online, and flexible enhanced, hybrid, online, or hyflex courses.

1. In accordance with Article 405.2, the faculty may utilize third-party instructional materials that rely on interactive software or other technology.
2. An alternative or supplemental learning management system 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:
  - a The faculty member shall provide eLearning full-time staff the information necessary to access the course.
  - b The agreement will explicitly state how and by whom the students and instructor will be provided with technical support.
  - c The alternative or supplemental learning management system will be noted in the class schedule and in the class syllabus.

Signed this 13th day of March, 2024 at Longview, Washington.

FOR THE DISTRICT:

*Kendra Sprague*

Signature: Kendra Sprague

*Kristen Fimmel*

Signature: Kristen Fimmel

FOR THE LCCFAHE:

*Lucas Myers*

Signature: Lucas Myers

*W. Brad Benjamin*

Signature: Brad Benjamin

3/11/24