

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CASCADIA COMMUNITY COLLEGE BOARD OF TRUSTEES, DISTRICT 30

AND

CASCADIA COMMUNITY COLLEGE

FEDERATION OF TEACHERS, LOCAL 6191

Effective July 1, 2009 – June 30, 2012

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PREAMBLE

This living document is made and entered into by and between the Board of Trustees of Community College District 30, hereinafter referred to as the, Employer, or College, and Cascadia Community College Federation of Teachers (CCCFT) Local 6191, hereinafter referred to as the CCCFT or the Federation.

As a community of lifelong learners at Cascadia Community College, we seek to establish a strong foundation built on our vision, mission and core values to further student success and learning. We are committed to a spirit of cooperation and are resolved to mutually combine our efforts to accomplish these ends.

This Preamble is our joint statement of commitment, and it is understood that it is not subject to the Grievance procedures.

ARTICLE 1: DEFINITIONS

1.01 Academic Year

Fall, Winter, and Spring quarters as defined in the College instructional calendar and shall exclude Summer quarter unless otherwise noted within the respective Article of this Agreement.

1.02 Cohort

A group of newly hired tenure-track faculty who are assigned to the same Tenure Review Committee, as defined in Article 10.04 of this Agreement.

1.03 College

All educational facilities and/or academic locations of that college within the State of Washington.

1.04 Day

Calendar days unless otherwise stated.

1.05 Employer

The Board of Trustees of Cascadia Community College or its legally delegated representative.

1.06 Faculty, Associate

Faculty employed on a quarter-to-quarter basis.

1.07 Faculty, Candidate

Full-time tenure track faculty prior to being appointed to tenure status by the Board of Trustees.

1.08 Faculty, Full-time

Faculty employed up to one hundred percent (100%) of a full-time workload for the duration of the academic year.

1.09 Faculty, Temporary

A non-tenure track, full-time faculty employed for a designated period of time not to exceed one (1) academic year with no expectation of continued employment.

1.10 Faculty, Tenured

Full-time faculty who have been appointed to tenure status by the Board of Trustees.

1.11 Learner-centered Instruction

An outcomes-based learning model that includes a focus on actively engaging the student(s) in critical thinking, communication, and demonstration of learning outcomes.

1.12 Professional Conduct

Behavior consistent with the role of an education professional that includes communicating and interacting with colleagues and students in a productive, collaborative manner when working to resolve conflicts in a meaningful and respectful way.

ARTICLE 2: BOARD RECOGNITION

2.01 Exclusive Recognition

The College hereby recognizes the Cascadia Community College Federation of Teachers as the exclusive representative for all Cascadia Community College academic employees as defined in RCW 28B.52. Excluded from such recognition are all other employees.

ARTICLE 3: BARGAINING PROCEDURES & CONTRACT MAINTENANCE

The parties agree to enter into bargaining in accordance with RCW 28B.52 consistent with the terms of this Agreement. Any agreement so bargained shall be reduced to writing and shall be presented to the Board and the CCCFT for their ratification.

3.01 Bargaining Team Representative

Each party shall designate a representative who shall serve as the official contact for his/her respective bargaining team.

3.02 Meetings

3.02.01 Scheduling

The representative of either party may request a meeting of the two (2) teams subject to the mutual convenience of both sides. As part of the meeting request process, the requesting party will usually notify the other party in writing of the items to be discussed. A minimum of five (5) work days notice will generally be given by the initiating party.

3.02.02 Bargaining Team Composition

As soon as practical prior to the commencement of bargaining, each party shall submit to the other a complete list of their respective bargaining team members and official designated representative. This does not waive the rights of either party to change members of their teams.

3.02.03 Notification of Additional Attendees

Attendance of persons outside of the officially designated bargaining teams or persons outside of the bargaining unit shall not attend negotiations meetings unless the other party is notified in writing at least five (5) work days prior to the meeting.

3.02.04 Meeting Location

Meetings will be held at a location that is mutually satisfactory.

3.02.05 Meeting Protocol

At the commencement of bargaining, the parties will confer and make good faith efforts to agree on methodologies, ground rules, and timelines that will be observed, as well as contract issues and interests if known.

3.02.06 Caucuses

Either party may declare a caucus at any time for their team to discuss matters related to the meeting. Both parties are encouraged to keep caucuses brief.

3.02.07 Termination of Meetings

Either designated representative or designee may terminate any meeting at any time.

3.02.08 Cancellation of Meetings

If it becomes necessary to cancel a scheduled meeting, notification shall be made as soon as possible. The designated representative or designee shall be responsible for notifying their respective teams. Cancellation of meetings should be kept to a minimum.

3.03 Transmittal of Documents

Unless otherwise agreed to, only the designated representatives shall transmit inter-team documents. This shall be done either in a formal meeting or per mutual agreement. Members of both teams will receive a copy of all documents.

3.04 Impasse - Mediation

In the event that an agreement cannot be reached, either party may ask for mediation and/or fact finding as provided by RCW 28B.52.060.

3.05 Bargaining Notification

Negotiations for a subsequent agreement shall commence within six (6) months prior to the expiration of this Agreement, upon the request of either party.

3.06 Negotiations During the Contract Term

Articles in this Agreement relating to benefits or salaries may be opened for bargaining at any time in the event the Legislature of the State of Washington provides funds for such purposes not already contemplated by this Agreement.

Articles and Appendixes of this agreement may be reopened upon mutual consent of the CCCFT and the College or as otherwise specified herein.

3.07 Joint Contract Administration Committee

Both parties agree that its representatives shall meet on a mutually agreed upon date, place, and time once per month for the purpose of reviewing implementation of this Agreement and attempting to collaboratively resolve problems that may arise. The meetings are not intended to bypass the grievance procedure and shall not be intended to renegotiate the provisions of this Agreement. It is agreed that neither party shall have more than (3) three representatives at such meetings. Neither party shall have control over the selection of the representation of the other party.

ARTICLE 4: RIGHTS OF MANAGEMENT

The management of the College and the assignment of employees covered by this Agreement are vested exclusively with the Employer, unless limited by a specific provision of this Agreement. If any matter is not specifically and expressly covered by the language of this Agreement, it will be administered by the Employer in accordance with such policies and procedures as the Employer may determine.

ARTICLE 5: CCCFT RIGHTS

5.01 Recognition of Rights and Functions of the CCCFT

5.01.01 Rights of Faculty in the CCCFT

Every faculty member shall have the right to freely organize, join, and support the CCCFT for the purpose of engaging in collective bargaining and other lawful activities. The College will not discriminate against any faculty member with respect to hours, wages, or terms or conditions of employment by reason of her/his membership in the CCCFT, her/his participation in any protected activities of the CCCFT or collective negotiations with the College, or any grievance, complaint, or proceeding under this Agreement.

5.01.02 CCCFT Representative to the Board of Trustees

An officially designated CCCFT representative or agent may attend and will have a space at the table at all regularly scheduled open business meetings of the College's Board of Trustees; may enter appropriate matters on the agenda in accordance with the Board's established policies and may submit a CCCFT report to be included in the packet of meeting materials sent to the Board. The Board's Secretary shall transmit to the CCCFT President a copy of the official agenda, non-confidential background information, and minutes relating to all such meetings at the same time this material is transmitted to the Board. Nothing in this section shall preclude the College from holding executive sessions in a manner consistent with the Open Public Meeting Act.

5.02 Copies of Agreement

The College agrees to make the Agreement available on the college's website.

The College agrees to provide the CCCFT with a final ratified printed copy of this Agreement and to make a hard copy available in the Campus Library.

5.03 Reassigned Time

5.03.01 CCCFT President

In recognition of the responsibility of the CCCFT President regarding representation of the bargaining unit, negotiation, and administration of the collective bargaining agreement, the College shall grant the CCCFT President a one-third (.333) reduction in teaching load for two (2) quarters each academic year, excluding summer, during the first two (2) years of the contract. During the last year of the contract, the District shall grant the CCCFT President a one-third (.333) reduction in teaching load for three (3) quarters .

5.03.02 CCCFT Members

Upon approval by the College and provided that a qualified replacement can be found, the CCCFT may purchase additional reassigned time for its members by reimbursing the College for actual replacement costs (including but not limited to salary, benefits, orientation, additional prep) at the rate established for Associate Faculty.

5.04 Access to College Facilities and Resources

5.04.01 General Guidelines for CCCFT Use of State Resources

In accordance with the Ethics in Public Service Act and state labor laws, the unreimbursed use by the CCCFT of state paid time, resources, equipment and facilities shall only be permitted for activities that are related to the negotiation and administration of this agreement.

Consistent with these principles, duly authorized representatives of the CCCFT shall be permitted to perform official CCCFT representative functions on institutional property at reasonable times provided there is no disruption to the normal operations of the College.

5.04.02 Meeting Rooms

The CCCFT shall have the right to reasonable use of campus meeting rooms for official CCCFT representative functions, provided that such usage does not interfere with the College's regular activities. No charge shall be made for the CCCFT's use of such facilities, provided no special arrangements or services are required to accommodate the CCCFT's request. CCCFT will follow the College's procedures when scheduling a meeting room.

5.04.03 Use of Equipment

The CCCFT shall have the right to use College general office and classroom equipment for official CCCFT representative functions when such equipment is not otherwise in use, provided the College incurs no additional cost for the use of such.

The College will provide the CCCFT with a copier account and with a mailbox to receive both internal and external mail. The CCCFT shall reimburse the college for the copying costs incurred on the copier account. Distribution of CCCFT internal mail or materials shall be conducted by the CCCFT.

5.04.04 Authorized Time

Provided there is no disruption to the normal operations of the College and no additional costs are incurred by the College, no faculty shall suffer loss of compensation when meeting with the administration regarding matters relating to such things as discipline, grievances, negotiations, or committees authorized by this Agreement. The appropriate Dean for Student Learning may require the faculty to find a different meeting time for such activities based on the interest of the College.

5.04.05 Communication

5.04.05.01 Posting of CCCFT Notices

The CCCFT shall have the right to use bulletin board space as provided by the College and located in a mutually agreed upon location. Postings on campus and on the bulletin board will comply with College posting procedures. The CCCFT shall have the exclusive right to post notices of activities and matters of Federation concern on their designated bulletin board and consistent with College procedures.

5.04.05.02 Communication via Campus Mail or Email

The CCCFT shall have the right to use the faculty mailboxes or email for communications to faculty members for official CCCFT purposes, provided that the material clearly indicates that the CCCFT is the distributor of the material and that the material is related to the representative function of the CCCFT.

5.04.05.03 Communication via Campus Phone

The CCCFT shall have the right to use the college's phone system for communications and will be provided a separate telephone access code to be used for union related activities. The CCCFT shall reimburse the College for the costs incurred in making long distance calls.

5.05 Information

Upon request, the College shall make available to the CCCFT information needed to assist the CCCFT in performing its representative functions, except as such information may be exempted or prohibited from disclosure under the Public Disclosure Act or other law. Information disclosed shall be in the same form as is available to the general public or for internal College use.

5.05.01 Financial Reports

Upon request, the College shall make available to the CCCFT all regular and routine public information regarding the financial condition of the College.

5.05.02 List of Cascadia Faculty Members

The College shall furnish the CCCFT with a roster of all faculty members within ten (10) days after the first appropriate payroll run each academic quarter. The roster shall include available home addresses and home phone numbers.

5.06 Union Security Provision

5.06.01 Payroll Deduction

Upon the first day of employment, all faculty, both full-time and associate, except those teaching only in Continuing Education, shall as a condition of continued employment become members of the CCCFT or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the CCCFT.

The College shall provide payroll deduction of CCCFT membership dues or representation fees for faculty members required to pay such dues or fees. All faculty members shall, concurrent with the submission of their employment contract, supply the College with a written authorization to deduct CCCFT membership dues or a representation fee from each paycheck. Authorizations in effect prior to the effective date of this Agreement shall be carried forward. Deductions shall be directly deposited each pay period (semi-monthly) to the CCCFT account at the financial institution stipulated by the CCCFT Treasurer.

5.06.02 Non-Association

If a faculty member asserts a right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such faculty is a member,

the College shall deduct an amount of money equivalent to the periodic dues uniformly required as a condition of acquiring and retaining membership in the CCCFT and remit the funds to the CCCFT. It shall then be the CCCFT's responsibility to forward the contribution to a charitable organization and to provide the employee with proof of same. The charity shall be agreed upon by the faculty member and the CCCFT in accordance with RCW 28B.52.045. If the faculty member and the CCCFT cannot reach agreement on the matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

5.06.03 Non-payment

Faculty members who refuse to pay the required membership dues or representation fee shall be terminated. The CCCFT shall notify in writing faculty who are subject to termination under this section, such termination shall be effective at the conclusion of the quarter following notification.

5.06.04 Indemnification

The Federation agrees to indemnify the College and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the College for the purpose of complying with the foregoing provisions of this section.

5.07 Conferences and Meetings

Provided there is no disruption to the normal operations of the College and no additional costs are incurred by the College, CCCFT representatives may attend legislative and State Board for Community and Technical Colleges' (SBCTC)

meetings on behalf of the College. The employee shall receive prior approval from the appropriate Dean for Student Learning to attend such meetings and shall suffer no loss in pay related to such participation.

Pursuant to the State of Washington's Ethics in Public Service Act, employees are not authorized to engage in lobbying activities during state compensated work time.

5.08 New Employee Orientation

The College will inform all faculty entering the bargaining unit of the CCCFT's exclusive recognition via the orientation provided by the Office of Human Resources. The College also agrees to provide each faculty entering the unit with an information packet provided by the CCCFT which describes its representation programs and includes a membership form. The CCCFT will provide information packets to the Office of Human Resources.

5.09 Notification of Change

Proposed changes related to wages, hours and other terms and conditions of employment shall be bargained. The CCCFT shall receive notification in the event there are new Board Policies proposed or changes in Board Policies that impact wages, hours or other terms and conditions of employment for employees covered by this agreement. The College shall provide the CCCFT a reasonable opportunity to communicate to the College President on behalf of the faculty regarding the Board Policy being considered before the change is formally

adopted. This section shall not be construed to diminish or alter the rights of the Board to implement any changes consistent with the terms of this Agreement.

ARTICLE 6: EMPLOYEE RIGHTS

6.01 Individual Rights

Nothing contained within this Agreement shall be construed to deny or to restrict any member of the bargaining unit from exercising his/her rights applicable under the laws of the State of Washington and of the United States.

6.02 Ordinary Work Day

Work assignments including teaching assignments, committee meetings, etc., for full-time faculty are ordinarily made to fall between Monday through Friday, 8:00AM through 5:00PM. Faculty members are encouraged to teach at least one (1) course per year in the early morning, evening, or Saturdays as part of their regular teaching load. Faculty assigned to duties outside the ordinary work day shall have their work assignment shifted to accommodate this alternate schedule.

6.03 Safety

The College has an obligation to provide employees with a safe work environment in accordance with state regulations and Washington Safety and Health Administration standards. Faculty shall notify the employer of unsafe conditions when noted.

6.04 Employee Lounge

The College shall provide an employee lounge to include refrigerator and microwave.

6.05.01 Parking Fees

Annual Parking Permits

The college shall make annual parking permits available to employees at discounted rates through pre-tax payroll deduction. Employees shall be able to discontinue the purchase of his/her annual pass at the conclusion of each quarter or upon the end of his/her employment with the College. Permits purchased mid-year will be prorated as a portion of the annual rate. Annual permit rates shall be set in relationship to the corresponding quarterly permit rate. The following annual permit rates shall apply:

- 6.05.01.01 Full Week Annual Parking Permit – Two hundred forty-seven dollars (\$247) per year.
- 6.05.01.02 Three (3) day Annual Parking Permit – One hundred fort-eight (\$148) per year.
- 6.05.01.03 Two (2) Day Annual Parking Permit – One hundred twenty-five (\$125) per year.
- 6.05.02 Reserved parking rates shall be fourteen dollars (\$14) per quarter over corresponding standard permit rates.
- 6.05.03 Carpool Permit rates shall be thirty-six dollars (\$36) per quarter.
- 6.05.04 The College will provide additional funding for professional development at a level equal to the increase in the annual cost of parking to employees. Such funds will supplement (not replace) other college professional development funds.

The additional funding shall be allocated proportionally between the faculty and staff. The funds for faculty shall be awarded via the current professional development fund.

The dollar amount of additional funding shall be calculated and placed in the appropriate fund in December of each year. Unused funds shall carry-over year-to-year.

The dollar amount of additional funding for faculty shall be equal to the full-time faculty equivalent as reported in the state's annual report multiplied by the parking increase cost.

The parking increase cost shall be computed as the difference between the cost of an annual permit via payroll deduction (assuming a fifteen percent pre-tax savings) for an employee and the pre-MOU annual parking permit fee of one-hundred and forty-four dollars (\$144).

6.05.05 Faculty shall continue to receive the full benefit of any public bus pass subsidies currently provided by the College.

6.06 Access to Building and Equipment

The College will make available to members of the bargaining unit the required access to buildings and equipment necessary to perform their duties.

6.07 Faculty Emeritus

After an application for *emeritus* status has been received by the College, and upon recommendation of the faculty and the President, the Board of Trustees may

award the title *Faculty Emeritus* to any full-time, tenured Faculty member who has officially retired from the college under any of the retirement options open to faculty. *Emeritus* faculty may be hired as part-time employees with the college without affecting their *emeritus* status.

Faculty Emeritus will be accorded the following privileges as applied to the use of college resources such as:

- 6.07.01 Campus Library and Media Center as provided in the library contract
- 6.07.02 Email accounts and contractually permissible software licenses
- 6.07.03 Employee lounge
- 6.07.04 Bookstore Rebate as agreed to by the University Bookstore
- 6.07.05 Attend Faculty in-service programs and workshops sponsored by the College
- 6.07.06 Attend lectures, programs, theater, forums, and other presentations provided at the same fee as Faculty
- 6.07.07 Attend college social functions to which faculty are invited
- 6.07.08 Participate in graduation ceremonies as a member of the faculty.

Faculty Emeritus, by his or her consent, will be listed as emeritus in the college catalog until such time as he or she requests not to be listed or until deceased.

Any costs incurred by full-time faculty from utilizing the rights and privileges in this section shall also be applicable to *faculty emeritus*.

6.08 Course Instructor Evaluations (CIEs)

The purpose of the CIEs shall be to provide evaluative information for faculty assessment as per the Tenure, Tenured Faculty Assessment, or Associate and Senior Associate Faculty Assessment Articles as appropriate. The College reserves the right to request the administration of a CIE for assessment purposes.

6.08.01 Administration of Course Instructor Evaluations (CIEs)

The faculty member teaching the course shall determine the date and time of the evaluation within the time frame available (usually the eighth through the tenth week of the quarter) for the respective quarter. The CIE shall be administered to every student in attendance at the time of the evaluation. At the faculty member's request, CIEs may be administered multiple times during the quarter to any class that the faculty member is teaching.

6.08.02 CIE Results

The results of each CIE will be documented and maintained separately from other CIEs. CIE results shall be made available to the faculty member after grades for that course have been entered, but not more than three (3) weeks into the succeeding quarter.

6.08.03 Usage of CIEs

Each faculty member shall select the specific CIE course results to be used for her/his evaluation according to the article appropriate to the faculty member's employment status (i.e., the Tenure, Tenured Faculty Assessment, or Associate

and Senior Associate Faculty Assessment Article). The College reserves the right to review any and all CIE's.

6.08.04 Analysis of CIEs

At the time of this contract the numerical and/or statistical analysis of the CIEs is focused on:

6.08.04.01 an institutional average or range;

6.08.04.02 distribution area average or range; and

6.08.04.03 a discipline average or range.

The College and the CCCFT shall mutually agree prior to changing the numerical/statistical elements used in faculty evaluation. Unless agreed to by the CCCFT, the CIE form may only be compared with another CIE form of the same version number. CIE analysis shall be accompanied by documentation explaining how the analysis of the CIEs was compiled and how to interpret the data provided by the analysis.

6.08.05 CIE Revisions

The CIEs will not be changed, unless agreed to by the CCCFT and the College. The CCCFT and College shall work together to assess and revise the CIE form currently being used. If the CIE, or any policy concerning the administration thereof, is changed (either by this contract, or by any other means), then the "version number" of the CIE policy will be increased by one (1). The version

number of the CIEs, as of the point in time at which this contract is approved, shall be one (1).

6.09 Personnel Files

6.09.01 Personnel File

The official personnel file is one which contains official records and documents pertaining to a current or past employee. The personnel file is the property of the college and used for its administrative purposes. Only one (1) personnel file for each faculty member shall be maintained by the college. The faculty member's personnel file shall be located in the college's Office of Human Resources.

The materials contained in the file will include records pertaining to employment, payroll, performance, training and development, benefits, separations, wage/salary administration, and employee relations.

6.09.02 Confidentiality

Copies of materials in official personnel files shall be confidential, to the extent permitted by law. The use of materials from the file shall be restricted to normal administrative purposes or other uses as required by law.

6.09.03 Allowable Access

Faculty members, or their designee, shall have access to all material in their personnel files during normal business hours. Designees shall be appointed for a fixed period of time. Said appointment shall be in writing and provided to the Office of Human Resources, to be kept in the personnel file. Consistent with

applicable statutory and legal requirements, only bona fide representatives of the College and the faculty member shall have access to the faculty member's personnel file.

6.09.04 Notification and Documentation of Access

A faculty member shall be notified of any request from an external party either oral or written for access to her/his personnel file. Use of an individual personnel file for non-Human Resources-related purposes shall be noted and inserted in the file. The CCCFT shall be notified of requests that go beyond normal administrative requirements.

6.09.05 Additions to the Personnel File

Faculty have a right to add any documents to their personnel file, including, documents that support a faculty member's answers to any charges, complaints or statements mentioned in the file. A faculty member shall be notified within five (5) work days of any materials added to her/his personnel file. A copy of the material shall be provided upon request.

6.09.06 Exclusion of Anonymous Content

No document of an anonymous origin shall be placed in the personnel file.

6.09.07 Removal of Materials

Material may be removed from the file at any time upon mutual agreement of the faculty member and the college. Materials established by the college to be

factually in error will be removed immediately. Materials that are governed by the state record retention rules shall remain in the file in accordance with timelines.

6.09.08 Copies of Non-Confidential Materials

Upon a two (2) work day notice and payment of actual costs, copies of non-confidential material in personnel files shall be provided to the faculty member.

Confidential materials that would not be available to copy include materials from other colleges and places of employment marked "confidential." Employers' and/or personal references may be considered confidential.

6.09.09 Separation of Grievance Documentation and Personnel Files

All documents, communications and records dealing with the processing of any grievance, shall be filed separately from the personnel file of the participants.

6.09.10 Exclusion of Materials

Unsolicited materials from students or the public shall not be included in any personnel file unless they have been investigated or are part of a formal complaint.

ARTICLE 7: FULL-TIME FACULTY SELECTION

7.01 Faculty Role in Hiring

Current faculty shall have the opportunity to be involved in the selection process of all new faculty, both full-time and associate. Each faculty screening committee shall include at least one (1) full-time faculty member.

The procedures herein shall not be applicable in instances involving the reassignment of currently-employed College personnel to areas where they are qualified.

7.02 Position Recommendations

The Vice President for Student Learning shall develop a full-time faculty staffing proposal in consultation with the Faculty Assembly.

7.03 Notification of Vacancies

In addition to other means of recruitment, all notices of vacant faculty positions will be posted on the college's website.

ARTICLE 8: WORKLOAD AND FACULTY RESPONSIBILITIES

8.01 Contract Year

In consideration of the college's mission, vision and values, the academic contract year reflects a commitment to learning and assessment. The faculty contract year shall consist of one hundred and seventy two (172) contractual days for full-time faculty members. These days include:

8.01.01 One hundred and fifty-six to one hundred fifty-eight (156 - 158) instructional days (including assessment and attendance at graduation)

8.01.02 Two to four (2 - 4) non-instructional days

8.01.03 Three to four (3 - 4) on campus pre-fall activities:

8.01.03.01 Institutional Meetings: Faculty will participate in institutional meetings or notify the appropriate Dean for Student Learning if an alternate work related activity is planned. The Dean for Student Learning may require the presence of faculty at the institutional meetings based on the interest of the institution. Faculty will participate in the planning and design of institutional meetings.

8.01.03.02 Optional Workshops and Meetings: At their discretion faculty will participate in the optional workshops and meetings. Faculty will participate in the planning and design of optional workshops and meetings.

8.01.04 Two to three (2 - 3) faculty planning days

Faculty planning days are generally to be used to prepare for classes. At their discretion, faculty may include participation in discipline meetings, planning for

learning communities, and development of assessment tools. If faculty wish to conduct their faculty planning days off campus, they shall notify the appropriate Dean for Student Learning or designee. The Dean for Student Learning may require the presence of faculty on campus based on the interest of the institution.

8.01.05 Four to six (4 - 6) pre-approved undesignated days

8.02 Academic Calendar

In order to provide adequate planning time for issuance of the academic calendar, the CCCFT and the College shall agree to actual dates by the second week in January in order to complete the academic calendar.

8.03 General Faculty Responsibilities

It is understood that the faculty, in addition to their primary teaching assignments, must complete a variety of professional tasks if the College is to achieve its objectives. These include academic advising; academic-related student contacts outside the classroom; professional development activities; membership and participation in college governance, including committees, task forces, and councils; participation in community-centered functions; and other appropriate related responsibilities. Associate Faculty comprise a significant segment of the faculty workforce. Beyond designated teaching responsibilities, Associate Faculty have an important contribution to make in college governance, professional activities, and in promoting learning excellence through consultation with students. Associate Faculty shall be compensated at the “additional activities” pay rate for

such activities when assigned or pre-approved by the appropriate Dean for Student Learning or designee.

8.04 Professional Technical Faculty Certification Requirements

Professional Technical faculty must comply with WAC 131-16-070, to continue in their employment at the college. In particular, professional technical faculty must complete a professional development plan as prescribed in WAC 131-16-094 Certification Process for Professional Technical Instructors.

8.05 Workload

8.05.01 Professional Workweek

During their contractual days, full-time academic employees shall be expected to work a professional work week to satisfy their obligations to students, peers, and the College. A professional work week shall consist on average of forty (40) hours per week. The actual hours per week shall be determined by teaching schedules, office hours, individual student contacts (other than in class), and other professional responsibilities. Instruction and other services are normally scheduled Monday through Saturday. Saturday assignments are made as mutually agreed upon.

8.05.02 Teaching Assignment

8.05.02.01 Assignment of Individual Load

Based on the annual and quarterly schedule, faculty shall choose their class assignments in consultation with the scheduling lead subject to approval by the

appropriate Dean for Student Learning. Where possible, the faculty member's course assignment preferences will be honored by the Dean for Student Learning.

Individual class assignments shall generally be made so that not more than seven (7) hours per day shall elapse between the beginning of the first class and the end of the last class taught by any academic employee. These hours may be extended if:

- 8.05.02.01.01 an extension of this time span is necessary to provide a particular academic employee with a full assignment,
- 8.05.02.01.02 requested by the employee, or
- 8.05.02.01.03 the academic employee is being compensated for more than a one hundred percent (100%) assignment.

All full-time faculty are encouraged to teach at least one (1) course per year in the early morning, evening, or on Saturday as a part of their regular teaching load.

8.05.03 Office Hours

8.05.03.01 Faculty members shall post their class schedule and office hours on their office door and online, visible for all students and employees. A minimum of one (1) office hour per week is expected per five (5) credits taught.

8.05.03.02 Faculty shall schedule their office hours to be convenient for their students and their own teaching schedules and institutional commitments. For E-learning instructors, the one-hour for office hours can be held online in accordance with the above stated guidelines.

8.05.03.03 Once office hours are posted for any given quarter, faculty may reschedule office hours when appropriate. If changes are to be permanent, faculty will notify the Faculty Support Office and will re-post in accordance with section 8.05.03.01 above.

8.05.04 General Assignment

Tenured, tenure-track, and temporary faculty shall maintain on-campus hours in accordance with the specific assignment and load responsibilities set forth below.

Tenured, tenure-track, and temporary faculty teaching less than full-time shall maintain on-campus hours on a prorated basis. Consistent with section 8.05.02 of this Article and articles addressing Tenure and Tenured Faculty Assessment, and in consultation with the appropriate Dean for Student Learning, faculty workload activities will include activities from the following areas (individual faculty are not expected to undertake all activities in any area.):

8.05.04.01 Teaching, Learning and Assessment:

- Teaching classes, seminars, etc.

- Conducting research or participating in workshops specific to discipline to remain current in the appropriate field
- Class preparation and course development
- Course management and record keeping
- Curriculum design and revision
- Interdisciplinary coordination/teaching
- Prior learning assessment
- Student learning portfolio assessment
- Individual assessment of student learning outcomes
- Other related activities

8.05.04.02 Advisement

- Academic advisement
- Student organization advisement
- Student orientations
- Career and transfer advisement
- Training for academic advisement
- Other related activities

8.05.04.03 Professional Development

- Preparing publications
- Attending conferences
- Presenting at conferences
- Attending professional development courses
- Attending academic courses
- Attending TLA/ELI courses
- Independent study
- Learning centers support
- Preparing professional development plan for professional technical faculty as prescribed by WAC 131-16-070 and WAC 131-16-094
- Other related activities

8.05.04.04 Institutional Leadership and Service

- Participation in the Learning Outcome Teams
- Participation in Convocations
- Participation in College Retreats
- Participation in Faculty Summits
- Strategic Planning work

- Institutional Governance work
- Accreditation work
- Participation in a Tenure Review Committee and a Tenured Faculty Assessment Team
- Development of new academic and professional technical programs
- Participation in hiring committees
- Participation in disappearing task forces
- Participation in interdisciplinary and discipline meetings
- Other related activities

8.05.04.05 Service to Peers and the Community

- Mentoring and supporting other faculty
- Service to the external community that pertains to the faculty's discipline or professional organizations
- Meeting with faculty counterparts in the K-20 systems
- Participation in statewide councils and committees
- Other related activities

Faculty members are expected to serve the college pursuant to the workload options described in this Article under section 8.05.06 below:

8.05.05 Off-Campus Activities

Faculty may work off campus with prior notification to the Dean for Student Learning. The Dean for Student Learning may require the presence of faculty on campus based on the interest of the institution.

Full-time faculty off-campus activities may include student and non-student contact, preparation for teaching, college meetings, assessment activities, development of professional contacts, in-service workshops, professional development activities (including, but not limited to, research projects, course work, conferences, and professional association service).

8.05.06 Workload Options

As a learning college, Cascadia Community College is committed to aligning its faculty workloads to the mission, vision, and core values of the institution. The CCCFT and College are in agreement that the faculty workload schedule must recognize the time-intensive nature of the non-traditional teaching and assessment practices, support student success, institutional priorities, and be accountable to the College's external constituencies while offering faculty a degree of flexibility in choosing the responsibilities that occur both inside and outside of the classroom during the professional workweek.

8.05.06.01 Workload Percentage Distribution System

The workload percentage system is designed to provide quarterly and annual workload assignments that offer faculty flexibility while establishing expected norms for faculty work during the professional workweek. Each full-time faculty

member will meet quarterly with the appropriate Dean for Student Learning or designee to agree on specific assignments using the categories given in the preceding section:

A. Teaching, Learning and Assessment Workload

B. Advisement Workload

C. Professional Development Workload

D. Institutional Leadership and Service Workload

E. Service to Peers and Community Workload

Faculty workload will reflect the following average percentages of a professional work week of forty (40) hours as follows:

8.05.06.01.01 First year candidates' workload percentages will be:

Teaching, Learning & Assessment: Ninety percent (90%),

Professional Development: Five percent (5%),

Institutional Leadership & Service: Five percent (5%)

8.05.06.01.02 Second year candidates' workload percentages:

Teaching, Learning & Assessment: Eighty- five percent (85%),

Advisement: Five percent (5%),

Professional Development: Five percent (5%),

Institutional Leadership & Service: Five percent (5%)

8.05.06.01.03 Third year candidates' workload percentages:

Teaching, Learning & Assessment: Eighty percent (80%),

Advisement: Five percent (5%),

Professional Development: Five percent (5%),

Institutional Leadership & Service: Five percent (5%),

Service to Peers & Community: Five percent (5%)

8.05.06.01.04 Tenured faculty workload percentages:

Teaching, Learning & Assessment: Seventy- five percent
(75%),

Advisement: Five percent (5%),

Professional Development: Five percent (5%),

Institutional Leadership & Service: Five percent (5%),

Service to Peers & Community: Five percent (5%)

The remaining five percent (5%) shall be distributed among the
above categories, in consultation with the appropriate Dean for
Student Learning.

8.05.06.02 Classroom Workload Factors

All full-time faculty members shall have their percent of full-time load based on their faculty instructional contact hours and determined by the following load factor:

Type of Class	FT Load Factor	Description	% of FT Load
Directed, interactive learning class (Lecture)	15	1 credit	.0667
Lab*	18	1 credit	.1111
Self-paced lab or service learning class in a classroom setting	22	1 credit	.0909
*lab components are included in courses such as studio art, science, BIT, acting, etc.,			

When a full-time faculty member teaches less than six (6) annual lab credits, they will generally be expected to teach forty-five (45) credits annually. However, such faculty member may teach a minimum of forty-two (42) credits annually, subject to approval by the appropriate Dean for Student Learning, provided their percentage of workload each quarter is equal to or greater than one hundred percent (100%).

When a full-time faculty member teaches six (6) or more annual lab credits, they will meet their full-time load requirement when their annual percentage of full-time load exceeds ninety-four percent (94%) and their annualized contact hours equal or exceed forty-five (45) contact hours.

Additionally, when a faculty member's assignment exceeds one hundred percent (100%) of a full-time load, the faculty member may either:

8.05.06.02.01 Use the additional contact hours over the one hundred percent (100%) as part of an overload assignment and carryover the percentage above the one hundred percent (100%) subject to section 8.05.11

OR

8.05.06.02.02 Be compensated under the Associate Faculty salary schedule for the contact hours over the one hundred percent (100%) of full-time load if the faculty member teaches six (6) annual lab credits. In the event the faculty member teaches six (6) or more annual lab credits they shall be compensated under the Associate Faculty Salary Schedule for those contact hours that exceed the contact hours required to meet the faculty member's full-time workload requirement as described in 8.05.06.02.

8.05.07 Internships, Service Learning, and Independent Study

For individual students seeking internship or service learning credit, a faculty member may serve as their instructor of record for up to twelve (12) such credits per quarter for internships and five (5) such credits per quarter for service learning. Exceptions to the limits will be subject to approval by the appropriate Dean for Student Learning. The instructor of record shall be compensated at

ninety dollars (\$90) per credit per student once the instructor has submitted the students' grades.

For individual students seeking independent study, a faculty member may serve as their instructor of record for up to five (5) credits per quarter. Exceptions to the limits will be subject to approval by the appropriate Dean for Student Learning.

The instructor of record shall be compensated at sixty dollars (\$60) per credit per student once the instructor has submitted the students' grades.

8.05.08 Clustered Classes

The college may cluster classes with similar discipline content, provided the class capacity is not exceeded, and after consultation with the full-time faculty within the discipline area.

8.05.09 Reassigned Time

If a full-time faculty member receives reassigned time, it will be based on the equivalent percent of full-time load designated for lecture credits for that amount of reassigned time (e.g., .333 is equal to five (5) credits; .200 is equal to three (3) credits). The above rates are based on a standard eleven (11) week quarter. In advance of the assignment, the College will provide an agreement outlining specific reassigned time duties to the appropriate faculty member and the CCCFT. Duties for the Faculty Assembly Facilitator, the TLA Facilitator, and the Faculty Leads shall be reviewed and mutually agreed upon by the CCCFT and the College by May 1 of each year for the forthcoming academic year.

8.05.10 Class Dismissal

Faculty are expected to teach their classes in the appropriate time and place as indicated in the Schedule of Classes. The appropriate Dean will determine if class substitution is needed. In the event a class meeting is cancelled or is dismissed before scheduled time of adjournment due to personal reasons, prior to or as soon as reasonably possible, the faculty member will provide written notice through the appropriate leave form to the appropriate Dean for Student Learning.

8.05.11 Carryover of Overload Assignment

Full-time faculty who teach in excess of their regular full-time one hundred percent (100%) workload in any one (1) quarter in the same academic year, can accumulate the excess percent of full-time load as an overload. The academic year is defined as fall, winter, and spring quarters. In which case, the instructor may request from the appropriate Dean for Student Learning that the percent above one hundred (100%) be applied towards release time during subsequent quarters of the same academic year. The Dean for Student Learning or designee must grant approval prior to the start of the quarter in which the overload occurs. Overload assignments will be limited to six (6) credits in one (1) academic year.

Any annual contact hours over the one hundred percent (100%) full-time load shall be compensated under the Associate Faculty salary schedule.

8.06 Moonlight Assignments

Full-time tenured and tenure-track faculty members may request to teach an additional six (6) credits per quarter as a moonlight load(s), provided the appropriate Dean has approved and the credit load per quarter does not exceed

twenty-one (21) credits. Moonlight assignments are not part of the contractual annual workload, and are compensated separately under the Associate Faculty salary schedule. Moonlight assignments will be compensated in the same quarter in which worked. Full-time faculty will be given the opportunity to teach a moonlight assignment before associate faculty assignments are made. If a full time faculty's moonlight is cancelled, the full-time faculty member will not have bumping rights over an associate faculty member unless the class is needed to meet his/her contractual credit load.

8.07 Class Limits

The following class limits have been established in order to maintain the optimum teaching and learning environment. Faculty may overload their classes at their discretion. Deviation from these class limits can be made by mutual agreement. Classes that are offered both via e-learning mode and face-to-face shall use the class caps as listed below:

Descriptor:	Course Capacity:
Directed interactive learning courses (lecture)	33
Non-lab science and art classes, language classes, Math below 100, ELP, ABE, ESL	30
Public Speaking (CMST& 220)	28
Laboratory Courses including art and drama lab classes, DRMA151/152/153, Creative Writing (ENG 271, 274, 277, 279), English 102 and below	24
Learning communities (10 Credit)	48
Learning Communities (15 Credit)	72

8.08 Summer Employment

All summer session employment shall be separate from the annual contract year for tenured, tenure-track and temporary full-time faculty members and shall be

compensated under the Associate Faculty salary schedule, and will be for the duration of a specific summer session only. Full-time faculty will have the first option to teach summer session courses prior to Associate Faculty.

8.09 E-learning Courses

E-learning is an integral part of Cascadia 's educational model and is subject to the same standards as face-to-face instruction. Faculty may teach e-learning courses upon verification of ability to deliver excellent e-learning experience as determined by the Vice President for Student Learning or designee(s). A full-time faculty member will be limited to no more than two (2) e-learning courses per quarter as part of her/his regular full-time workload. Exceptions to the limits will be subject to approval by the appropriate Dean for Student Learning.

If institutional opportunities are created whereby it is in the best interest of the college to have an instructor teach e-learning courses for her/his entire quarterly, regular full-time workload, the Vice President for Student Learning or designee will review and determine whether to make this exception.

Additional E-learning courses may be added above the regular full-time workload as a moonlight assignment in accordance with section 8.06. Hybrid courses with fifty percent (50%) or fewer of their contact hours on campus shall be considered e-learning courses.

ARTICLE 9: SALARIES AND BENEFITS

9.01 Legislative Funding and Authorization

All provisions of this Article relating to faculty salaries and benefits are subject to legislative funding and authorization.

9.02 Salary Schedule – Newly Hired Full-Time Faculty

Upon ratification of this contract, the initial base salary placement schedule for a full-time tenure track or temporary full-time faculty position shall range from forty thousand to fifty-five thousand dollars (\$40,000 to \$55,000) annually; salary placement shall be determined in accordance with section 9.03. The total salary allocation for the initial placement shall not exceed the maximum of the salary range.

9.03 Salary Placement - Newly Hired Full-Time Faculty

A Master's degree from a regionally accredited institution shall be considered a minimum requirement for employment as a full-time faculty member. Salary placement will be determined according to the following provisions:

9.03.01 Minimum Salary

Newly hired full-time faculty shall be initially placed at no less than forty thousand dollars (\$40,000). Final salary placement shall be increased from that minimum according to the following criteria:

9.03.02 Teaching/Work Experience

A maximum of ten (10) years experience shall be considered under criteria 9.03.02.01 and 9.03.02.02 below. No more than one (1) year of teaching/work experience credit will be given for experience gained within an academic year. Credit will be given for less than one full year of experience on a pro-rata basis. In order to receive credit, faculty will be required to provide employer documented verification of all teaching/work experience within sixty (60) days from the date of the confirmation of employment letter sent by the Office of Human Resources.

9.03.02.01 Instructional Experience

A maximum of ten (10) years instructional experience shall be considered under this category. One thousand and one hundred dollars (\$1,100) shall be given for each year of eligible service. In circumstances where less than a full year of experience is documented, credit will be given on a pro-rata basis. Full-time post secondary and secondary education experience will be accepted on a year-for-year basis. Part-time post secondary and secondary education experience will be accepted on a pro-rata basis. Teaching experience gained while in a graduate or undergraduate assistant position shall be credited on a fifty percent (50%) basis. No more than one (1) year of teaching experience (forty-five (45) quarter credits or its equivalent) will be given for an academic year including summer. An academic year shall include summer, fall, winter, and spring quarters.

9.03.02.02 Non-Educational Employment Experience

A maximum credit of eight (8) years of non-academic experience shall be considered under this category. Previous non-academic experience directly related to the primary assignment and which was earned within the last eleven (11) years will be credited as follows: The most recent five (5) years of such experience shall be credited on a year-for-year basis (one thousand and one hundred dollars (\$1,100) for each year), and half credit (five hundred and fifty dollars (\$550) for each year) shall be given for each of the preceding six (6) years. In circumstances where less than a full year of experience is documented, credit will be given on a pro-rata basis.

9.03.03 Additional Discipline

Based on the needs of the College, as determined by the College and as approved by the Vice President for Student Learning or designee, newly hired full-time faculty with a second set of qualifying educational/training credentials in a discipline other than the discipline in which the faculty member is initially hired and that supports Cascadia's curriculum shall receive an additional one thousand one hundred dollars (\$1,100) annually. No more than one (1) additional area or discipline will be recognized.

Approval of this base salary increase is contingent on agreement by the faculty member to actively teach in the discipline, attend discipline meetings and assist with program development and review when called upon by the College.

9.03.04 Advanced Degree

Newly-hired, full-time faculty possessing a Doctoral degree, MFA, or equivalent terminal degree from a regionally accredited college, in an area that supports the College's curriculum shall receive an additional one thousand one hundred dollars (\$1,100) in annual salary for each qualifying terminal degree up to a maximum of two thousand two hundred dollars (\$2,200) in total additional salary. Faculty will be required to provide official transcripts verifying all educational credentials prior to the completion of the salary placement process.

9.03.05 Competitive Option

Additional funds may be allocated in order to more closely match the base salary of the newly hired, full-time faculty with the salary of a comparable position at the faculty member's current, regionally accredited academic institution or current industry employer. It is the College's intent to restrict use of the competitive option to situations where doing so is required to fill a faculty position with a qualified candidate.

Within ten (10) work days of final placement, the Office of Human Resources will notify the CCCFT concerning the results of the final placement process, and the criteria used for placing each faculty member.

9.04 Salary Advances

9.04.01 Tenure Promotion

The following post tenure promotions will be granted for faculty starting with the second academic quarter after tenure is granted (excluding summer quarter):

9.04.01.01 One thousand eight hundred dollars (\$1,800) for tenured founding faculty, employed as probationary faculty as of September 2001

9.04.01.02 One thousand four hundred dollars (\$1,400) for tenured founding faculty, employed as probationary faculty as of September 2002

9.04.01.03 One thousand four hundred dollars (\$1,400) for tenured faculty, employed as probationary faculty after September 2002

9.04.02 Additional Teaching Area

Based on the needs of the college, as determined by the College and as approved by the Vice President for Student Learning or designee, full-time tenured faculty with a separate set of qualifying educational/training credentials in discipline(s) which support Cascadia's curriculum other than the discipline(s) recognized at initial placement, shall receive a one thousand one hundred dollar (\$1,100) advancement for each additional discipline. No more than two (2) additional disciplines, including those additional disciplines approved at initial placement will be recognized. Qualifications for each additional discipline shall be consistent with the discipline requirements of the College.

Approval of this base salary increase is contingent on agreement by the faculty member to actively teach in the discipline, attend discipline meetings and assist with program development and review when called upon by the College.

9.04.03 Additional Degree

If a tenured faculty member acquires, within his/her teaching discipline, a terminal degree higher than the degree at initial placement, (i.e., Master's to

Doctorate, MFA, or equivalent), then the faculty member shall receive an additional one thousand one hundred dollars (\$1,100) towards his/her base salary. In the event a tenure track faculty member has acquired, following initial placement, but prior to granting of tenure, a terminal degree within her/his teaching discipline higher than the degree at initial placement (i.e., Master's to Doctorate, MFA, or equivalent), the faculty member shall receive an additional one thousand one hundred dollars (\$1,100) towards her/his base salary upon achieving tenured status.

9.04.04 Annual Salary Increases

Annual salary increases are subject to legislative appropriations and will be granted in accordance with the guidelines established by the legislature and the State Board for Community and Technical Colleges.

It is the College's intent to maximize the turnover dollars available to increase current faculty salaries to the extent permissible by law.

Upon notification of the availability of funds for annual salary increases, the parties shall begin negotiation to determine the distribution of said funds.

9.04.05 Tenured Faculty Promotions

9.04.05.01 Promotional Levels

After receiving tenure, a full-time faculty member shall have two (2) additional opportunities to be promoted, beginning with Senior I Tenured Faculty and then followed by Senior II Tenured Faculty, provided all criteria have been met and the promotion has been approved by the College.

9.04.05.02 Tenured Faculty Promotional Criteria

Tenured faculty promotion timelines are governed by Article 11.02. To be eligible for promotion to the position of Senior I Tenured Faculty or Senior II Tenured Faculty, Tenured Faculty must meet the following criteria:

9.04.05.02.01 Complete a certification process;

9.04.05.02.02 Receive a satisfactory Tenured Faculty Assessment;

9.04.05.02.03 Be recommended for promotion by the Tenured Faculty Assessment Team (or the appropriate Dean if the candidate has selected an Administrative Review Process in lieu of a Peer Review Process) to the Vice President for Student Learning;

9.04.05.02.04 Submit a request for promotion to the Vice President for Student Learning.

9.04.05.03 Tenured Faculty Promotion

The Vice President for Student Learning shall consider the Tenured Faculty Assessment Team's promotional recommendation and determine whether to approve the promotion to the next level (Senior I or Senior II) based on the criteria in section 9.04.05.02. The promotion decision will be communicated to the faculty member no later than ten (10) work days after the submission of the request for promotion. If the promotion is denied by the Vice President for Student Learning, the faculty member will be provided with a written explanation of the decision. Prior to their next Tenured Faculty Assessment, a faculty member who is denied promotion may re-submit a request for promotion in any subsequent year if the Vice President's concerns have been addressed.

9.04.05.04 Development of the Certification Process

To develop faculty expertise in areas that are of interest to the College, the College intends to offer professional development programs targeted towards developing specialized faculty competencies that would make full-time tenured faculty eligible for increased responsibilities and promotion.

The College and the CCCFT agree to create a Certification process by which tenured faculty shall be eligible and considered for additional promotions based on increased responsibilities. The CCCFT and the College shall modify the Salaries and Benefits Article of this Agreement to reflect the agreements they reach through the collective bargaining process regarding the development of the Certification process.

By October 2009, a negotiation team from both parties shall begin meeting to draft language and shall report back to the bargaining teams by the end of April 2010. By mutual consent, the April 2010 deadline may be extended.

Once the Certification process has been jointly approved, all affected tenured faculty members will be eligible to participate.

9.04.05.05 Compensation for Senior Tenured Faculty Promotions

Upon attainment of Senior I and Senior II Tenured Faculty status, the faculty member's base salary shall be increased by two thousand three hundred dollars (\$2,300) per promotion. This increase in salary will be effective the fall quarter following the approval of the promotion.

9.05 Associate Faculty Salary

Associate Faculty shall be compensated at the 2008-2009 academic year rate for the Summer 2009 term. Thereafter, Associate Faculty shall be compensated on a per contact hour basis according to the following schedule and shall be adjusted as per Section 9.04.04 :

Type of Courses	Description	Associate Faculty Rate per contact hour	Senior Associate Faculty Rate per contact hour
Lecture	Directed, interactive learning class, including those which include service learning assignments	\$736.25	\$776.25
Lab/Studio	Science lab, studio art, acting classes etc., excluding self paced labs	\$736.25	\$776.25

Associate faculty serving as instructors of record for stand-alone service learning courses shall be compensated in accordance with Section 8.05.07.

The College and CCCFT agree to develop a compensation structure for clustered self-paced courses by September 15, 2009. The CCCFT and the College shall modify the Salaries and Benefits Article of this Agreement to reflect the agreements reached through the collective bargaining process regarding clustered self-paced course compensation for Associate Faculty.

9.06 Additional Duties Compensation for Faculty

9.06.01 Pre-approval for Additional Duties for Faculty

Faculty may receive additional compensation for additional duties. Additional duties must be approved in advance by the appropriate Dean for Student Learning or designee in accordance with the Workload Article. The appropriate Dean can determine, offer and approve additional work by mutual agreement with the faculty member. In the event the faculty member does not believe the hours allocated to complete the work will reflect the actual workload, the faculty member may decline the assignment request, or request a meeting with the CCCFT representative and the appropriate Dean for Student Learning to discuss the anticipated workload associated with the assignment.

9.06.02 Full-Time Faculty Compensation for Additional Duties

Full-time faculty will be compensated at the current rate for performing additional duties provided the additional duties are beyond the workload as agreed to per the Workload Article and have been pre-approved by the appropriate Dean for Student Learning or designee. Upon ratification of this agreement by the CCCFT and approval by the Board of Trustees of Cascadia Community College, this rate shall be thirty six dollars and eighty cents (\$36.80) per hour and thereafter increased by the level of the general salary increase authorized by the legislature.

9.06.03 Associate Faculty Compensation for Additional Duties

Associate Faculty shall receive compensation for additional duties as pre-approved by the appropriate Dean for Student Learning or designee and shall be compensated at the same rate as full-time faculty.

9.07**Benefits - Faculty**

The College shall provide insurance, leave, and retirement benefits in accordance with the applicable statutes and regulations governing Washington State employee benefits, funded through the state and in accordance with the Rules and Regulations governing the College. Human Resources shall communicate benefits eligibility to all full-time and associate faculty. Eligible full-time and associate faculty members have several options from which to select and include in a benefits package. Insurance plans are available for medical/dental, life, accidental death and dismemberment, and long-term disability. Tax-sheltered annuities, deferred compensation, and other savings programs are available for eligible employees who apply. In addition, the college allows tuition waivers for Washington State permanent employees working half-time or more as defined in RCW 28B.15.558.

Additional information is available from Cascadia's Office of Human Resources.

ARTICLE 10: TENURE

10.01 Authority to Grant Tenure

Ultimate authority to grant or deny tenure is vested with the Board of Trustees, subject to the laws and regulation of the State of Washington and the terms of this Article.

10.02 Purpose

The Board of Trustees of Cascadia Community College hereby establishes (in accordance with RCW 28B.50.850 through RCW 28B.50.869 as it now exists or hereinafter may be amended) the following rules on academic employees' tenure. The purposes of these rules are threefold:

10.02.01 To assess the performance of each tenure track academic employee pursuant to the criteria set forth in section 10.06 in this article.

10.02.02 To protect academic employees' rights to be involved in the establishment of and participation in the tenure process.

10.02.03 To define a reasonable and orderly process for the appointment of academic employees to tenure status, or for the non-renewal of probationary academic employees.

10.03 Eligibility for Tenure

As stipulated by law, tenure shall be granted only to full-time tenure track, probationary academic employees, subject to the Board of Trustees approval. The

Board of Trustees, acting as the granting authority, shall provide for the award of academic employee tenure upon completion of one (1) of the following conditions:

10.03.01 A probationary period not to exceed nine (9) consecutive regular college quarters, excluding summer quarters and approved leaves of absence.

10.03.02 An extended probationary period of up to three (3) additional, consecutive regular college quarters, excluding summer quarters and approved leaves of absence. The extended probationary period shall require:

10.03.02.01 the written consent of the probationary faculty,

10.03.02.02 formal recommendation to the granting authority by the Tenure Review Committee and

10.03.02.03 formal approval by the granting authority.

No such extension shall be made, unless the Tenure Review Committee's recommendation is based on its belief that, with additional time, the probationary faculty will satisfactorily complete a written plan of action in progress. At the conclusion of any such extension, the granting authority will determine whether or not to award tenure.

10.03.03 At the discretion of the Board of Trustees, tenure may be awarded at any time before the nine (9) quarters have expired. Under these circumstances the decision will be rendered by the granting authority after it has given reasonable consideration to the independent recommendations of both the College President and the Tenure Review Committee.

10.04 Tenure Review Committees: Purpose of the Committee and Selection of Membership

At the time this agreement was negotiated, the limited number of Cascadia tenured faculty essentially precluded Tenure Review Committees exclusively dedicated to a single candidate.

10.04.01 The composition of a tenure candidate's cohort shall be established by October 1st by the CCCFT. A Tenure Review Committee shall be established by November 15 for each cohort of candidates in the first year of their full-time appointment. In the case of candidates appointed for winter quarter, the candidate shall be assigned to an existing Tenure Review Committee by the CCCFT within six (6) weeks of the date of the appointment.

10.04.02 Each Tenure Review Committee shall be composed of two (2) members of the administrative staff, a full-time student representative (enrolled in at least twelve (12) credits per quarter), and four (4) Cascadia tenured faculty members, selected as follows:

10.04.02.01 The College provides a list of tenured faculty to the CCCFT. The CCCFT will appoint four (4) tenured faculty members to each Tenure Review Committee.

10.04.02.02 When possible, the CCCFT will include at least one (1) faculty member from the candidate's academic discipline, field of specialization or the closest related field.

10.04.02.03 The administrative representatives shall be appointed by the President or designee.

10.04.02.04 The student representative shall be selected in accordance with RCW 28B.50.869.

10.04.02.05 If a vacancy occurs during the term of the Tenure Review Committee, the position shall be appointed in accordance with the provisions of this article. The

vacancy will be filled as soon as possible after the Tenure Review Committee is made aware of the vacancy.

10.04.03 Tenure Review Committees shall serve as standing committees until such time as the candidate is either granted tenure or his/her employment in a probationary academic employee appointment is terminated.

10.05 Tenure Review Committees: Duties and Responsibilities

10.05.01 The general duties and responsibilities of the Tenure Review Committees shall be to:

10.05.01.01 Evaluate the candidate(s);

10.05.01.02 Advise the candidate(s) of her/his strengths and areas needing improvement;

10.05.01.03 Develop plans to improve and strengthen performance of the candidate(s);

10.05.01.04 Maintain a documented record of the items listed in section 10.06;

10.05.01.05 Make a recommendation for renewal, non-renewal or the granting of tenure in accordance with the procedures in section 10.09.

10.05.02 The first meeting of the Tenure Review Committee shall be called and chaired by an administrator serving on the committee. A chairperson shall be elected by the committee at the first meeting.

10.05.03 All subsequent meetings of the Tenure Review Committee after the first meeting shall be called by the Tenure Review Committee chairperson. At least fifty percent (50%) of the faculty members and (50%) of the administrative members serving on the Tenure Review Committee must be present at each meeting. Tenure Review Committees may meet with or without the candidate. During the candidate's active

tenure review period, the committee shall determine whether the candidate's presence is necessary or advisable; in any event, the committee shall meet with the candidate at least twice per quarter during the first two (2) quarters of their candidacy and at least quarterly thereafter until the candidate is granted tenure, tenders her/his resignation, or is notified of non-renewal.

10.05.04 All reports will include a calendar documenting all committee activities, including due dates for reports, dates of observations, meetings with the candidate, etc.

10.05.05 A summary report will be completed by the Tenure Review Committee and provided to each candidate by the end of her/his first, fourth and seventh quarter. A comprehensive report will be submitted by the timeline described in section 10.09 of this article.

10.05.06 All evaluative information is confidential, subject to the requirements of the Public Records Act, RCW 42.17 et seq., and will be maintained as such by members of the Tenure Review Committee.

10.06 Evaluation of the Candidate

10.06.01 The evaluation process shall place primary importance on the candidate's effectiveness in his/her teaching appointment while considering all the criteria in this section.

10.06.02 Each committee shall consider only the following criteria in the course of evaluating the effectiveness of each candidate in his/her teaching appointment. The probationary faculty shall demonstrate and document evidence of continued excellence in each of these areas during each probationary year as appropriate:

- 10.06.02.01 Excellence in teaching and learning: Teaching is a developmental process where teachers engage as learners and excellence means putting students and learning first resulting in measurable positive student outcomes. Evidence of teaching and learning excellence may include but is not limited to:
- 10.06.02.01.01 Demonstrated interplay between teaching philosophy and classroom practice. Used teaching and assessment methods and materials that facilitate student learning, demonstrate awareness of varied student learning styles, are engaging and challenging to students, and are consistent with the college-wide learning outcomes and core values.
 - 10.06.02.01.02 Engaged in mentoring relationships to reflect on student and peer evaluations and examine possible practices that may better achieve course, discipline and college learning outcomes.
 - 10.06.02.01.03 Documented changes based on student and peer evaluation comments in order to better achieve course, discipline and college learning outcomes.
- 10.06.02.02 Collegiality: An interdependent community of learners requires knowledge and awareness of self and others as well as enhanced interaction skills, such as, a willingness to hear differing perspectives, acknowledging multiple perspectives from different lived experiences, and honoring peoples' rights to speak their different truths. Collegiality includes working with others in a team effort to achieve quality outcomes within the desired community culture and working together from a place of self-reflection and integrity, as well as, a professional exchange with others whereby the sharing of diverse viewpoints culminates in the production of valuable, enlightened outcomes of the highest quality. Evidence of collegiality may include but is not limited to:

- 10.06.02.02.01 Demonstrate respect for students
- 10.06.02.02.02 Demonstrate respect for peers
- 10.06.02.02.03 Demonstrate respect for all other employees of the college
- 10.06.02.02.04 Demonstrate ability to critically reflect on performance in this area
- 10.06.02.02.05 Develop and offer learning communities and linked courses
- 10.06.02.02.06 Internal collaboration across programs
- 10.06.02.02.07 External collaboration with other colleagues at other institutions or within industry
- 10.06.02.03 Professional Growth / Service: Faculty will continue to engage in scholarship and participate in college governance and service to the community. Evidence of professional growth and service may include but is not limited to:
 - 10.06.02.03.01 Continued participation in self-initiated professional activities such as course work, attendance at workshops, seminars, professional meetings, cross-training opportunities, and “Back to Industry” internships/exchanges.
 - 10.06.02.03.02 Contributions toward publications, conference presentations, artistic exhibits/performances, classroom research, creating an initiative (e.g., grant application, creating a committee for a project), service to and/or participation in professional associations, service to discipline/program, development of new curriculum, and community involvement specific to academic area.
 - 10.06.02.03.03 Active participation in collegial governance and campus / community life with such activities as community service, academic advising, mentoring, student

organization advisor, and representing the college at outside meetings, events, legislature, etc.

10.06.03 Observations of the candidate while he/she is performing his/her professional responsibilities shall be part of the evaluation process. The candidate and the TRC will develop a schedule of classroom observations.

10.06.03.01 A pre-meeting with the candidate must occur to set the number and nature of classroom observations; a minimum of four (4) observations shall be conducted during the first two (2) years of the faculty member's tenure candidacy, at least one (1) of which must be done by an administrator. A written evaluation noting the areas of strength and areas needing improvement shall be made for each observation. Within ten (10) work days after the observation, the observer shall confer with the candidate, who shall be given the opportunity to discuss his/her performance and the observation report. In addition a copy of the written report will be submitted to the Tenure Review Committee and a copy placed in the tenure portfolio. If the observer was a TRC member, then tenure process outcomes can be discussed and, if needed, appropriately re-worked at this time.

10.06.03.02 If requested by the candidate or Tenure Review Committee, the observer may conduct up to three (3) additional observations per quarter. Each additional observation will follow the procedure set forth in section 10.06.03.01.

10.06.03.03 Independent classroom observations not scheduled and conducted as per section 10.06.03 shall not be considered part of the tenure review process.

10.06.03.04 The President and Vice President for Student Learning may schedule classroom observations with the candidate independent of the Tenure Review Committee. If the President or Vice President for Student Learning has any concern, she/he

shall meet and discuss the concern with the Tenure Review Committee and the candidate.

10.07 Outcomes and Tenure Portfolio

10.07.01 The TRC and the candidate will work on developing outcomes each year that are:

10.07.01.01 Directly related to the evaluation criteria outlined in section 10.06

10.07.01.02 Driven by self reflection

10.07.01.03 Revisable to reflect learning and growth

10.07.01.04 Integrated with the vision, mission and core values of the Institution

10.07.02 The candidate will maintain a tenure portfolio in either online or hard copy form or a combination of both that will include the following documentation of progress toward his or her outcomes:

10.07.02.01 Annual self evaluations that document the criteria described in section 10.06 in relation to plans for the next year and accomplishments of the current year;

10.07.02.02 CIEs for all non-moonlight courses for each quarter with a self-reflective summary response;

10.07.02.03 Peer evaluations and observations: this should include all correspondence between the candidate and the Tenure Review Committee, classroom observations, and other letters written by peers about the candidate,

10.07.02.04 Administrative evaluations and observations;

10.07.02.05 Report and reflection on suggested improvement/development activities from the Tenure Review Committee;

- 10.07.02.06 Evidence of coursework, scholarly work, classroom accomplishments, institutional/community service work and professional development;
- 10.07.02.07 An updated resume;
- 10.07.02.08 Optionally, other evidence may be added to the portfolio with the permission of the candidate. If such evidence is included in a hard copy portfolio , the candidate will indicate the granting of such permission by initialing each of the pages added to the portfolio. Tenure candidates using an online portfolio shall have content management authority over their online tenure portfolio and shall use this authority to exercise their right to exclude evidence they do not wish to have included in the portfolio; choosing not to exercise this right shall constitute granting of permission to include the evidence in the portfolio.
- 10.07.03 Upon the completion of the tenure review process, the College shall retain the tenure portfolio and provide the candidate with an official copy. If the candidate uses an online tenure portfolio, the College shall, at the request of the candidate, provide the candidate with hard copies of documents maintained within the portfolio. The College shall not be required to provide the candidate with hard copies of blog, wiki, discussion thread or other non-file based information contained within the candidate’s online tenure portfolio. However, the candidate shall have the right to print such information out for their own use and may issue electronic invitations to allow individuals of the candidate’s choosing to view the online portfolio.
- 10.07.04 Intellectual property rights of individual portfolio items are determined pursuant to section 17.01.

10.07.05 In the event a candidate wishes to have original creative work considered as part of the tenure review process, he/she may provide representations of their original creative work for consideration by the Tenure Review Committee. In such cases, the candidate shall be responsible for determining how the original creative work will be represented and shall be responsible for providing that representation to the Tenure Review Committee and/or Board of Trustees. Where the original creative work is submitted, it shall be returned to the candidate upon the completion of the tenure review process.

10.08 Addressing Performance-related Concerns

When areas needing improvement in the performance of a candidate are noted by the Administration and/or the Tenure Review Committee, the following steps will be taken:

10.08.01 Specific areas needing improvement will be outlined by the Tenure Review Committee in writing and discussed with the candidate within five (5) work days of the conclusion of each Tenure Review Committee meeting and/or meeting with the Vice President for Student Learning, as appropriate.

10.08.02 The Tenure Review Committee will develop with the candidate a written plan of action to improve the area(s) of concern. The Tenure Review Committee shall consider the area(s) of concern expressed by the administration and address them in the written plan of action.

- 10.08.03 Follow-up conferences will be held and written progress reports will be prepared by the Tenure Review Committee and delivered to the candidate within five (5) work days of the conference. These conferences and reports should be directed toward helping the candidate improve and documenting progress.
- 10.08.04 When deemed appropriate, any plans for improvement for the candidate (including Action Plans) shall be developed by the Tenure Review Committee and the Vice President for Student Learning in consultation with the candidate.
- 10.08.05 If either the President or Vice President for Student Learning has any concern(s), she/he would meet and discuss the concern(s) with the Tenure Review Committee and the candidate.
- 10.08.06 For other personnel related matters, the Vice President for Student Learning or designee may independently address issues ordinarily considered confidential under labor laws. An action plan developed to address such confidential issues will remain within the purview of the College.
- 10.09 Communication of Evaluation Results**
- 10.09.01 Each Tenure Review Committee, as part of its ongoing evaluation of the candidate, shall meet as a body and prepare an annual report that documents the evaluation process of the candidate's strengths and recommendations for improvement as applicable. The committee will meet with the candidate to discuss the report(s) and furnish the candidate with a copy of the written report(s), prior to submitting the report(s) to anyone other than the candidate.
- 10.09.01.01 If the committee's recommendation is not unanimous, a minority report will be generated and also become part of the record.

- 10.09.01.02 The committee's report(s) will be signed by each member and include any minority recommendation.
- 10.09.02 Copies of the written report(s) shall be submitted to the Vice President for Student Learning, the College President, and the Board of Trustees.
- 10.09.03 At a minimum, the following Tenure Review Committee reports and recommendations will be submitted to the Vice President for Student Learning, College President, and the Board of Trustees on or before the dates specified below:
- 10.09.03.01 A comprehensive evaluation report that includes documentation of the process, all evaluative material collected during the contractual year, summary of progress, and recommendation for continued probationary status or tenure shall be issued in accordance with the following schedule:
- 10.09.03.01.01 for candidates whose appointments begin in fall quarter, by March 1 for evaluation of the first and second quarters; by March 1 for evaluation of the third, fourth, and fifth quarters; by February 15 for evaluation of the sixth, seventh and eighth quarters. If any of these dates falls on the weekend, then the nearest weekday will be substituted.
- 10.09.03.01.02 for candidates whose appointments begin in winter quarter, by May 20 for evaluation of the first and second quarters; by May 20 for evaluation of the third, fourth and fifth quarters; and by May 10 for evaluation of the sixth, seventh and eighth quarters. If any of these dates falls on the weekend, then the nearest weekday will be substituted.

10.10 Candidate Rights and Expectations of the Tenure Process

10.10.01 The Tenure Review Committee will explain the purposes of all observations and evaluations to the candidate.

10.10.02 Classroom observations shall be arranged with the candidate, generally at least five (5) days prior to the observation, so that he/she will be prepared for the visit.

10.10.03 The candidate shall be acquainted with all evaluative instruments prior to their use. At the end of the evaluation process all data and materials shall be gathered and returned to the candidate to be included in the portfolio.

10.10.04 When a disagreement occurs between the candidate and his/her Tenure Review Committee over any area of evaluation, the candidate may submit a written statement in response to these disagreements, and shall be entitled to a written response from the committee. The candidate and the Tenure Review Committee shall include the statement and response in the candidate's portfolio. Such communications shall be completed at least 3 days before submission of the tenure portfolio to the Board.

10.10.05 The candidate must be given the right to review all written material generated by the Tenure Review Committee that is to be seen by the College President and the Board of Trustees and have the opportunity to respond in writing.

10.11 Committee Recommendation(s) and Board Decision(s) Regarding Tenure

10.11.01 Tenure Review Committee's recommendation(s) shall be submitted to the Board of Trustees through the President's Office and will include a copy to the President.

- 10.11.02 The Chair of the Tenure Review Committee for third year candidates shall present the committee's tenure recommendations to the Board of Trustees. The Board of Trustees shall determine the manner in which the recommendations will be received.
- 10.11.03 If the President makes a recommendation to the Board of Trustees that is contrary to the recommendation of the Tenure Review Committee, he/she shall discuss such differences with the Tenure Review Committee prior to submitting his/her recommendation to the Board.
- 10.11.04 Upon the decision not to renew a probationary faculty appointment, the College President shall notify the candidate of such decision as soon as possible during the regular contractual year: PROVIDED, that such notice may not be given later than one (1) complete quarter, except summer quarter, before the expiration of the probationary faculty member's appointment.
- 10.11.05 The final decision to award or withhold tenure shall rest with the Board of Trustees, after it has given reasonable consideration to the recommendations of the Tenure Review Committee and shall not be subject to the grievance procedure.

ARTICLE 11: TENURED FACULTY ASSESSMENT

11.01 Purpose

The purpose of the tenured faculty assessment process is to strengthen and deepen the professional skills of the academic employee and to maintain satisfactory job performance. Should deficiencies in a faculty member's job performance become evident, the faculty member is responsible for remediation of the deficiencies.

11.02 Assessment Timeline

Beginning the first contractual year following the award of tenure, each faculty member shall assess his or her performance annually and take part in a full evaluation every fourth year from his or her last tenure or post tenure assessment at Cascadia. However, faculty may defer the fourth year evaluation process for one (1) academic year with the approval of the Vice President for Student Learning or designee in circumstances such as:

11.02.01 Participation in an alternative year-long, substantive assessment, mutually agreed upon by the CCCFT, the faculty member, and the College, or

11.02.02 Planned leave/sabbatical, or

11.02.03 Extraordinary circumstances such as family leave, medical leave, or military leave.

11.03 Annual Assessment

Tenured faculty members will annually self-assess their performance in their workload assignments from the previous year. The self-assessment shall be

faculty driven and allow for multiple formats depending on the faculty member's discipline, professional development goals, and pedagogical direction. By November 1, each tenured faculty member and the appropriate Dean for Student Learning will confer on the faculty member's annual self-assessment. The appropriate Dean may then request additional evidence from the faculty member, including but not limited to conducting a classroom observation, reviewing classroom syllabi, or reviewing the classroom assessment tools.

If the Dean, in his or her opinion, believes that the faculty member will not receive a satisfactory administrative evaluation as part of the fourth-year tenured faculty assessment process, the Dean shall share with the faculty member in writing his or her specific concerns related to the faculty member's performance. The Dean and the faculty member shall meet to review the Dean's written concerns; the faculty member may invite a CCCFT representative to the meeting. One option for addressing the concerns raised may be for the faculty member to modify her/his professional development plan.

When a concern regarding a faculty member's performance in his or her workload assignment comes to the attention of the Dean, he or she shall discuss the concern with the faculty member.

11.04 Fourth-Year Evaluation

11.04.01 Evaluation Scope and Criteria

The fourth-year evaluation shall be a year-long review of a faculty member's performance over the past three (3) years in accordance with the areas outlined in

the Workload Article as appropriate to his or her workload assignments during the same period. The evaluation shall place primary importance on the evaluatee's effectiveness in his or her teaching appointment while using the criteria provided in section 10.06, namely, "Excellence in Teaching and Learning," "Collegiality," and "Professional Growth / Service," to evaluate the evidence provided by the faculty member.

11.04.02 Review Process

Each faculty member may choose to utilize either an administrative or peer review process that will:

11.04.02.01 examine evidence of satisfactory performance of the individual workload assignment including progress toward the faculty member's professional outcomes which should be aligned with the criteria set forth above,

11.04.02.02 solicit feedback and observations from students, faculty peers, and administration

11.04.02.03 engage in dialogue and reflection with the faculty member on these items, and

11.04.02.04 prepare a summary evaluation statement.

For the administrative review process, the evaluator will be the appropriate Dean for Student Learning. For the peer review process, the evaluators will consist of members of a Tenured Faculty Assessment Team as described in section 11.06.

11.04.03 Evaluation Notification

By the end of the eighth week of spring quarter, the appropriate Dean for Student Learning or designee will inform each of the faculty members (evaluatees) who are

to be evaluated during the following academic year. Each evaluatee will select either an administrative or a peer review process, informing the Dean no later than the end of the tenth week of spring quarter. The Dean will provide a complete list of the evaluatees and their individually selected review processes to the CCCFT and Vice President for Student Learning, within a week after the spring quarter ends.

11.04.04 Evaluation Timeline

The evaluation will be conducted throughout the subsequent academic year starting with the fall quarter and generally culminating no later than the eighth week of spring quarter. The assessment process deadlines may be extended by mutual consent of the faculty member being evaluated (the evaluatee) and the evaluator(s) so long as the tenured faculty assessment is completed within a five (5) year period from the last tenure or post tenure evaluation.

Action	Date	By Whom
Evaluee notified	By end of the 8th week of spring quarter in prior year	Dean
Select administrative or peer review process	By end of the 10th week of spring quarter in prior year	Evaluee
Provide List of Evaluatees to CCCFT and VP of SL	Within 1 week after spring quarter ends in prior year	Dean
Final Draft, Peer Assessment	By end of the 9th week of winter quarter	Peer Assessor
Self-Assessment to Evaluator	By end of the 4th week of spring quarter	Evaluee
Evaluator & Evaluee meet	During Spring Quarter	
Final Draft, Summary Evaluation Statement	By the 7th week of the spring quarter	Evaluator
Statement and Optional Response Submitted to VP for SL	By the 10th week of spring quarter	Evaluee

11.04.05 Evaluation Documentation

Documentation of the tenured faculty member's performance shall reflect the faculty member's contributions in the areas of teaching/learning, collegiality, and professional growth/service and shall include evidence from the following sources:

11.04.05.01 Student Evaluations

Faculty will conduct quarterly student Course Instructor Evaluations (CIEs) as per the Employee Rights Article, section 6.08. The faculty member being evaluated shall review and summarize CIE's from at least fifty percent (50%) of his or her courses from each of the preceding years since his or her last assessment. The CIE summaries shall be forwarded to the evaluator(s) by the end of fall quarter of the year during which the faculty is being evaluated. The evaluator(s) may review all summarized CIEs to verify the accuracy of the faculty member's summaries.

11.04.05.02 Peer Assessment

Peer assessment shall be conducted by two (2) faculty peers selected by the evaluatee. The assessors may include one (1) peer faculty from another Washington State community college outside of Cascadia or the University of Washington, Bothell. When possible, at least one (1) of the peer assessors shall represent the faculty member's field or a discipline closely related to the faculty member's field.

Each peer assessment shall consist of one (1) or more classroom observations. A written assessment shall be completed for each classroom observation. Within

three (3) weeks following the observation, the observer shall meet with the evaluatee to discuss and finalize the draft observation assessment. Final drafts of all peer assessments shall be forwarded to the evaluatee and the evaluator(s) by the end of the ninth week of winter quarter.

11.04.05.03 Self-Assessment

The evaluatee's self-assessment shall include a review of his or her performance related to the workload assignments established according to the Workload Article and the professional outcomes established annually according to section 16.03 of the Professional Development Article. The faculty member shall also address her/his student CIE's, peer assessments, and any feedback from the Dean during the annual assessment process. The faculty member shall send the self-assessment to the evaluator(s) no later than the end of the fourth week of spring quarter.

11.04.05.04 Additional Materials (Optional)

The faculty member may provide the evaluator(s) with any additional materials she or he feels is relevant to the evaluation. Such materials shall relate to the matters which occur within the four-year assessment cycle.

11.04.06 Summary Evaluation Statement

The evaluator(s) shall review the faculty member's documentation and meet with the evaluatee during the spring quarter to discuss the evaluatee's performance. Following this meeting, the evaluator(s) shall review the documented evidence using the tenured faculty evaluation form. The evaluator(s) shall draft conclusions

and appropriate recommendations regarding the faculty member's performance, which are supported by the evidence provided. In addition to the conclusions and recommendations that the evaluator(s) consider appropriate to the evaluation results, the evaluator(s) shall rate the faculty member's overall performance as either satisfactory or unsatisfactory.

A draft of the Summary Evaluation Statement shall be shared during a meeting of the evaluator(s), the faculty member, and a CCCFT representative, if desired by the evaluatee. The evaluatee shall be free to examine this draft of the Statement thoroughly and may question in writing the conclusions and recommendations stated therein.

A final draft of the Summary Evaluation Statement shall be forwarded to the faculty member by the seventh week of spring quarter. The faculty member may submit a written response to the summary. The Summary Evaluation Statement and any faculty response shall be attached together and signed by both parties to verify knowledge of the statement(s) contents. These documents will be submitted to the Vice President by the tenth week of spring quarter. The faculty shall retain a copy, and the Vice President for Student Learning shall receive the original.

11.05 Procedures to Address an Unsatisfactory Evaluation

An evaluatee, whose fourth-year Summary Evaluation Statement rated his or her performance as 'unsatisfactory,' shall collaborate with a Tenured Faculty Assessment Team by the sixth week of the quarter that follows the unsatisfactory evaluation (known as Quarter 1).

The Assessment Team shall either continue from the previous year (if a peer review was used for the fourth year evaluation) or be established according to section 11.06 below (if an administrative review was used for the fourth year evaluation). The Assessment Team shall meet with the evaluatee a minimum of two (2) times each quarter. The committee chair or her/his designee shall take minutes at all meetings. The Assessment Team shall utilize the same general procedure as outlined in section 11.04 above as part of its process. The primary goal of the Assessment Team is to assist the evaluatee in shifting her or his performance to satisfactory.

The evaluatee shall develop, collaboratively with the Assessment Team, a plan of action for improving the evaluatee's overall performance for the ensuing two (2) quarters (known as Quarters 2 and 3) (excluding summer). The initial draft of the action plan shall be completed by the end of the second week of Quarter 2. The action plan may be modified as needed during Quarter 2 by mutual consent of the Assessment Team and the evaluatee.

The Assessment Team shall document areas needing improvement, areas of strengths, and modification to the plan of action as needed. At the end of Quarter 2, the Assessment Team shall provide a summary analysis of less than two (2) pages to the evaluatee and the Vice President for Student Learning.

By the end of Quarter 3, the Assessment Team will prepare a Summary Evaluation Statement, addressing those areas deemed "unsatisfactory" in the original evaluation. Data (as judged appropriate by the Assessment Team) may

be collected from such sources as students, peers, administrator(s), and the evaluatee’s self assessment. If additional unsatisfactory performance issues are identified by the Assessment Team, they will first meet with the evaluatee and provide her/him an opportunity to respond prior to documenting in the Summary Evaluation Statement. The Summary Evaluation Statement draft will be shared with the evaluatee and submitted to the Vice President for Student Learning in the same manner as section 11.04.06 above.

Summary of Timelines if Performance Unsatisfactory

Action	Date	By Whom
Collaborate if performance rated ‘unsatisfactory’	By the 6th week of quarter following assessment (Quarter 1)	Evaluatee & Tenured Faculty Assessment Team
Initial Draft of Action Plan	By the end of the 2nd week of Quarter 2	Evaluatee
Summary Analysis	By end of Quarter 2	Assessment Team
Prepare 2nd Summary Evaluation Statement	By end of Quarter 3 (after assessment year)	Assessment Team

If the evaluatee’s overall performance is rated “satisfactory,” then the evaluatee returns to the regular assessment process and will not be re-evaluated until the following fourth year.

If the evaluatee’s overall performance is still rated as “unsatisfactory,” then the Assessment Team shall forward a copy of all evaluation documentation to the Vice President for Student Learning. After a review of the documentation and the

recommendation of the Assessment Team, the Vice President for Student Learning shall:

- have the evaluatee continue to collaborate with the Assessment Team for a specified number of quarters, or
- develop a plan of improvement with the faculty member that includes outcomes, timeline, and resources available.

11.06 Tenured Faculty Assessment Team Composition, Selection and Training

An Assessment Team will consist of three (3) people:

11.06.01.01 One (1) member of the Student Learning administration appointed by the Vice President;

11.06.01.02 One (1) tenured faculty member, appointed by the CCCFT;

11.06.01.03 One (1) tenured faculty member, requested by the faculty member being assessed. When possible, at least one (1) of the faculty on the Assessment Team shall represent the faculty member's field or a discipline closely related to the faculty member's field.

The administrator will call the first meeting of the Assessment Team, and the members of the Team will select a chair. The College and CCCFT will jointly provide training for members of the Assessment Team in the Tenured Faculty Assessment process.

11.07 Records Disposition

The Vice President for Student Learning shall forward a signed copy of the Summary Evaluation Statement and any attached faculty response to the College President and forward the original signed document to the faculty member's personnel file.

Copies of all material used in the tenured faculty assessment process will be kept in the personnel file, subject to any limitations specified elsewhere within this agreement. The College has the right to retain a copy of any additional optional material provided to the evaluator(s) by the faculty member. Intellectual property rights of individual items shall be determined pursuant to the Intellectual Property Article.

ARTICLE 12: FULL-TIME FACULTY TEMPORARY

12.01 Full-time Faculty Temporary

The College values the important contributions made by temporary fulltime faculty and seeks to recognize this contribution by ensuring that temporary fulltime faculty have the support and guidance needed to fully participate and succeed in the college community. A fulltime temporary faculty member is typically employed as a fulltime temporary replacement for a period of one year (or portion thereof). If necessary, and by decision of the Vice President of Student Learning and approval by CCCFT, a position can be extended to a maximum of two consecutive years. Should the College wish to continue employing a fulltime faculty member in this position beyond two years, however, the position must be converted to fulltime tenure-track and opened to the College's standard competitive application process.

Employment under a fulltime temporary status contract does not count towards a candidate's tenure-track process. Tenure-track assessment begins when a candidate is employed as a fulltime tenure-track faculty.

12.02 Full-Time Temporary Faculty Professional Development

Fulltime temporary faculty shall receive an equal share of professional development funding as do full-time colleagues.

12.03 Assessment of Full-Time Temporary Faculty

The College values the important contributions made by temporary full-time faculty and seeks to recognize this contribution by providing a range of opportunities for assessment and feedback throughout the term(s) of their contracts.

All fulltime temporary faculty in their status as a fulltime temporary faculty, follow the same assessment and evaluation process as associate faculty as described in Article 14, with the following addition:

Fulltime temporary faculty will be assigned two (2) faculty mentors, at least one of whom will be in the discipline in which they teach. These mentors will have the responsibility of conducting at least one classroom observation (total) in each of the first two quarters that the fulltime temporary faculty teaches and will be expected to meet with the fulltime temporary faculty for discussions related to teaching and learning at least once a quarter all year long. While these mentors are not expected to perform the comprehensive assessment and evaluation that tenure-track tenure review committees do, they are expected to assist the temporary fulltime faculty with development in the same areas of concern to those formal committees: teaching and learning, collegiality, and professional development.

The Associate Faculty Administrative Review Process, described in Article 14.03, is to be followed with the modification that should a fulltime temporary position be extended to a second year, that a Dean will conduct an evaluation during the second quarter of that second year.

ARTICLE 13: ASSOCIATE FACULTY & SENIOR ASSOCIATE FACULTY

13.01 Associate Faculty & Senior Associate Faculty

13.01.01 Definitions

An associate faculty member is a part-time faculty member.

A senior associate faculty member is a associate faculty member who has met all of the following criteria:

13.01.01.01 Taught at least three (3) quarters and a minimum of thirty (30) credits, in the last three (3) years

13.01.01.02 Completed a faculty orientation which shall be compensated in accordance with section 13.04

13.01.01.03 Accepts and fulfills the new duties associated with his or her promotion to Senior Associate

13.01.01.04 Submitted a request for senior associate faculty status to the appropriate dean of student learning which shall include the self-assessment as described in 14.02.08.

13.01.01.05 Receives approval of the request for senior associate faculty status from the Vice President of Student Learning.

An associate faculty or senior associate faculty appointment carries with it no promise or expectation of continued employment, and the College maintains its management right to decide whether or not to rehire an associate faculty member. Senior associate faculty are eligible for a multi-quarter commitment

letter. Senior associate faculty maintain their status so long as they remain in the hiring pool.

13.02 Hiring Pool

13.02.01 Hiring Pool

The College shall maintain one (1) official hiring pool list for Associate Faculty that is subdivided by discipline group.

13.02.02 Placement in Hiring Pool

The College reserves the right to enlarge the Hiring Pool by adding new associate faculty who have completed their first quarter of teaching. Associate faculty shall be placed in the Hiring Pool, if appropriate, by the respective Dean at the conclusion of their first quarter of teaching. Associate faculty shall be placed in the Hiring Pool automatically at the conclusion of their second quarter of teaching unless the Dean notifies the employee that s/he will not be placed on the list. Faculty who are not placed in the Hiring Pool following their second quarter are not eligible for course assignments.

13.02.03 Course Assignment based on Hiring Pool

The respective Dean and scheduling lead(s) will work together to create a consistent, transparent, and orderly process that addresses specific course assignment(s) for all Associate Faculty in the Hiring Pool. The process shall be subject to ratification by the College and CCCFT bargaining team.

Final approval and employment contract offers will be made by the appropriate Dean.

13.02.04 Removal from the Hiring Pool

Associate faculty or senior associate faculty may be removed from the Hiring Pool by the appropriate Dean for any of the following reasons:

13.02.04.01 The faculty member has failed to implement an improvement plan generated by his or her evaluation.

13.02.04.02 A faculty member has not taught for the college in six (6) consecutive quarters (excluding summer).

13.02.04.03 The faculty member has failed to implement and complete a plan of correction as part of a disciplinary action.

13.02.04.04 All course assignments that have been offered are turned down by the faculty member for three (3) consecutive quarters (excluding summer quarter).

13.02.05 Eligibility for Listing in Multiple Discipline Groups

Eligibility for listing in multiple discipline groups is established by meeting the required minimum qualifications of a position in the discipline group and being appointed to teach a course in that discipline by the appropriate Dean.

13.02.06 Publication of the Hiring Pool

The Office of the Vice President for Student Learning shall update and publish the official Hiring Pool by September 1 of each year.

13.03 Multi-Quarter Commitment

Senior associate faculty are eligible to be considered for a multi-quarter commitment. A multi-quarter commitment provides assurance of continued employment for the duration of the commitment, subject to the following limitations:

- 13.03.01 Insufficient enrollment
- 13.03.02 Insufficient funds
- 13.03.03 Failure to comply with the laws, rules and regulations of the State of Washington and/or Cascadia Community College.
- 13.03.04 Ability of the senior associate faculty member to meet any certification or discipline requirements for courses open for assignments.
- 13.03.05 The number of Senior Associate Faculty to receive the multi-quarter commitment offer shall be determined by the College. The process for fulfilling multi-quarter commitments is as follows:
1. Senior Associate Faculty who have been assigned and who have agreed to multi-quarter commitments will be informed by end of preceding academic year the minimum number of classes they can expect to teach each quarter in the upcoming year.
 2. As classes are then staffed for those quarters according to the standard process for doing so, Senior Associate Faculty who have multi-quarter commitments will follow the same process for choosing and being assigned classes as other Associate Faculty with the expectation that they will be scheduled for at least the minimum number of classes each quarter as specified in their multi-quarter commitment.
 3. Should a Senior Associate Faculty with a multi-quarter commitment not be offered the minimum number of classes as specified by his or her multi-quarter commitment for a given quarter, he or she will receive the standard cancellation rate of one hundred and fifty dollars (\$150) per course.

13.04 Compensation

13.04.01 Salary and Benefits

Associate Faculty shall receive compensation and benefits pursuant to this agreement.

13.04.02 Associate Faculty Parity

Associate Faculty parity factor refers to money earmarked by the state legislature to improve Associate Faculty salaries in relation to full-time salaries. It is the intent of the College to work towards parity.

13.04.03 Additional Duties Compensation

Associate Faculty will be compensated for additional duties pursuant to the Salaries and Benefits Article.

13.04.04 Compensation for Cancelled Classes

13.04.04.01 Associate and senior associate faculty (excluding full-time faculty who are teaching a moonlight assignment) will be compensated one hundred and fifty dollars (\$150) per course if the course is cancelled or reassigned within seven (7) work days before the scheduled start of the course, and the faculty member does not receive a replacement course;

13.04.04.02 Associate and senior associate faculty (excluding full-time faculty who are teaching a moonlight assignment) will be compensated ninety dollars (\$90) to prepare for a course if it is assigned within five (5) work days of the start of the course.

13.04.04.03 Associate and senior associate faculty whose courses are cancelled after the scheduled start date shall be compensated seventy-five dollars (\$75) plus the salary for the percentage of the course taught.

13.04.05 Compensation for Orientation

New associate faculty members shall be compensated for time spent participating in faculty orientation.

13.05 Other

13.05.01 Pre-Approved Release Time

Associate and senior associate faculty shall be eligible for release time for work-related professional activities when pre-approved by the appropriate Dean.

13.05.02 Public Recognition of Associate Faculty

The names of associate and senior associate faculty in the Hiring Pool will be included on the College's public website. This list will be updated annually by September 1. Faculty may choose to have their names excluded from the published list.

13.05.03 Awards

Associate and senior associate faculty shall be eligible for all College service awards.

13.05.04 Office Hours

Associate and senior associate faculty shall be expected to be available for student consultation pursuant to section 8.05.03 of the Workload and Faculty Responsibilities Article.

13.05.05 Textbook Selection

Associate and senior associate Faculty shall be invited to participate in any discipline or program-wide textbook deliberations. When the faculty within a discipline group have agreed to use a particular textbook for a course, then all faculty members teaching that course shall adhere to that decision. Otherwise, faculty select their own textbooks for their courses. However, if the associate or senior associate faculty accepts an assignment for a class in which the text books have already been ordered, s/he shall accept the pre-ordered text book for the class.

Associate and senior associate faculty may design their own courses in accordance with the curriculum guidelines (i.e., Course Outcome Guide) of the College unless these are discipline decisions, in which case the associate and senior associate faculty member shall be invited to participate in the deliberations and shall adhere to the faculty-driven curricular decisions.

13.05.06 Orientation

Upon initial appointment associate faculty members shall be oriented to the institution and to the discipline, to the curriculum and support services, to the

institution's governance structure, to the CCCFT Faculty contract, and to the department's expectations regarding the successful performance of their duties.

13.05.07 Office Space

Each associate and senior associate faculty shall be provided access to a workspace containing a college-provided computer and phone in order to do curriculum preparation, assessment, and shall be provided conference space that affords the ability to confer with students in a way that protects the student's privacy.

13.05.08 Discipline Meetings

Associate and senior associate faculty shall be invited to participate in discipline meetings and other committees and shall be compensated when pre-approved by the appropriate Dean.

ARTICLE 14: ASSOCIATE AND SENIOR ASSOCIATE FACULTY ASSESSMENT

14.01 Purpose

The purpose for conducting this assessment process is to ensure quality teaching and professional conduct. The Associate and Senior Associate Faculty Assessment and Discipline articles describe separate processes that may address issues concurrently.

14.02 Assessment Process and Documentation

14.02.01 Notification of Evaluation

The College shall communicate in writing the process of evaluation, including general methodologies and timelines to be used, to new associate faculty members within three (3) weeks of the person receiving a contract.

14.02.02 Preparing for Assessment

Upon accepting a teaching assignment at the College, the faculty member will be assigned to a full-time faculty member who shall serve as mentor.

14.02.03 Compensation for Meetings

Associate and senior associate faculty will be compensated at the additional duties rate for any meeting called by the College as part of their evaluation process.

14.02.04 Evaluation Materials

Associate and senior associate faculty will be evaluated using multiple instruments:

14.02.04.01 Course Instructor Evaluations

14.02.04.02 Peer Observations

14.02.04.03 Self-Assessments

14.02.04.04 Administrative Observations

14.02.04.05 Any additional materials that the faculty member wishes to include.

The faculty member being assessed has the right to attach her/his response to any assessment information.

14.02.05 Criteria for Evaluation

Associate and senior associate faculty members will be assessed based on the following criteria:

14.02.05.01 ability to instruct in a learner-centered manner,

14.02.05.02 adherence to an outcomes-based assessment model,

14.02.05.03 effective classroom management, and

14.02.05.04 professional conduct.

14.02.06 Course Instructor Evaluations (CIEs)

Course Instructor Evaluations will be administered as per the Employee Rights Article, section 6.08 in all respective classes for the first three (3) quarters of teaching by the instructor. Thereafter, student evaluations will be administered as per the Employee Rights Article, section 6.08 in at least one (1) course each quarter that the faculty member teaches.

At least once a year, the appropriate Dean for Student Learning will review all submitted CIEs for each Associate Faculty member. If any concerns are found, the respective Dean will discuss her/his concerns with the faculty member.

14.02.07 Peer Observations

During the initial year of teaching, a peer observation will be conducted, preferably within the first quarter of teaching. Thereafter, a peer observation will be conducted once every two (2) years unless the appropriate Dean for Student Learning should deem additional peer observation(s) necessary based upon specific concerns related to the evaluation criteria.

Faculty peer observations shall generally be conducted by a full-time faculty member who shall be designated by the appropriate Dean. This faculty member should be in the same or a closely related discipline as the faculty member being evaluated. As part of their regular workload, full-time faculty may be asked to perform up to three (3) Associate Faculty observations per year.

The designated observer will discuss the results of the peer observation with the faculty member being evaluated. The faculty member may respond in writing to the peer observation and have his/her response attached to the peer observation. A written copy of the peer assessment and any response shall be forwarded to the faculty member and the appropriate Dean for Student Learning.

14.02.08 Self Assessment

Upon receipt of her/his peer observation(s) and CIEs, each faculty member shall use this feedback to complete a reflective, self-assessment of no more than three

(3) pages. The self-assessment shall be submitted to the appropriate Dean for Student Learning by the completion of (30) thirty credits of teaching at Cascadia.

The document should:

- 14.02.08.01 assess the ability to instruct in a learner-centered manner,
 - 14.02.08.02 discuss instruction methods utilized,
 - 14.02.08.03 address the integration of the college-wide learning outcomes in her/his courses,
 - 14.02.08.04 identify strengths and/or areas where faculty performance/growth might be improved, and
 - 14.02.08.05 respond to any other assessments and feedback provided.
- 14.02.09 Administrative Observation

The appropriate Dean for Student Learning may schedule classroom observations to assess the faculty member's teaching and learning. When scheduling classroom observations, the appropriate Dean for Student Learning shall provide the faculty member with written notification of his/her intent at least one (1) week prior to the observation.

The written administrative observation shall be based on the evaluation criteria. A written copy of the observation shall be forwarded to the faculty member. The faculty member may respond in writing to the administrative observation and have his/her response attached to the observation.

14.02.10 Additional Materials

The faculty member may submit additional assessment related materials.

14.03 Administrative Review Process

14.03.01 Timeline

During the third quarter of teaching, an associate faculty member will receive an initial evaluation by the appropriate Dean for Student Learning. Thereafter, the Dean will conduct an evaluation once every three (3) years beginning with the employee's initial anniversary hire date.

14.03.02 Transition Timeline for Current Associate Faculty

To facilitate a smooth transition, the appropriate Dean for Student Learning and the Lead may stagger the start times of the associate faculty assessment process for the first twelve months, after ratification of this contract. A timeline listing the scheduled assessment completion date shall be provided to each associate faculty member, and a complete list shall be sent to the CCCFT by the Vice President for Student Learning or designee.

14.03.03 Administrative Evaluation Statement (AES)

The Dean shall evaluate the faculty member's materials and rate their job performance according to the evaluation criteria. A written administrative evaluation statement shall summarize the Dean's findings, noting any specific concerns and/or commendations. The Dean shall rate the faculty member's performance as either satisfactory or unsatisfactory. If an unsatisfactory rating is

given, the Dean will convey these results, along with the administrative evaluation statement, to the faculty member in a face-to-face meeting.

14.03.04 Missed Evaluation

Twelve months (12) after the implementation of this contract, any associate faculty member not evaluated or not receiving a written copy of the AES by the deadlines shall be presumed to have achieved a satisfactory evaluation.

14.03.05 Distribution of the AES

The AES shall be shared with the faculty member by the seventh week of the quarter in which the evaluation takes place. The faculty member shall have ten (10) work days to sign, date, and return the administrative evaluation statement and any optional response. The faculty member's signature will acknowledge receipt of the administrative evaluation statement; the faculty member's signature does not indicate agreement with the administrative evaluation statement. The AES and any optional response shall be placed in the employee's personnel file at the conclusion of the ten (10) work days, with or without the faculty member's signature. The faculty member and appropriate Dean for Student Learning shall receive a copy, and the Human Resources Office shall retain the original.

14.03.06 Results of the Administrative Evaluation Rating

In accordance with the Associate and Senior Associate Faculty Article, a satisfactory rating from an administrative evaluation shall result in continued placement in the hiring pool. If the faculty member receives an unsatisfactory

rating from an administrative evaluation statement, an improvement plan will be created.

14.04 Improvement Plan

14.04.01 Construction

The appropriate Dean for Student Learning will meet with the faculty member to develop a plan of action for improving the faculty member's performance. If requested by the faculty member, a CCCFT representative may be present at the meeting. The Dean shall provide a specific list of concerns to be addressed and a timeline for completion. The Dean and the faculty member shall collaborate to develop a list of activities to resolve the concerns, and the outcomes and criteria used to assess the completion of the plan.

14.04.02 Timeframe for Establishing the Improvement Plan

The improvement plan will normally be established and in place prior to the end of the term in which the faculty member received the unsatisfactory rating from the administrative evaluation.

14.04.03 Suspension from and Reinstatement to the Hiring Pool

If the Dean and the faculty member are not able to agree upon an improvement plan within the timeframe or if the outcomes of the improvement plan are not completed within the timeline given in the plan, the Dean may suspend the associate faculty member from the hiring pool.

Upon successful completion of an improvement plan, a Associate Faculty member suspended from the hiring pool shall be reinstated to said list.

14.05 Process for Current and Returning Employees

Any associate faculty member shall begin this assessment process with the administrative evaluation if all of the following conditions apply:

- 14.05.01 currently employed by the college at the ratification of this contract,
- 14.05.02 who has taught a class for the College each quarter for at least the last six (6) consecutive quarters at the time of the ratification of this contract (the faculty member will indicate in writing if he/she chooses to include summer quarters in this calculation), and
- 14.05.03 who has a record of at least one (1) peer observation by a Teaching and Learning Lead or designee on file.

If a peer observation has not been completed within two (2) years, they shall be required to initiate a peer observation within one (1) year of this contract being ratified. Associate faculty members who do not meet the above criteria shall begin the process as listed in section 13.02, as if they were a new associate faculty member.

14.06 Process Timeline

Assessment timelines will parallel the faculty member's employment at the College. If the faculty member is not employed by the College during any given quarter, excluding summer quarter (unless this is the ONLY quarter in which the

person teaches), the assessment process shall resume where it ended during the last period of employment upon this faculty member's return to the college. If a Associate Faculty member is not employed by the College for a period of six (6) consecutive quarters, excluding summer, he/she will begin the assessment process at the beginning as if he/she was a newly hired Associate Faculty member.

14.07 Records Disposition

The appropriate Dean for Student Learning shall maintain a signed copy of the administrative evaluation statement, improvement plan (if initiated) and any attached faculty response and forward the original signed document to the faculty member's personnel file.

The administrative evaluation statement, improvement plan and any faculty response shall be considered an official Human Resources record and be maintained in the faculty member's personnel file in accordance with the Employee Rights Article, section 6.09.

The College has the right to retain a copy of any additional optional assessment-related material provided to the Dean for Student Learning and/or the Faculty Lead by the faculty member being evaluated. Intellectual property rights of individual items shall be determined pursuant to the Intellectual Property Article.

ARTICLE 15: LEAVE PROVISIONS

15.01 Absences and Leaves

Faculty shall meet with all scheduled classes except in cases of absence due to illness, injury, bereavement or emergencies. In case of any such absence from the College during normal working hours, a faculty member shall notify her/his appropriate Dean as soon as possible. For absences arranged in advance and authorized through submission of the appropriate documentation, the authorization shall constitute sufficient notification. All leave in this article must be approved by the College.

15.02 Leave Accrual

15.02.01 Full-time Faculty Leave

A full-time faculty member accrues eight (8) hours of leave per month for the period of September 1 through August 31. Upon initial employment, a full-time faculty member shall be credited with a total of ninety six (96) compensable hours on the first day of the annual appointment, pro-rated for any contract less than the full one hundred and seventy two (172) day contract.

Thereafter, continuing full-time faculty will accrue eight (8) hours of leave at the start of each month of employment while on contract. Full-time faculty issued an annual contract shall also accrue sixteen (16) hours of compensable leave during the non-contracted months of July and August. In the event of a separation, leave will accrue until the date of separation.

15.02.02 Associate Faculty Leave

Upon the initial quarter of employment, a Associate Faculty member will be credited with the full number of hours leave entitled for that quarter. Following the initial quarter, associate and senior associate faculty shall accrue leave monthly as follows:

Fall Quarter

Eight (8) hours of compensable leave multiplied by the FTEF percentage up to one hundred percent (100%) is accrued each month in September, October, November and December.

Winter Quarter

Eight (8) hours of compensable leave multiplied by the FTEF percentage up to one hundred percent (100%) is accrued each month in January, February, and March.

Spring Quarter

Eight (8) hours of compensable leave multiplied by the FTEF percentage up to one hundred percent (100%) is accrued each month in April, May and June.

Summer Quarter

Associate and senior associate faculty working summer quarter accrue sixteen (16) hours of leave multiplied by the respective FTEF percentage up to one hundred percent (100%) for each summer quarter taught.

15.02.03 Limitation on Leave Accrual

Faculty can accrue a maximum of ninety-six (96) hours pro-rata annually.

15.02.04 Compensable Leave Accumulation

Compensable leave continues to accrue during a faculty member's employment and carries forward each year. There is no limit as to the amount of leave an employee can accumulate.

15.03 Attendance Incentive

Pursuant to RCW 28B.50.553, compensable leave can be cashed out following:

15.03.01 Any calendar year in which the compensable sick leave balance exceeds four hundred and eighty (480) hours . Faculty may elect to convert to cash any unused hours of compensable leave that were accrued during the previous year.

Procedures shall be consistent with the State Administrative and Accounting Manual (SAAM).

15.04 Notification and Use of Leave

Any time an employee wishes to use leave, the employee must notify his or her appropriate Dean for Student Learning as soon as reasonably possible. The Dean shall notify the Director of Human Resources or designee if the faculty member's leave involves any of the following:

15.04.01 Absence of five (5) or more consecutive days for full-time faculty or two (2) consecutive teaching days for Associate Faculty

15.04.02 Medical certification

15.04.03 Placement into leave without pay status

15.05 Leave Deductions

Deductions from accrued leave shall be charged against compensable leave until such leave is exhausted. Thereafter, charges shall be made to non-compensable leave until exhausted; provided, however, that all leave utilized under the Family and Medical Leave Act (see section 15.12) shall be charged first to non-compensable leave until such leave is exhausted.

15.05.01 Full-time Faculty

For full-time faculty, leave shall be deducted on a day-for-day basis. For absences of less than a day, the deduction shall be prorated based upon the percentage of professional workweek missed. Per the Workload and Faculty Responsibilities Article (section 8.05.01), a full-time faculty professional workweek shall consist of an average of forty (40) hours per week.

15.05.02 Associate Faculty

For Associate Faculty, leave shall be deducted on a contact hour basis. For the purpose of calculating the amount of leave charged for an absence, the individual's quarterly FTEF and her/his class schedule shall be used in the determination of leave.

15.06 Full-time Faculty Leaves of Absence

Leave of absence shall mean approved absence from duty without pay. It is

recognized that leaves of varying length are sometimes necessary; however, a leave of absence will not normally exceed one (1) calendar year. An approved leave of absence shall provide full-time faculty members with assurance of reemployment without loss of benefits; however, benefits and seniority shall not accrue during a leave of absence. All leave requests will be evaluated on the merits of the request and the best interests of the College. A leave of absence may include, but not be limited to:

- 15.06.01 Advance study or creative activity related to her/his discipline
- 15.06.02 Foreign or domestic exchange teaching (unless reciprocal salary arrangements exist)
- 15.06.03 Serving as an officer or staff member of a professional organization, or appointment or election to a political or public office
- 15.06.04 Professional improvement through study of actual conditions in public or private service as a faculty member or intern
- 15.06.05 Professional consulting, adjudicating, or research activities

Requests for a leave of absence without pay shall generally be submitted to the President by March 1 of each year for the coming academic year.

15.07 Illness/Injury/Disability/Emergency/Bereavement/ Professional Leave

- 15.07.01 Illness/Injury/Disability/Emergency Leave

Leave is available in cases of illness, disability or injury to the faculty member or faculty member's immediate family or household. Such leave shall be deducted

from accumulated sick leave or granted as unpaid leave to the extent the leave exceeds accumulated leave.

For any leave (including leave under FMLA) for illness, disability, or injury which requires an absence of more than five (5) days, the employee may be required to provide documentation to the Office of Human Resources from a licensed medical provider of the necessity for the absence. Such medical documentation shall include sufficient information to determine that the employee is unable to perform the essential functions of his/her position and include the date on which the condition or treatment began and the probable duration of the condition.

Leave with pay for other emergencies may be granted with the approval of the appropriate Dean for Student Learning.

15.07.02 Bereavement Leave

Faculty may take up to three (3) days leave with pay per occurrence of a death in the immediate family as defined below. Such leave shall be deducted from accumulated sick leave or granted as unpaid leave to the extent the leave exceeds accumulated leave. Up to two (2) additional days of Bereavement Leave may be taken and deducted from accumulated sick leave (or granted as unpaid leave) upon approval of the Vice President for Student Learning.

The immediate family shall mean the faculty member's spouse or domestic partner and the faculty member's or spouse/partner's parent(s) (including step or adoptive parents), sibling(s) (including step or adoptive siblings), child(ren) (natural, step or adoptive), grandparent(s), daughter-in-law(s), son-in-law(s),

grandchild(ren); any person living in the immediate household, or others with a substantially similar relationship to the faculty member.

15.07.03 Professional Leave

The College encourages faculty to attend state, regional, and national meetings of their professional organizations or to visit institutions/companies related to their academic discipline or occupational specialties. Professional Leave is considered a privilege and is granted at the discretion of the College. It is neither accumulated nor deducted from other leaves to which the faculty member is entitled. Nor, if granted, does the faculty member suffer a salary reduction. Requests for professional leave shall be submitted to the Vice President for Student Learning or designee at least ten (10) days prior to the meeting or activity, or as soon as possible if the faculty member has less than ten (10) days notice.

15.08 **Transferability**

Accumulated compensable leave may be transferable from one Washington State community college district to another Washington State community and technical college and other state or local agencies in accordance with applicable statutes or bargaining agreements. Leave for Associate Faculty transferring into the College shall be computed on the basis of one (1) day equals eight (8) hours. Associate Faculty may transfer compensable leave balances from other colleges or agencies in accordance with state law when Cascadia Community College becomes the sole employer. Accumulated, non-transferred, leave may be reinstated when s/he returns to the College in accordance with applicable statutes.

15.09 Exhaustion of Benefits

Faculty members absent beyond the total number of hours of accrued leave shall have their pay deducted at the same hourly rate as provided in section 14.03.04 or section 14.03.05 as appropriate. At no time shall a faculty member receive compensation in excess of time worked, as stated in the Salaries and Benefits Article.

Pay Deduction Calculation Example: (As per sections 14.03.04 and 14.03.05)

Full-time Faculty		Associate Faculty Example	
Annual Salary	\$45,000	100% Quarterly Salary	\$9,345
Total No. of Contract Days	172	Total No. of Instructional Days	51
Hourly Rate	\$32.70	Hourly Rate	\$22.90
Percent (%) FTEF	100%	Percent (%) FTEF	50%
Annual Salary	\$45,000	Quarterly Salary	\$4,673
Number of instructional days absent beyond the total accrued leave	10	Number of instructional days absent beyond the total accrued leave	10
Number of instructional hours absent beyond the total accrued leave	80	Number of instructional hours absent beyond the total accrued leave	40
Pay Deduction	\$2,616	Pay Deduction	\$916

15.10 Conditions for Paid Leave and Unpaid Leave

15.10.01 Paid Leave

Faculty will continue to accrue benefits and privileges (i.e., seniority, sick leave eligibility) for those days that they are on paid leave. The College will also keep in force the insurance plans for which the faculty member is eligible. The College agrees to reinstate the faculty member in the former position or an equivalent position at the end of the leave except in cases of reduction in force applications affecting the faculty member's position. Any salary entitlements that would have been earned while in active status shall accrue to the employee. The employee will continue to pay their share of insurance in order to maintain insurance plans.

15.10.02 Leave Without Pay

Upon return from leave without pay, the faculty member is guaranteed first opportunity for an appropriate equivalent position, except for reduction in force applications affecting the employee's position. Benefits accrued prior to a leave without pay shall be retained by the faculty member upon return provided the position is equivalent. A faculty member granted a leave without pay shall have the opportunity of keeping any contributory insurance plans in force, during leave, by making pre-arrangements consistent with provisions of Washington State Health Care Authority - HCA.

15.11 Substitutes

Faculty shall request approval for a paid substitute from the appropriate Dean for Student Learning. If approved by the Dean for Student Learning, the paid substitute will be given a part-time hourly faculty assignment corresponding with

the substitution. Nothing herein shall be construed to require the College to provide substitutes or to compensate faculty members for replacing one another except in unusual circumstances approved by the appropriate Dean for Student Learning.

15.12 Family Medical Leave (FML)

15.12.01 Under the provisions of the Family Medical Leave Act (FMLA), eligible faculty are entitled to up to a total of twelve (12) weeks of unpaid leave in any twelve (12) month period for any of the following:

15.12.01.01 Parental leave to care for a newborn or newly placed adopted or foster child.

15.12.01.02 Personal medical leave if, due to the faculty member's own serious health condition, the faculty member is unable to perform the functions of his/her position.

15.12.01.03 Family medical leave to care for a spouse, domestic partner, child, or parent who has a serious health condition.

15.12.01.04 A qualifying exigency, as defined by the Department of Labor, arising from the fact that the spouse, or a son, daughter or parent of the employee is on active duty in the Armed Forces in support of a contingency operation.

15.12.01.05 Servicemember Family Leave will be provided to an eligible employee who is the spouse, child, parent, or next of kin to a covered servicemember to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered servicemember who is suffering from a serious illness or injury in the line of duty.

Procedures for FML shall conform to the provisions of the Family Medical Leave Act (FMLA) and college administrative procedures.

15.13 Parental Leave

Parental leave may be granted to eligible faculty members for the purpose of bonding with the faculty member's newborn or adoptive child. An eligible faculty member may be granted a leave of absence for up to one (1) year. Thereafter, the faculty member is entitled to return to the same position the faculty member held when leave started or to an equivalent position with equivalent salary, benefits, and other terms and conditions of employment.

When applicable, parental leave must first exhaust any FMLA leave for which the employee is eligible and thereafter may consist of a combination of accrued sick leave or leave without pay at the faculty member's choice. Benefits and seniority shall not accrue during leave taken without pay. Parental leave may be denied only for operational necessity. Parental leave may be taken up to four (4) months past the birth or placement of the child and must be used within a year of birth or placement.

To be entitled to leave under this section, the leave must have been approved in advance by the Vice President for Student Learning or designee. The leave approval shall include the approximate time the faculty member expects to return to work. Within thirty (30) days after childbirth or placement, the faculty member shall inform the college of the specific day s/he expects to return to work. The College shall then inform the faculty member as to the effective date of return provided

the date is not before the approximate date of return, unless agreed to by both parties.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and subsequent recovery are, for all job-related purposes, temporary disabilities and will be treated as such under the leave plan. Employment policies and practices involving matters such as the availability of extension of leave time, the accrual of benefits and privileges, and payment under any health or temporary disability insurance or sick leave plan, shall be applied to a disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

15.14 Medical Certification

15.14.01 If there is cause to believe that a faculty member has a contagious disease or a physical or mental illness that would substantially interfere with the employee's job performance, or that would present a danger to the health or safety of other employees, students, or the public, the employee may be required to obtain medical certification of his or her ability to continue regular duties. This may also include the release of medical records sufficient to establish the employee's ability to continue on the job with reasonable accommodation. The College may obtain a second medical opinion at the College's expense. If the President or designee, on review of these documents and in consultation with the employee determines that reasonable accommodations cannot be made, the employee will be placed on leave until accrued leave is exhausted and then on leave of absence without pay for reasons of health.

15.14.02 In cases of injury or illness of more than five (5) days, the faculty member may be required to submit a statement from a licensed health care provider to the appropriate Dean for Student Learning confirming the medical need for absence from the job and expected date of return to duties.

15.15 Leave From Duties Due to Health-Related Issues

15.15.01 Any faculty member may, at the discretion of the President or designee, be granted a leave of absence without pay for reasons of health-related issues, such leave to be normally specified for a period of not less than three (3) months nor more than two (2) years including the twelve workweeks granted under section 15.12 Family Medical Leave of this article. Such leave may be extended in cases of serious health conditions, but all such leave may not generally exceed a maximum of two (2) years.

15.15.02 A statement from a licensed health care provider to the appropriate Dean for Student Learning confirming the medical need for absence from the job and expected date of return to duties may be requested prior to approval.

15.15.03 A faculty member who is unable to return to work because of a health-related issue and whose sick leave is exhausted may have her/his leave status converted by the President or designee to unpaid leave for a period of up to two (2) years.

15.15.04 The faculty member will inform the college three (3) months (or one (1) quarter) prior to the end of the leave of their intent to return.

15.15.05 Upon return to work, the faculty member may be required to file a written statement from a physician certifying the ability to return to full-time service.

The College may designate a physician. Any costs related to obtaining medical certification required by the college in this circumstance will be paid by the College.

15.15.06 Benefits and seniority shall not accrue during leave taken without pay.

15.16 Shared Leave

Washington State's Shared Leave Program allows state employees to donate part of their accumulated leave to co-workers whose regular paid leave has been depleted because of extraordinary illness or injury. Cascadia's Shared Leave Program, administered by the Office of Human Resources, is applicable to full-time and Associate Faculty members who accrue leave. Key elements of the program include eligibility and approval requirements, limits on leave donations, and leave calculation procedures to meet agency and state cost accounting requirements. Procedures shall be consistent with the State Administrative and Accounting Manual (SAAM) and college procedures.

15.17 Chemical Dependency Illness

The state and Cascadia Community College each recognize chemical dependency as a treatable illness.

15.17.01 As an employer, the College's concern with chemical dependency is strictly limited to its effect on a faculty member's job performance or on-the-job behavior. There is no intent to intrude upon the private life of any faculty member. For the purpose of this procedure, chemical dependency is defined as an illness produced by repeated use of alcohol or other drugs resulting in an inability

to perform assigned work satisfactorily or in unacceptable behavior on the job. It is intended that implementation of this procedure will not require any special regulations, privileges, or exemptions from the standard administrative practices applicable to job performance requirements.

15.17.02 Supervisors are not expected to act as counselors, nor use their observation of behavioral changes or performance deficiencies to diagnose problems of alcohol or drug abuse. The supervisor's role is to document deficiencies which have not responded to normal supervisory corrective action.

15.17.03 Any faculty member suffering from chemical dependency will receive the same consideration and benefits presently extended to faculty members having any other illness, including the use of leave, if necessary, to actively engage in an appropriate program of treatment. It is expected that a faculty member with chemical dependency will seek appropriate treatment for the illness. Records pertaining to chemical dependency shall be kept in separate confidential files, for purposes allowed by the Americans with Disabilities Act, Family Medical Leave Act, and other pertinent laws and regulations. No faculty member shall have job security or promotional opportunities jeopardized solely by seeking treatment of the illness.

15.17.04 The responsibility to correct unsatisfactory job performance or behavior resulting from an apparent chemical dependency problem rests with the employee. Failure to do so, for whatever reason, will result in appropriate corrective or disciplinary action as determined by the College. Faculty members who suspect they may have a chemical dependency problem, even in its early stages, should voluntarily seek

information and counseling and, when indicated, follow through with prescribed treatment.

15.18 Leave from Duties Due to Court Summons

Full-time faculty members called for jury duty, or who are subpoenaed to testify in a legal proceeding, shall be granted leave with pay except when the faculty member is a party to such proceeding. Such leave must be submitted on a leave request form via the appropriate Dean for Student Learning to the Office of Human Resources. The "Jury or Civil" box should be checked, and a copy of the court summons or subpoena attached. Compensation received for such civil duty during scheduled work days shall be retained by the faculty member.

15.19 Military Leave

Military leave shall be granted to faculty members in accordance with applicable federal and state laws.

15.20 Personal Leave

A full-time faculty member shall be entitled to use up to one (1) leave day per instructional year for personal leave. The leave shall be deducted from either the compensable or non-compensable leave balance at the request of the faculty member. This allowance is not intended to increase leave accrued under section 15.02 of this article.

The faculty shall notify the appropriate Dean for Student Learning of the intended personal leave. The Dean for Student Learning may require the presence of faculty on campus based on the interest of the institution.

15.21 Reimbursed Expense Leave

The College recognizes the need for off-campus activities that are in the interest of the College and will improve educational services to the students of the College. Upon approval of the President or designee, leave may be granted without loss of pay for attendance at meetings at which the College should be represented. Travel expenses may be allowed for this purpose within the limits of the budget and state reimbursement rules.

15.22 Sabbatical Leave

15.22.01 Sabbatical leaves are granted to eligible members of the faculty for the purpose of providing opportunities for study, scholarly activities, and creative activities for the enhancement of the College's instructional programs. The applicant is required to submit a plan outlining the purpose of the leave and how the time will be spent. The recipient shall return to the College following completion of such leave for a period commensurate with the amount of the leave so granted.

15.22.02 The granting of sabbatical leave shall be contingent upon approval by the Board of Trustees and a signed contractual agreement between the President (on behalf of the Board), and the recipient stating that the recipient shall return to the college following her/his completion of such leave and serve in a professional status for a period commensurate with the amount of leave so granted. Failure to comply with the provisions of such signed agreement or written modification thereof shall constitute an obligation of the recipient to repay to the institution any remuneration received from the institution during the leave.

- 15.22.03 A tenured faculty member may apply for his or her first sabbatical leave after completing at least nine (9) quarters following tenure, not including summer quarters, quarters of approved leave or temporary annual appointment quarters at Cascadia Community College. Subsequent sabbatical leave may be requested after 15 quarters, not including summer quarters, following the preceding sabbatical.
- 15.22.04 While on remunerated sabbatical, leave is accrued at the same percentage rate as salary.
- 15.22.05 Should a sabbatical leave be interrupted by the death of the employee, the estate will not be held liable for the salary paid. Should an individual become disabled while on leave, to the extent that the employee is physically unable to resume duties for the College, the employee will not be held responsible for repayment of the salary received.
- 15.22.06 No later than the end of the first quarter after returning to the College, recipients of sabbatical leave must submit a written report to the Vice President for Student Learning concerning the value of the leave to the person and to the College. Once approved, the report is forwarded to the President for approval. The report is then submitted to the Board of Trustees for information.
- 15.22.07 Recipients should recognize that accepting a sabbatical leave constitutes making a contract with the College to perform the activities identified in the approved proposal; and they should be aware that based upon that agreement, the College normally issues an employment contract for a replacement. Should recipients subsequently be unable to perform the approved activities, there is no assurance

that they will be able to return to their College duties for that period. A mutually agreed-upon alternative program of activity will be developed.

15.22.08 Pursuant to RCW 28B.10.650, the remuneration from state general funds and general local funds for any sabbatical leave granted for any academic year shall not exceed the average of the highest quartile of a rank order of salaries of all full-time teaching faculty holding academic year contracts or appointments at the college.

15.22.09 Maximum paid sabbatical will be one (1) year. Remunerated professional leaves for a period of less than an academic year shall be compensated at rates not to exceed a proportional amount of the average salary as otherwise calculated for the purposes of section 14.22.08 . Salary for sabbatical leave will be as follows:

15.22.09.01 Faculty approved for sabbatical leave for one (1) quarter will receive one hundred percent (100%) of the total pro-rated annual salary.

15.22.09.02 Faculty approved for sabbatical leave for two (2) quarters will receive eighty percent (80%) of the total pro-rated annual salary.

15.22.09.03 Faculty approved for sabbatical leave for three (3) quarters will receive sixty percent (60%) of the total pro-rated annual salary.

15.22.10 The aggregate cost of remunerated sabbatical leaves awarded by the college during any year, including the cost of replacement personnel, shall not exceed one hundred and fifty percent (150%) of the full salary of those who have been granted sabbatical leave.

15.22.11 Pursuant to RCW 28B.10.650 if there are fewer than seventy-five (75) full-time faculty members employed at the college, and fewer than three (3) individuals

have been granted remunerated sabbatical leave in any given year, the hundred and fifty percent (150%) limit does not apply.

15.22.12 Pursuant to RCW 28B.10.650 the average number of annual remunerated professional leaves awarded at the college shall not exceed four percent (4%) of the total number of full-time equivalent faculty, as defined by the Office of Financial Management, who are engaged in instruction.

15.22.13 Sabbatical Leave Committee. The Professional Development for Faculty Committee (See the Professional Development for Faculty Article) will serve as the College's Sabbatical Leave Committee, for the purpose of making recommendations to the Vice President for Student Learning regarding the granting of sabbatical leave.

15.22.14 Committee/Presidential Procedures. The committee shall call for written applications from eligible academic employees to be received by January 15. In selecting sabbatical leave candidates to recommend to the Vice President for Student Learning, the committee will base its decisions exclusively upon the criteria given below. The committee shall make a written recommendation of its candidates with supporting documentation to the Vice President for Student Learning no later than February 15. Copies of this written recommendation shall be sent to the President.

15.22.15 Applicant Procedures. An applicant for sabbatical leave shall submit an application to the chairperson of the Professional Development for Faculty Committee by January 15 of the academic year preceding the proposed leave. The applicant shall notify the committee chairperson of any significant change of

plans should such a change occur during the selection process or subsequent to it. After recommendations have gone to the President, the recommended finalists must notify the President of any change of plans or changes to the application.

15.22.16 Criteria for Selection. The Professional Development for Faculty Committee shall use four (4) criteria for selection of academic employees to receive sabbaticals:

15.22.16.01 the merit of the sabbatical project in relation to the applicant's professional development plans,

15.22.16.02 the applicant's current and previous contributions to the college community,

15.22.16.03 the proposal's relevancy to the College's strategic plan, and

15.22.16.04 whether or not the applicant has had a previous sabbatical. In instances where these criteria are equal, seniority shall be the determining factor.

15.22.17 Committee Recommendation. The committee shall review written sabbatical leave proposals and make recommendations to the Vice President for Student Learning, who recommends to the College President. The committee recommendations may be ranked.

15.23 Special Leave Considerations

Efforts will be made to give special consideration in terms of either Sabbatical Leave or Leave of Absence without pay to faculty members who, due to enrollment difficulties, program obsolescence or financial exigency, are threatened with reduction-in-force and who wish to re-train for another position currently available or planned to be available in the institution.

ARTICLE 16: PROFESSIONAL DEVELOPMENT PROVISIONS

16.01 Statement of Principle

The College affirms that continued professional and personal growth of individual faculty and staff members and professional and program development are fundamental to improving the total effectiveness of the College. The college environment should encourage individual responsibility in the pursuit of these objectives. Activities to facilitate faculty development and support faculty professional development outcomes may include:

- 16.01.01 in-service training;
- 16.01.02 faculty retraining opportunities;
- 16.01.03 attendance at workshops, conferences, retreats, seminars;
- 16.01.04 multicultural awareness related activities;
- 16.01.05 internship and apprenticeship experiences;
- 16.01.06 visitation and/or faculty exchanges;
- 16.01.07 release time and leaves;
- 16.01.08 institutional research projects;
- 16.01.09 curriculum development projects;
- 16.01.10 and special-needs students training.

16.02 Faculty In-Service Training Provisions

Both the CCCFT and the College support the concept of faculty development, retraining, and in-service training. The College agrees to continue existing levels of support for the Teaching and Learning Academy (TLA) and the level of service provided to faculty through Employee Learning Institute (ELI) contingent upon budgetary and fiscal limitations. When faculty serve as the appointed College representative to a statewide group, e.g., commissions, councils, taskforces, etc., the College shall fund these activities separately from professional development contingent upon budgetary and fiscal limitations.

16.03 Professional Development Outcomes

Each full-time faculty member shall establish a set of professional development outcomes in accordance with the Workload Article and either the Tenure Article or Tenured Faculty Assessment Article, as appropriate, and in consultation with the faculty member's immediate supervisor. Professional development outcomes may be updated annually as appropriate. For the purposes of this article full-time faculty shall be defined as currently employed tenured or tenure track faculty. Associate or senior associate faculty shall be defined as currently employed faculty who are not full-time faculty.

16.04 Full-Time Faculty Funding

A minimum of twenty thousand dollars (\$20,000) per fiscal year shall be allocated for full-time faculty professional development. Each faculty member shall be granted a per-faculty allocation equal to the total full-time faculty professional development funding divided by the number of full-time faculty at the beginning of the fall quarter or seven hundred and seventy-five dollars (\$775),

whichever is greater. Each full-time faculty member shall prepare a proposal that specifies the intended use of their per-faculty allocation appropriate to their professional development outcomes. The proposal shall be forwarded to the appropriate Dean for Student Learning by November 15 of each year. By December 1, the Dean will review and approve proposals that are consistent with faculty members' professional development outcomes as developed under the Tenure, Tenured Faculty Assessment and Workload Articles of this agreement.

16.05 Associate and Senior Associate Faculty Funding

The College will budget an additional five thousand five-hundred dollars (\$5,500) annually to support associate and senior associate faculty professional development. Associate and senior associate faculty proposals for professional development funding shall be submitted to the Professional Development Committee for Faculty between December 1 and April 1. Use of funds shall be consistent with the guidelines described in section 16.07 of this article. Associate and senior associate faculty who are not currently employed by the College and who have taught a total of three (3) quarters within a six (6) consecutive quarter period at the College may request Professional Development funding for development that directly relates to future teaching activities at the College.

16.06 Supplemental Funding Pool

The supplemental funding pool shall consist of the remaining uncommitted funds and/or unused funds from initial faculty allocations. Committed funds are those that are to be used by a faculty member in his or her approved, per-faculty allocation proposal. Unused funds are those that are committed for use but not

spent at the conclusion of an approved faculty development activity. Any per-faculty allocation not committed by December 1 shall become part of the supplemental funding pool.

16.07 Appropriate Use of Funds

All use of professional development funds must be consistent with applicable RCW's, WAC's and the Office of Financial Management rules for use of state funds and the following criteria:

- 16.07.01 Pursuant to state regulations and guidelines, uses may include:
 - 16.07.01.01 Costs related to attendance at workshops, conferences, courses or seminars (e.g., registration, travel, lodging, per diem).
 - 16.07.01.02 Purchases of professional development materials such as videos, publications or other materials designed to assist faculty with professional development. Any purchase of software must receive approval from the Information Technology office prior to purchase.
 - 16.07.01.03 Membership(s) in professional organizations.
 - 16.07.01.04 Costs associated with acquiring or maintaining vocational certification or other professional licenses related to the faculty member's discipline.
 - 16.07.01.05 Entrance fees for artistic events, performances, or exhibitions requested by arts faculty, when directly related to the employee's assignment and approved by the appropriate Dean for Student Learning.
- 16.07.02 Any materials purchased are the property of the College.

16.07.03 Funds do not carry over from year to year and must be expended by the close of each fiscal year.

16.08 Professional Development for Faculty Committee

The Professional Development for Faculty Committee shall allocate funds from the supplemental funding pool based on supplemental funding proposals. The Committee will also allocate the associate and senior associate faculty professional development funds based on funding proposals from associate and senior associate faculty. The Professional Development for Faculty Committee shall consist of three (3) faculty members elected by the CCCFT, and two (2) administrators selected by the College President, of which at least one (1) should be an instructional administrator. The Committee shall elect its chair at the first meeting of the academic year.

The Professional Development for Faculty Committee shall receive proposals for supplemental faculty professional development funding and associate or senior associate faculty professional development funding between December 1 and April 1. Evaluation criteria for the proposals shall be disseminated by the Committee to all faculty before November 1. The Committee shall evaluate the applications and will recommend the level of funding for each proposal to the Vice President for Student Learning or designee for her/his review and approval. The Committee will notify the faculty member of its recommendation, including, if necessary, a rationale for declining to recommend funding. The Vice President for Student Learning or designee shall notify the Committee and the faculty member of his or her decision regarding each recommendation, including, if

necessary, a rationale for the decision to deny funding. The Committee shall complete all funding recommendations for expenditures charged against the fiscal year by May 1 of that year.

ARTICLE 17: INTELLECTUAL PROPERTY RIGHTS

17.01 Ownership Rights

17.01.01 Faculty Ownership

A faculty member(s) shall be assigned the right to ownership of materials, processes, or inventions if:

17.01.01.01 created on his/her own time, outside the contracted scope of the faculty member's employment with the College, and

17.01.01.02 created with de minimus support of the College and/or its facilities and equipment in accordance with the Ethics in Public Service Act and provided the College incurs no additional cost for the use of such.

17.01.02 College Ownership

The College shall be assigned the right to ownership of materials, processes, or inventions if:

17.01.02.01 the materials, processes, or inventions were commissioned and paid for by the College via stipends, grants or other College funds, or

17.01.02.02 the work resulting in the materials, processes, or inventions was performed by the faculty member within his or her contracted scope of employment, including the preparation of course materials.

17.01.03 Contractually Assigned Ownership

A written agreement shall be entered into by the College and faculty member(s) prior to materials, processes, or inventions being produced with the use of state resources beyond de minimus use. The written agreement shall designate the percent of ownership vested in the respective person(s) or entity(ies) and the College when ownership is shared.

If it comes to the attention of the College that the use of state resources went beyond de minimus use and there is no prior written agreement, ownership will default to the College unless the College and faculty member(s) agree in writing on ownership of such work.

17.01.04 Shared Ownership

Based on the percentage of ownership in the written agreement, shared ownership includes, but is not limited to, a right to royalties, to make derivative works, and to assert ownership rights against an infringer.

17.02 Copyright Registration

Except as otherwise provided in a separate agreement negotiated per section 17.01.03 , the party(ies) assigned the right to ownership of intellectual property shall bear the responsibility for registration of the ownership interest. The written agreement shall specify who is responsible for copyright registration when there is shared ownership between the College and a faculty member(s).

17.03 Royalty Distribution

17.03.01 Single Party Ownership

Royalty distribution rights shall parallel the ownership of the intellectual property. The party with full ownership rights retains full royalty distribution rights.

17.03.02 Shared Ownership

Unless otherwise specified in the written agreement, if the College and faculty member(s) share ownership of intellectual property, royalty distribution rights

shall be as follows: one hundred percent (100%) of royalties or other profits shall be distributed to reimburse the College and/or faculty member(s) for documented expenses of creation and production of the material. Reimbursements shall be divided proportional to the documented expenses until all such expenses are completely reimbursed. The remainder of any royalties or other profits shall be distributed fifty percent (50%) to the College and fifty percent (50%) to the faculty member(s) who share the ownership rights.

17.04 Resolution of Ownership and Royalty Distribution Conflicts

Issues of ownership of intellectual property and royalty distribution rights involving both the College and the faculty member(s) under the provisions of this article shall be resolved in advance and in writing by all parties whenever possible.

17.05 Role of the CCCFT

The faculty member(s) may request that the CCCFT be present when meeting with the College representative to discuss ownership rights relating to intellectual property.

17.06 Use of Copyrighted Instructional Materials

17.06.01 Faculty Members Usage of Their Own Instructional Materials

A faculty member shall be allowed the use of any copyrighted instructional materials and derivative works that he or she created, regardless of who retains the copyright assignment, at no cost to the faculty member. However, if the faculty member is receiving compensation for his or her materials that are jointly

owned, the process for distributing reimbursements first will follow section 16.03 in this Article. If a faculty member(s) wishes to assign his/her book(s) to his/her own classes when receiving royalties for said book(s), they must first have their request reviewed and approved by a faculty review committee appointed jointly by the CCCFT and the College. In addition, any monetary gain received from using said book(s) with his/her Cascadia class(es) must be donated to the Cascadia Community College Foundation or other non-profit organization as mutually agreed upon by the CCCFT and the College.

17.06.02 College Use of Instructional Materials Created for a Course

The College shall be allowed to use copyrighted instructional materials and derivative works in credit and non-credit courses offered by the College for which the material was created, regardless of who retains the copyright assignment, at no cost to the College. However, if the College is receiving compensation for the copyrighted materials that are jointly owned distribution of reimbursement will follow section 17.03 in this Article.

ARTICLE 18: DISCIPLINE

18.01 General Framework for Faculty Discipline

The College shall seek to resolve matters of concern regarding faculty behavior informally whenever possible. Discipline will be only for just cause and will be progressive as appropriate to the specific facts of the case and except as reasonably necessary to ensure effective remedial action. The burden of proof that just cause for corrective action or dismissal exists rests with the College.

18.02 Reference to Prior Disciplinary Action

Generally no disciplinary action more than three (3) years old shall be used to justify the level of current disciplinary action. However, in cases of a serious nature involving harassment, threatening, or unethical behavior, the College has the right to utilize any previous record of disciplinary action involving similar behavior to justify the level at which to initiate progressive discipline. In such cases, the College shall explicitly state its intention to retain the disciplinary record for an indefinite period of time.

18.03 Anonymous Complaints

Anonymous complaints shall not be used as a basis for discipline unless the anonymous complaint warrants an independent investigation. In the event the facts of an anonymous complaint are verified, disciplinary action may be taken on the basis of the independent verification of the facts. This does not preclude notice to the faculty member that an anonymous complaint was received.

18.04 Faculty Rights

18.04.01 Representation

Faculty members shall have the right to the presence of a representative of the CCCFT and/or counsel at any meeting at which the faculty member is being, or believes he or she will be disciplined or contractually affected for any reason.

Faculty may request a delay of any such meeting not to exceed five (5) work days in order to secure CCCFT and/or counsel representation. In the event the faculty member intends to secure legal representation, the faculty member shall so inform the College at the time of requesting the delay of the meeting in order to enable the College to engage counsel as appropriate.

18.04.02 Notice of Complaints

If the appropriate Dean or designee determines that a matter of concern cannot be resolved informally, she/he, within ten (10) work days of initially approaching the faculty member, will inform the faculty member of their intent to enter into the formal disciplinary process by transmitting a written complaint to the faculty member, informing them that the Disciplinary Procedure contained in this Article will be initiated. In any event, the notice of complaint shall be transmitted no more than twenty (20) work days from the date when the Dean or designee first became aware of the incident. This notice of complaint shall be delivered, whenever feasible, by a representative of the College in a face-to-face meeting and shall include the following information:

- Date of the incident(s) precipitating the initiation of the Disciplinary Procedure
- Date when the Dean or designee first became aware of the incident
- A concise description of the issues of concern that are to be investigated
- A brief description of any known potential criminal charges to the extent permissible by law
- The date and time proposed for the faculty interview meeting
(section 18.09.02)

18.05 Progressive Discipline Process

The College agrees to use a progressive discipline process based on the principle of using the least severe action necessary to correct an undesirable situation. The process of progressive discipline may include verbal warnings, written reprimands and suspension or termination as appropriate to the specific facts of the case.

Increasingly severe steps or measures are generally used if a faculty member, being given specific information about the situation and a reasonable opportunity to adjust his or her behavior, should fail to make appropriate corrections.

However, the College retains the right to initiate corrective action at any level up to and including termination, as appropriate to the circumstances. Such circumstances may include, but are not limited to, malfeasance, abuse of fellow workers, students or members of the public.

18.06 Correspondence of Disciplinary Action with Offense

Any disciplinary action taken regarding a faculty member's behavior shall be appropriate to the behavior which precipitated the action. In determining the

discipline to apply, the supervisor will consider the nature and seriousness of the offense, and may consider the faculty member's past work record as documented in the faculty member's personnel file within the limits of section 18.02.

18.07 Administrative Leave

A faculty member may be placed on administrative leave with full pay pending an investigation and final disposition of any charges.

18.08 Verbal Warnings

When the college deems a verbal warning is necessary, written confirmation of the warning shall follow within five (5) work days of the issuance of a verbal warning. The employee's personnel file shall be updated with the documentation supporting the verbal discipline within the same time period.

18.09 Investigatory Process and Disciplinary Meetings

The College shall seek to resolve matters of concern regarding faculty behavior informally whenever possible; when necessary the College shall follow the formal process outlined below for investigating and responding to issues of concern regarding faculty as described in this section.

18.09.01 Notice of Complaint (Step 1)

The College shall inform the faculty member that the Disciplinary Procedure is being initiated by issuance of a Notice of Complaint (section 18.04.02).

18.09.02 Faculty Interview (Step 2)

18.09.02.01 Purpose of Interview

The faculty interview shall provide the College and the affected faculty member an opportunity to exchange information about the incident(s) and/or issue(s) under investigation.

18.09.02.02 Notice of Interview

Except in emergency situations or where advance notice could jeopardize an investigation, the safety of others, the student learning experience or the security of college resources, the faculty member shall be notified at least five (5) work days prior to any formal investigatory interview with the faculty member.

18.09.02.03 Review of materials

The faculty member and the CCCFT, upon the request of the faculty member, shall have the right to review and receive copies of the information gathered by the College up to the point of the faculty member being notified of the investigatory meeting. In addition, any information gathered subsequent to the notification of the investigatory interview shall be made available to the faculty member and, upon request of the faculty member, to the CCCFT, as soon as practical before the investigatory interview.

18.09.03 Disciplinary Meeting (Step 3)

18.09.03.01 Purpose of Meeting

If, based on the results of the investigation, the College determines that disciplinary action is warranted, the College shall schedule a disciplinary meeting with the faculty member. The purpose of the disciplinary meeting shall be to:

- Provide the faculty member the opportunity to correct, clarify or address issues arising from the investigatory process
- Dismiss the matter if appropriate
- Inform the faculty member of the intended disciplinary action based on the disciplinary meeting discussion and the results of the investigation

18.09.03.02 Notice of Meeting and Review of Materials

Faculty shall receive at least five (5) work days notice of this disciplinary meeting and shall also receive a copy of all investigatory findings at least five (5) work days prior to the disciplinary meeting. Should additional information regarding the disciplinary matter come to the attention of the College following the scheduling of the disciplinary meeting, findings based on the information shall be shared with the faculty member under investigation as soon as practical.

18.09.03.03 No Investigatory Meeting Requirement

The College is not obligated to conduct an investigatory meeting prior to holding a disciplinary meeting with a faculty member. However, if a separate investigatory meeting does not precede the disciplinary meeting, the faculty member shall be given the opportunity during the disciplinary meeting to address the issues which have been raised, prior to the supervisor taking disciplinary action.

18.09.04 Disciplinary Letter (Step 4)

The College shall transmit a letter to the faculty member within 5 (five) work days of the disciplinary meeting formalizing the outcome of the disciplinary meeting. The letter shall describe the nature of the problem, summarize the results of the investigation, set forth the grounds for and nature of the disciplinary action and, as applicable, inform the faculty of the next potential stage(s) of the progressive disciplinary action process should the problem recur. In the event the disciplinary action communicated involves the dismissal of the faculty member, a copy of the letter shall be sent to the CCCFT and shall be made available to the Dismissal Review Committee.

18.10 Records

18.10.01 Personnel File

The personnel file shall be the only location used to store either the written documentation regarding disciplinary action or references to a different secure location. All documentation supporting disciplinary action or references shall be added to the employee file within five (5) days of disciplinary action being taken.

18.10.02 Signatures

Signatures or initials on correspondence communicating disciplinary action shall be required of the faculty being disciplined. Such signatures and initials shall only indicate acknowledgement of receipt of the signed/initialed document(s), and shall not be construed to indicate agreement with the contents of the document unless specifically so stated by the faculty member. In the event the faculty

member being disciplined declines to acknowledge receipt of the document(s) by their signature or initial, the documents shall be added to the employee's file together with a note detailing the date and circumstances surrounding the refusal of the faculty member to sign or initial the documents.

18.11 Dismissal

The dismissal of faculty during the term of their employment shall be governed by appropriate state statutes.

ARTICLE 19: SEPARATION AND RETIREMENT

19.01 Separation/Resignation

A full-time faculty member resigning his/her position for the subsequent academic year is expected to notify the appropriate administrator or College President no later than May 1 of the current academic year or prior to signing a contract for the following year, whichever shall occur first.

In the event a faculty member decides to terminate employment with Cascadia Community College after signing a contract, a letter of resignation should be submitted to the Vice President for Student Learning with a copy to the Office of Human Resources preferably twenty-one (21) calendar days, and at a minimum of four (4) calendar days, prior to leaving.

At the time of separation from employment with the College due to retirement or death, an eligible employee or the employee's estate shall receive remuneration pursuant to RCW 28B.50.553 at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of accrued sick leave.

Departing faculty members should schedule an exit interview with the Office of Human Resources prior to the last work day. During this interview, the continuation rights for medical and life insurance can be explained and arrangements made for forwarding paychecks and W-2 forms, and the return of College property, including keys, ID cards, and providing access to all password protected computer applications.

19.02 Retirement

19.02.01 Procedure

The procedure for retirement shall be implemented in the following manner:

19.02.01.01 By October 1 the academic employee shall generally notify the appropriate Dean for Student Learning and the Vice President in writing of his/her intent to retire in the subsequent academic year.

19.02.01.02 The Office of Human Resources shall assist the employee in determining retirement benefits based on age, employment status and other applicable state retirement provisions. These benefits depend upon the retirement system to which the faculty member belongs. These include:

19.02.01.02.01 "WSTRS I AND II," the Washington State Teachers' Retirement System under RCW 41.32.

19.02.01.02.02 "TIAA-CREF," the Teachers' Insurance Annuity Association and the College Retirement Equity Fund under RCW 28B.10.400 and WAC 131-16.

19.02.01.02.03 "PERS," Public Employees Retirement System I, II, or III under RCW 41.40.

19.02.02 Emeritus Status

An individual contemplating retirement should decide whether to apply for Emeritus status as outlined in section 6.07 of the Employee Rights Article. Since approvals from faculty and Board take time, such an application should be filed at least sixty (60) days before the final date of employment.

ARTICLE 20: GRIEVANCE PROCEDURE

In the event conflicts cannot be informally resolved, the following grievance procedure is established to provide an orderly and expeditious procedure for resolution. All parties are encouraged to attempt to resolve any dispute at the lowest possible level.

20.01 Definition of a Grievance

A grievance is defined as a complaint arising out of an alleged violation or misinterpretation or misapplication of the terms and/or conditions of this contract.

20.02 Consolidation of Grievances

When two (2) or more grievances involving the same alleged violation have been submitted, the College and the CCCFT shall meet to consider whether to consolidate them and may subsequently agree to consolidate them for processing.

20.03 Timelines and Conferences

Grievances shall be processed as expeditiously as possible in accordance with this procedure. Time limits expressed herein may be extended by mutual, written agreement between CCCFT and the College.

Toward this end, a grievance must be filed or addressed in writing not more than twenty (20) work days after the faculty member(s) becomes cognizant of the facts upon which the grievance is based.

A work day shall be defined as a full-time, faculty contract day on which the main offices of the College are normally open for business (Monday through Friday).

In calculating work days as used in this Article, those days that fall between the end of the final week of any quarter (i.e. fall, winter, and spring) and the beginning of the next quarter shall be excluded. Upon mutual consent of all parties, a grievance occurring during or filed within the final thirty (30) days of the spring quarter may be processed outside of the academic calendar.

All data, records and information requested from the College shall be made available to the grievant(s) and the CCCFT within five (5) work days, providing such information is routinely maintained by the College.

Data, records and information that is not readily available to the College may require more time to gather. In such circumstances the College shall notify the CCCFT within five (5) work days with an estimate of the time required to gather the information.

The College's failure at any step of this procedure to respond to a grievance as required by this procedure within the specified time limits shall mean that the grievant(s) may deem the grievance denied and may, therefore, appeal it to the next step.

Failure on the part of the grievant to appeal a grievance or a decision on any step of this procedure within the specified time limits shall be considered as acceptance of the College's decision.

Grievances initiated during the duration of this Agreement shall be fully processed in accordance with the terms of this Agreement.

All hearings or conferences pursuant to this Article shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend, including any and all witnesses. All grievance hearings shall be heard during the daily work day and no faculty involved in the grievance hearing as a witness or grievant shall suffer loss of salary or other benefits.

20.04 Resolution of Grievance

A faculty member shall have the right to present a grievance to the College and to have such a dispute addressed without representation from the CCCFT as long as the resolution is not inconsistent with the terms and conditions of this Agreement, and provided further that the CCCFT has been given the opportunity to be present and be part of the grievance. The CCCFT has the right to initiate a grievance on behalf of the faculty.

Grievances shall be processed in the following manner:

20.04.01 Step One: Immediate Supervisor Level

A grievance shall be presented by the grievant to the immediate supervisor or designee in writing, dated, and signed by the grievant or the CCCFT.

This first step shall be the only level at which a grievance can be resolved without the representation of the CCCFT. The decision to move a grievance to a subsequent level resides with the CCCFT.

The written grievance shall state the facts upon which it is based, the applicable provision(s) of this Agreement, and the remedy sought. The grievant shall file a written grievance with the immediate supervisor or designee and copy the CCCFT

and the Office of Human Resources. The immediate supervisor or designee shall acknowledge the receipt of the grievance by signing and dating the grievant's copy. In order to address the grievance adequately, the parties shall schedule a mutually agreed upon time to discuss and review the grievance prior to the preparation of a formal response to the grievance by the immediate supervisor or designee. The immediate supervisor or designee shall provide a written response to the grievant and the CCCFT within ten (10) work days from the receipt of the grievance. The response shall include the immediate supervisor or designee's assessment of the grievance, supporting evidence and a proposed resolution. If the grievant(s) and the CCCFT are satisfied with the resolution, the resolution proposed in the response to the grievance becomes final. A duly signed copy of the response to the grievance shall be forwarded to the Office of Human Resources and the CCCFT. If the proposed resolution to the grievance is not deemed to be satisfactory, the CCCFT can move the dispute to Step Two of the grievance procedure.

20.04.02 Step Two: Vice President for Student Learning Level

If the grievance is not resolved at Step One, the CCCFT may move the grievance to Step Two: Vice President for Student Learning or designee. The appeal must be filed within ten (10) work days after the response at Step One is received. The Vice President for Student Learning or designee shall acknowledge receipt of the grievance by signing and dating the grievant(s)' copy. In order to address the potential grievance adequately, the College shall schedule a meeting to include the grievant, the immediate supervisor or designee, and a CCCFT representative

at a mutually agreed upon time to discuss and review the complaint prior to preparation of a formal response to the grievance. The grievant(s) and the CCCFT representative shall be present at any meeting called to consider the grievance at Step Two.

The Vice President or designee shall provide a written response incorporating the rationale upon which the response was based to the grievant and the CCCFT representative within ten (10) work days from the conclusion of the meeting. The CCCFT representative shall acknowledge receipt by signing and dating the College's copy.

20.04.03 Step Three: College President Level

If the grievance is not resolved at Step Two, the CCCFT may move the grievance to Step Three: College President or designee. The appeal must be filed within ten (10) work days after the response at Step Two from the Vice President for Student Learning or designee is received. The President or designee shall acknowledge receipt of the grievance by signing and dating the grievant(s)' copy.

In order to address the potential grievance adequately, the College shall schedule a meeting to include the grievant, the immediate supervisor or designee, and a CCCFT representative at a mutually agreed upon time to discuss and review the complaint prior to the preparation of a formal response to the grievance. At least one (1) meeting shall be held within five (5) work days of receipt of the appeal to discuss the grievance. The grievant(s) and the CCCFT representative shall be present at any meeting called to consider the grievance at Step Three.

The College President or designee shall provide a written response incorporating the rationale upon which the response was based, to the grievant and the CCCFT representative within ten (10) work days from the conclusion of the meeting. The decision rendered at Step Three shall be considered the final position of the College. The CCCFT representative shall acknowledge receipt by signing and dating the College's copy.

20.04.04 Grievance Mediation

Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.

If the grievance is not resolved at Step Three either party may, within five (5) days of the written decision, request mediation. If the parties are in agreement that the grievance is suitable for mediation, they will submit a joint request for mediation to a mutually agreed upon provider of mediation services such as the Federal Mediation and Conciliation Service, the Public Employment Relations Commission, or any other organization that provides mediation services.

Grievance mediation shall generally be completed within (20) work days of the request. The twenty (20) work day timeline may only be extended by mutual consent of the parties or in the event a mediator is not available. If the mediation process is not completed within twenty (20) work days, the College or the CCCFT may withdraw the mediation request and the grievance process shall be resumed.

20.04.04.01 The grievance mediation process shall be informal. Rules of evidence shall not apply and no formal record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the documentation or other information to support the arguments of their case. The mediator may meet with the parties in joint or separate caucuses.

20.04.04.02 The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the parties shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedent setting.

If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

20.04.05 Step Four: Arbitration Level

If no satisfactory settlement is reached at the conclusion of Step Three or in mediation if it is used, the CCCFT may file a written appeal within ten (10) work days of the final decision of the College to the American Arbitration Association or Public Employment Relations Commission for arbitration under the voluntary rules. A copy of the arbitration demand shall be submitted at the same time to the College President.

The fees and expenses of the arbitrator shall be borne equally by the College and the CCCFT. Each party is responsible for their respective attorney's fees and all other fees associated with presenting their case.

20.05 Jurisdiction of Arbitrator

A decision of the arbitrator shall, within the scope of her/his authority, be binding upon the parties. The arbitrator shall have no power to alter, add to, subtract from, disregard or modify the terms of this Agreement.

Upon request of either party, the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator and such questions shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.

The arbitrator shall not have the authority to remand an issue back to the parties for negotiations.

The arbitrator may retain jurisdiction until such time as the conditions of the award have been satisfied.

The arbitrator shall have authority to base her/his decision or award on the evidence and matters presented to her/him by the parties in the presence of each other, the matters presented in the written briefs of the parties, and all appropriate arbitration rulings, decisions and awards previously decided upon. The arbitrator's decision will be in writing and will set forth her/his findings of fact, reasoning and conclusions on the issues submitted to her/him. This decision shall

be made sixty (60) days from the date all matters presented by the parties, evidence, and written briefs have been received by the arbitrator.

20.06 Protection of Participants in Procedure

Individuals involved in this Grievance Procedure shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of participation in the grievance process. Any grievance pending arbitration shall in no way be prejudiced by the termination of the grievant(s).

20.07 Maintenance and Records

All pertinent records will be held for five (5) years unless otherwise involved in litigation. All grievance records shall be filed with the Office of Human Resources and kept separate and apart from personnel files. The personnel file shall be updated if appropriate according to the remedy of the grievance process.

ARTICLE21: REDUCTION-IN-FORCE

Reduction in force (RIF) procedures shall comply with state statutes, federal law, applicable rules in the Washington Administrative Code, and this agreement. The order of lay-off is based on the skills and qualifications that are needed to carry on Cascadia's credit courses and programs and seniority as described within this article.

The decision to declare and implement a RIF shall reside with the College and is not subject to the Grievance Article.

21.01 Grounds for Reduction-in-Force (RIF)

This process is established to govern the layoff of faculty when reduction-in-force is necessary due to:

- 21.01.01 Lack of funds
- 21.01.02 Reduction of allotments pursuant to RCW 43.88, as now or hereafter amended
- 21.01.03 State Board for Community and Technical College declaration of financial emergency pursuant to RCW 28B.50.873 under the following conditions:
 - 21.01.03.01 Reduction of allotments by the Governor pursuant to RCW 43.88.110, or
 - 21.01.03.02 Reduction by the legislature from one (1) biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

21.01.04 A decline in enrollments or other deficiencies as described in section 21.05 that results in reduction, suspension or closure of a program (e.g., degree or certificate level) or discipline (e.g. mathematics, biology, or education).

21.02 Order of Reduction within each Unit

In accordance with the reduction-in-force procedures, the College’s intent and priority is to retain as many tenured and tenure track faculty in employment status should a RIF become necessary. The method of reduction will result in the retention of those faculty members and faculty positions needed to provide the educational offerings the College deems essential to serving the needs of students and the community. Reduction will be done in the following order (e.g., with employees in Category 1 being laid-off before employees in Category 2):

(Category 1) Full-time Tenure Track Faculty

(Category 2) Full-time Tenured Faculty

21.03 Seniority

Seniority for tenure-track and tenured faculty within a RIF unit shall be based on the number of credits assigned as part of the annual full-time contract, beginning with the date of the signing of the first full-time tenure track faculty contract with Cascadia Community College. The faculty member with the largest number of credits shall be considered to have the highest level of seniority within her/his unit. Faculty reassigned credits for duties shall accrue those credits in their primary unit.

In instances where two (2) or more faculty members have the same number of credits within a unit, seniority shall be determined in the following order:

21.03.01 Individuals who teach in the unit, as their primary unit (as specified in the initial offer letter), shall have seniority over individuals who teach in the unit as a non-primary area

21.03.02 First date of signature of an employment contract

21.03.03 Receipt of employee qualifications in the Office of Human Resources

21.03.04 Date of employment application

In the case of a faculty member who moves to a full-time administrative position, the faculty member shall retain but not continue to accrue seniority. The Leave Article defines how approved leaves of absence, etc, shall affect seniority.

21.04 RIF Units

The Office of Human Resources will maintain an updated RIF list reflecting new hires and changes in work assignments of each individual tenured and tenure track faculty member within each unit. The lists will be updated by November 1 of each year.

Each full-time tenured and tenure track faculty member is ranked in the reduction-in-force unit in accordance with the seniority procedures defined in section 21.02. Cascadia Community College recognizes the following reduction in force units. Such units shall be modified by the Joint Contract Administration Committee as new programs are added.

Adult Basic Education
Anthropology
Art
Biology
BIT Programming
BIT Networking
Chemistry
Communication (Multi- cultural Communications & Speech Communications)
Developmental English
Developmental Math
Drama
Earth Sciences
Economics
Education
English
ESL (English as a Second Language)
ETSP (Environmental Technology & Sustainable Practices)
History
Japanese
Mathematics
Philosophy
Physics
Political Science
Psychology
Science, Geography (Astronomy, Environmental Science, Geology)
Sociology
Spanish

If the college needs to add, expand or separate RIF units, it will first meet its collective bargaining obligations.

Establishing the seniority lists described above, faculty will be placed in the discipline or discipline clusters which reflects their area of original hire with appropriate seniority from date of such assignment. Each full-time faculty member holding a probationary or tenured faculty appointment shall automatically qualify for an additional assignment to any reduction-in-force unit (not to exceed four (4) RIF units) in which he or she has been assigned at least fifteen (15) credits during the previous three (3) years including summer and moonlight assignments.

The College shall provide the opportunity for each faculty member to claim rights to additional reduction-in-force unit(s) in October of each year. To qualify, the faculty member must meet the minimum qualifications at the time of original appointment in the discipline (as maintained by the Office of Human Resources) and be approved by the College to teach an additional discipline(s) at the time that the faculty member claims rights to the additional reduction-in-force unit(s).

Upon written request from either the faculty member or the CCCFT, the College will produce documentation to support its decision of whether or not to place a faculty member in a particular reduction-in-force unit. This documentation will be provided to both the faculty member and the CCCFT within fifteen (15) work days of receiving the written request.

21.05 Implementation Process

In order to anticipate and respond to future, potential reduction-in-force actions, the College and the CCCFT agree to take the following steps prior to any reduction in force.

21.05.01 Financial Hardship or High Cost Discipline / Program

If the College is faced with a financial hardship as described in section 21.01 or is unable to support a high cost discipline or program, the Administrative Bargaining Team and the CCCFT will meet to review the reasons for the proposed reduction and will attempt to determine alternative budget reduction measures. Should such measures address the financial needs of the College, a joint recommendation will be made to the College President for his/her consideration. Such alternative budget reduction recommendations may include (but are not limited to) the following possibilities and are not in priority order:

21.05.01.01 seek volunteers to adjust or reduce teaching load to match demand; e.g., twenty (20) credits in fall, fifteen (15) credits in (usual) winter, and ten (10) credits in spring);

21.05.01.02 seek volunteers to teach a smaller number of credits and adjust the salary rate proportionately;

21.05.01.03 seek volunteers to teach an alternative sequence of quarters rather than the regular academic year of fall, winter, and spring (e.g., fall, winter, and summer quarters) as their normal contract;

- 21.05.01.04 seek volunteers to teach two (2) regular quarters and take one (1) quarter leave without pay;
- 21.05.01.05 seek volunteers to retire early;
- 21.05.01.06 consider reassigning faculty to non-teaching duties so that other faculty can have the opportunity to teach in the classroom;
- 21.05.01.07 encourage faculty applications for non-salaried educational leave to improve the faculty member's flexibility in teaching assignments;
- 21.05.01.08 any other adjustments which are in compliance with state laws and regulations and that are agreed to by the College and the CCCFT.

21.05.02 Review of Disciplines and Programs

A discipline or program may be eliminated due to the presence of deficiencies (section 21.01.04) that cannot be resolved in an efficient and timely manner as described below. Deficiencies may include such concerns as but not limited to:

- 21.05.02.01 a decline in program or discipline enrollments,
- 21.05.02.02 a lack of currency with industry or academic standards, or
- 21.05.02.03 job market needs that no longer make the program or discipline viable. Programs shall, as part of their routine review by their respective discipline groups and the Student Learning Council, be placed in one (1) of three (3) categories, as listed below. For programs in 'Focus Status' the College will determine what resources are available to provide additional support.

- 21.05.02.01 Good Standing: The program or discipline has adequate enrollments and no significant deficiencies. The Student Learning Council will make its recommendation to the Vice President for Student Learning for her/his review and approval.
- 21.05.02.02 Focus Status: The program has significant deficiencies identified in the program review or low enrollments, which require attention and improvement. A program placed in Focus Status will be assigned a timeframe, usually nine (9) to twelve (12) months, in which to address the concerns placing it in this category. The appropriate Dean for Student Learning will lead this process and provide a status report to the Student Learning Council by June 1. The Student Learning Council will recommend to the Vice President for Student Learning for her/his approval that the program be moved to Good Standing, retained in Focus Status or moved to Termination Status.
- 21.05.02.03 Termination: If deficiencies are identified through the program review process that cannot be resolved, the Vice President for Student Learning or designee, after considering the recommendation of the Student Learning Council, shall determine if a period of inactivity is appropriate. If the discipline or program is terminated, the College shall identify a program closure timeline and develop a plan that assures the needs of students currently enrolled in a degree or certificate program are met through classes at the college or provided through other institutions.
- 21.05.03 When the President determines that a reduction-in-force may be necessary for the reasons set forth in section 21.05.01 or 21.05.02 , the Administrative Bargaining

Team, in consultation with the CCCFT, will review the nature of the problem facing the College and make a recommendation to the College President by the date established by the College President. The CCCFT may submit an alternative proposal(s) to the College President. The President shall document the need for such reductions in staff.

21.05.04 When the Board determines that a reduction-in-force may be necessary for the reasons set forth in section 21.05.01 or 21.05.02 , the CCCFT may submit an alternative proposal(s) in writing to the Board of Trustees by the date established by the Board, through the President's Office (with a copy to the President), prior to the Board of Trustees taking action on reduction-in-force, provided that the proposal(s) is(are) received by the President's Office by the established date.

21.05.05 If the Board of Trustees concludes that a reduction in faculty is necessary, the CCCFT shall be given written notice of the reduction. The notice shall include the reasons for the proposed reductions in faculty and the number of faculty affected.

After determining the affected faculty, the President shall meet with each full-time faculty member in a personal conference(s), which is an informal proceeding for the purpose of RCW 34.05, to discuss the proposed reduction-in-force. The faculty may elect to have a CCCFT representative attend the meeting. The matter may at such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, retraining, etc.

If the RIF is not due to a lack of funding, the College, in consultation with the faculty member, will determine how a faculty member shall be reassigned to

teach in one or more of the RIF unit(s) for which he/she is qualified, based on the following criteria:

- 21.05.05.01 has the qualifications and skills to teach the specific courses being offered,
- 21.05.05.02 has sufficient seniority to offer reasonable assurances that the faculty member is eligible for a full-time load.

The College shall attempt to reassign full-time faculty whose courses/programs are being eliminated. The CCCFT shall be notified at least five (5) work days prior to all meetings held.

- 21.05.06 If the proposed RIF is not resolved by the use of such alternatives as listed above, the President shall serve written notice by certified mail to the affected employee and the CCCFT. The notice shall include:

- 21.05.06.01 A statement of the legal authority and jurisdiction the President possesses to implement a reduction-in-force.

- 21.05.06.02 A statement explaining the reasons for the reduction-in-force and clearly indicating that separation is not due to employee job performance and hence is without prejudice to such employee. The notice shall also clearly indicate the basis for selection of the affected faculty member.

- 21.05.06.03 The notice will also indicate the effective date of separation from service.

- 21.05.07 The affected employee(s) shall have ten (10) work days from the date the reduction-in-force notice was received by certified mail to make a written request to the President for a review of the reduction-in-force decision and the basis for selection of the affected faculty member in accordance with RCW 28B.50.873, as now written or hereafter amended.

21.05.08 Upon the request of a full-time faculty member laid off for reasons of this Article, the College President or designee shall write a letter clearly stating the separation is not due to job performance of the employee and hence is without prejudice to such employee. A copy of the letter on College letterhead will be provided to the faculty member, and a copy placed in his/her personnel file.

21.06 Effective Reduction-in-Force (RIF) Date

The effective date stated in the reduction-in-force notice shall be abided by, regardless of the duration of any individual employment contract.

21.07 Recall Rights of Reduction-in-Force for Full-time Faculty Members

The Office of Human Resources shall create and maintain Recall Lists for each affected reduction-in-force unit within the College. The names of those full-time faculty members shall be placed on the appropriate Recall Lists according to seniority and institutional need within a given discipline. Recall in each RIF unit shall be in order of seniority; those qualified full-time faculty members at the highest levels of seniority will be the first ones considered for recall. The right of recall shall extend three (3) calendar years from the date of actual separation. No new hires shall be permitted to fill faculty member vacancies in the RIF unit unless there are no qualified or available faculty members on the Recall Lists to fill the vacancies. The College shall notify the CCCFT, in writing at least two (2) days prior to making any such anticipated offers of employment to faculty on recall, and shall notify the CCCFT, in writing, of the results of such offers, within five (5) work days of the final outcome of such offers.

A faculty member who obtains additional certification, qualifications, or retraining while on a recall list(s) shall be entitled to update her/his records with the Office of Human Resources. An individual on recall may petition to change her/his designation of reduction-in-force unit(s) during October of each year by meeting the qualifications in section 21.03 above. Upon assignment into the RIF unit the faculty member will be placed on the recall list for that unit.

A full-time faculty member 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. This Article does not remove the College's right to choose to not rehire an associate faculty member. Full-time faculty who refuse three (3) or more opportunities for Associate Faculty assignments shall be removed from the Associate Faculty pool, unless/until the faculty member submits a request, in writing, to be restored to the Associate Faculty pool. If a full-time faculty member teaches as a Associate Faculty member while on the Recall List, he/she may not apply this time to increase their seniority placement on the Recall List. In the instances where a RIF has occurred within a discipline or program, the number of part-time assignments, if any, within the applicable reduction-in-force unit shall not be increased over the number in existence at the time of the reduction-in-force by more than the equivalent of two thirds (.666) of a full-time annualized workload.

The College will assume that any full-time faculty member that does not respond to an offer for a part-time assignment within five (5) work days of the receipt of

written notice of the offer will have refused that offer. The College will assume that any faculty member that does not respond to an offer of recall to a full-time position within twenty (20) work days of receipt of written notice of the offer to have refused that recall offer. The name of any full-time faculty member refusing a recall offer to a full-time teaching assignment shall be removed from the Recall List, and said faculty member will no longer be considered eligible for recall. It is the responsibility of those full-time faculty members desiring recall to furnish the College in writing with the appropriate addresses to which notices and other pertinent recall information can be sent. Upon recall, the full-time faculty member shall retain all benefits such as sick leave, tenure if received prior to the lay-off, and salary schedule placement, which had accrued up to the date of separation. Notice of recall shall be sent by certified mail.

21.08 Tenure Refusal Excluded

This process does not remove the President or the Board of Trustee's right to choose to not renew a probationary faculty member's appointment pursuant to RCW 28B.50.857.

ARTICLE 22: NO STRIKE/NO LOCK OUT

The College and the CCCFT agree that disputes that may arise between them shall be settled without resort to strike or lockout. The College agrees it will not lock out any or all of its employees during the term of this Agreement, and the CCCFT agrees on behalf of itself and its membership that the Union shall not initiate a strike or slowdowns during the term of this Agreement. Nothing herein shall be construed to mean the Board of Trustees acknowledges the legality of such activities.

ARTICLE 23: SAVINGS CLAUSE

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

ARTICLE 24: DURATION OF THE AGREEMENT

This agreement shall remain in force and effect from July 01, 2009, until and including June 30, 2012.

We, the undersigned, hereby enter into this Collective Bargaining Agreement.

Signed this day of September, 2009 at Bothell, Washington.

For the DISTRICT:

For the CCCFT:

Mr. Roy Wilkinson
Chairperson of the Board of Trustees

Mr. David Shapiro
CCCFT President

Dr. William Christopher
District President

Dr. David Buchthal
CCCFT Negotiator

Dr. Ann Beaulieu
Vice President for Student Learning

Dr. Karyn Mlodnosky
CCCFT Negotiator