

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**CASCADIA COLLEGE BOARD OF TRUSTEES, DISTRICT 30**

**AND**

**CASCADIA COMMUNITY COLLEGE**

**FEDERATION OF TEACHERS, LOCAL 6191**

**Effective July 1, 2015 – June 30, 2018**

## **PREAMBLE**

This living document is made and entered into by and between the Board of Trustees of 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 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.

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## **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 Administrator**

As defined by [RCW 28B.52.020](#) (3), any person employed either full- or part-time by the District who performs administrative functions as at least fifty percent or more of his or her assignments, and has responsibilities to hire, dismiss, or discipline other employees.

### **1.03 Bargaining Unit**

See [Article 2.01](#) of this CCCFT Collective Bargaining Agreement.

### **1.04 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.

### **1.05 College**

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

### **1.06 Day**

Calendar days unless otherwise stated.

### **1.07 Employer**

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

### **1.08 Faculty**

Academic employee(s).

**1.09 Faculty, Associate**

Faculty employed on a quarter-to-quarter basis.

**1.10 Faculty, Candidate**

Full-Time Tenure Track Faculty prior to being appointed to tenure status by the Board of Trustees.

**1.11 Faculty, Founding**

All Full-Time Tenure-Track Faculty who were hired as probationary full-time Faculty as of September 2003 and subsequently were appointed to tenure status by the Board of Trustees on or before Spring 2006.

**1.12 Faculty, Full-Time**

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

**1.13 [Faculty, Permanent Status](#)**

A Permanent Status Faculty member is defined as a full-time non-tenure/tenure track faculty member who is subject to the same conditions of employment as a full-time tenured faculty member with the sole difference being that his or her position is not funded out of state-allocated funds.

**1.14 [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. By decision of the Chief Academic Officer and approval by CCCFT, a position can be extended to a maximum of two consecutive years.

**1.15 Faculty, Tenured**

Full-Time Faculty who have been appointed to tenure status by the Board of

Trustees.

**1.16           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.

**1.17           Other Professional Exempt Nonacademic Employees**

Professional exempt employees other than administrators and academic employees.

**1.18           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 College academic employees as defined in [RCW 28B.52](#). Excluded from such recognition are all other employees.

## **ARTICLE 3: BARGAINING PROCEDURES**

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 notify the other party in writing of the items to be discussed. A minimum of five (5) work days' notice will 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 representatives. 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, the College shall permit the CCCFT President a one-third (.333) reduction in teaching load every quarter. The college shall fund release time for two (2) quarters in the first and third year of this contract and one (1) quarter in the second year. In the event that an Associate Faculty serves as CCCFT President, the funding level shall be equivalent to five (5) contact hours at the member's usual rate of pay.

**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 class 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 Facilities**

The College shall provide the following facilities: an employee lounge to include refrigerator and microwave; a lactation room; and at least one (1) gender neutral/family restroom.

### **6.05 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 Full Week Annual Parking Permit –Three hundred thirty-four dollars (\$334) less than the student public rate.
- 6.05.02 Three (3) Day Annual Parking Permit – Two hundred ninety-one dollars (\$291) less than the student public rate.
- 6.05.03 Two (2) Day Annual Parking Permit – Two hundred seven dollars (\$207) less than the student public rate.
- 6.05.04 Reserved parking rates shall be twenty dollars (\$20) per quarter over corresponding standard permit rates.
- 6.05.05 Carpool Permit rates shall be forty dollars (\$40) per quarter.
- 6.05.06 The parties agree that developing an equitable parking fee structure is desirable and encourage collaboration with the University of Washington Bothell towards this end.
- 6.05.07 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 CIEs shall provide information for faculty assessment as per the Tenure, Post Tenure Review, or Associate Faculty Evaluation Articles as appropriate.

They also provide meaningful feedback for faculty to improve curriculum and teaching. 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 class 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 class 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 class results to be used for her/his evaluation according to the article appropriate to the faculty member's employment status (i.e., the Tenure, Post Tenure Review, or Associate Faculty Evaluation Article). Tenure Review Committees reserve the right to review the CIEs of the respective Tenure Candidates. The College reserves the right to

review CIEs for all faculty.

**6.08.04 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 by the end of academic year 2013 and thereafter will review annually. The college and the CCCFT shall mutually agree prior to changing the numerical/statistical elements used in faculty evaluation. The current form and form history shall be maintained by the Chief Academic Officer. Individual faculty in the tenure process and/or faculty on an improvement plan may choose to keep the same CIE version throughout the process.

**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 two (2) Full-Time Faculty members.

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 Chief Academic Officer 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 on which institutional meetings may be scheduled.
- 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 wishes 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 Faculty Contract Calendar**

In order to provide for adequate planning time and issuance of the academic calendar, the CCCFT and the College agree to establish a faculty contract calendar three (3) years in advance of the current academic year by the end of the second (2<sup>nd</sup>) week in February.

## **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 comprises a significant segment of the faculty workforce. Beyond designated teaching responsibilities, Associate Faculty has an important contribution to make in college governance, professional activities, and in promoting learning excellence through consultation with students.

## **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 is based on an average of forty (40) hours per week. This is not to be construed as a required total hourly assignment. The actual hours per week shall be determined by teaching schedules, office hours, individual student contacts (other than in class), and other professional responsibilities.

8.05.02 Teaching Assignment

8.05.02.01 Assignment of Individual Load

Based on the annual and quarterly student-centered schedule, faculty shall choose their class assignments in consultation with, and subject to approval by the appropriate Dean for Student Learning or designee. Where possible, the faculty member's class assignment preferences will be honored by the Dean for Student Learning or designee.

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 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.

- 8.05.02.01.04 In an effort to broaden availability to a wider range of students, and to provide institutional and collegial support, all Full-Time Faculty are encouraged to teach at least one (1) class per year in the early morning, evening, or via a modality that provides access for students and colleagues during such times.
- 8.05.03 Office Hours
- 8.05.03.01 Faculty members shall post their class schedule and office hours online, visible for all students and employees. A minimum of one (1) office hour per week is expected per five (5) credits taught. Full-Time Faculty shall also post class schedule and office hours on his or her office door.
- 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 [Article 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 [Article 8.05.02](#) of this Article and articles addressing [Tenure](#) and [Post Tenure Review](#), 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:

- Course development, class preparation, teaching and assessment
- Coordinating the administrative tasks associated with classes
- Interdisciplinary coordination/teaching
- Prior learning assessment
- Individual assessment of student learning outcomes
- Other related activities

8.05.04.02 Professional Development

- Participating in conferences and workshops
- Taking courses or conducting research to stay current in one's discipline
- Independent study
- Preparing professional development plan for professional technical faculty as prescribed by [WAC 131-16-070](#) and [WAC 131-16-094](#)
- Tenure portfolio development
- Other related activities

8.05.04.03 Leadership and Service

- Participation at College employee events
- Learning Centers support
- Institutional Governance planning and assessment
- Participation on College and/or statewide councils and committees
- Development of new academic and professional technical programs

- Academic, Career, and Student Organization Advisement
- Student orientations
- Curriculum design and revision
- Mentoring and supporting faculty
- Service to the external community that pertains to the faculty's discipline or professional organizations
- Other related activities

Faculty members are expected to serve the college pursuant to the workload options described in this [Article 8.05.06](#) below:

#### 8.05.05 Off-Campus Activities

Cascadia's fulfillment of its mission depends upon collaboration, communication, and interaction; therefore it is expected that faculty be accessible to the campus community and be available to participate actively with their colleagues. The Chief Academic Officer or Deans 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 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 annually with the appropriate Dean for Student Learning or designee to agree on specific assignments using the categories given in the preceding section. Workload assignments may be modified by mutual agreement:

A. Teaching, Learning and Assessment Workload

B. Other; Professional Development, Leadership, and Service

Professional Development, Leadership and Service shall be distributed in consultation with the appropriate Dean for Student Learning.

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%),

**Other:** Ten percent (10%),

8.05.06.01.02 Second year candidates' workload percentages will be:

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

**Other:** Ten percent (10%),

8.05.06.01.03 Third year candidates' workload percentages will be:

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

**Other** percent (15%).

8.05.06.01.04 Tenured faculty workload percentages will be:

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

**Other:** Twenty-five percent (25%).

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. For the purpose of workload calculation, a contact hour equals a credit hour. A Full-time Faculty load shall be forty five (45) credits per year. The contact hours shall be based on the contact hours identified in the Course Outcomes Guide. For Associate Faculty, the workload factors in [Article 13](#) apply.

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 ninety dollars (\$90) 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.

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 Payment for Contact Hours in Excess of Fulltime Faculty Load

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

Grandfathered Senior Associate Faculty rate (\$794.25) in accordance with [Article 9.05](#).

#### **8.06 Moonlight Assignments**

Full-Time Tenured and Tenure-Track Faculty members may teach up to sixty-nine (69) credits annually including any moonlight assignment(s) and excluding summer quarter. The Chief Academic Officer must approve any quarterly credit load in excess of twenty-three (23) credits. Total credit calculations shall be inclusive of [Article 8.05.09](#), Reassigned Time. Moonlight assignments are not part of the contractual annual workload, and are compensated separately under the Associate Faculty salary schedule. 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. If a class that counts towards a Full Time Faculty member's contractual load is cancelled, his/her scheduled moonlight will be used to fill in the contractual 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, DRMA 151/152/153, Creative Writing (ENG 235, 271, 274, 277, 279), English 102 and below	24
Learning communities (10 Credit)	48
Learning Communities (15 Credit)	72

#### 8.07.01 BIT Instruction Class Limits and Workload Calculation

When self-paced continuous enrollment classes are clustered and offered within a lab setting, the maximum combined student capacity for each cluster will be forty (40). The faculty workload calculation for each cluster shall be based on the single highest contact hour class in the cluster (e.g. if a two-hour class is clustered with a three-hour class, the workload for that cluster would be calculated based on the three-hour weekly contact requirement.)

#### 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 classes upon verification of ability to deliver excellent e-Learning experience as determined by the Chief Academic Officer or designee(s). A Full-Time Faculty

member will be limited to no more than two (2) e-Learning classes 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 classes for her/his entire quarterly, regular full-time workload, the Chief Academic Officer or designee will review and determine whether to make this exception.

Additional e-Learning classes may be added above the regular full-time workload as a moonlight assignment in accordance with [Article 8.06](#). For the purpose of full - time faculty workload, hybrid classes with fifty percent (50%) or fewer of their contact hours on campus shall be considered e-Learning classes.

## **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 fifty thousand one hundred and fifteen dollars to fifty-seven thousand one hundred and fifteen dollars (\$50,115 to \$57,115) annually; salary placement shall be determined in accordance with [Article 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 fifty thousand one hundred fifteen dollars (\$50,115). Final salary placement shall be increased from that minimum according to the following criteria:

#### **9.03.02 Instruction/Relevant Work Experience**

A maximum of five (5) years of instructional and/or relevant work experience combined shall be considered under Articles [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

(1) 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 five (5) years instructional experience shall be considered under this category. One thousand dollars (\$1,000) 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. 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-Instructional Employment Experience

A maximum credit of five (5) 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 eight (8) years will be credited on a year-for-year basis (one thousand dollars (\$1,000) for each year), credit will be given on a pro-rata basis.

9.03.03 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 two thousand dollars (\$2,000) in annual salary for a maximum of one (1) qualifying terminal degree. Faculty will be required to provide official transcripts verifying all educational credentials prior to the completion of the salary placement process.

9.03.04 Competitive Option

Additional funds beyond fifty-seven thousand one hundred fifteen dollars (\$57,115) 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

Upon attainment of tenure, faculty will receive a salary increase to fifty-six thousand one hundred fifteen dollars (\$56,115) or an increase of two thousand three hundred dollars (\$2,300), whichever results in a higher salary, starting with the first academic quarter after tenure is granted (excluding summer.)

9.04.02 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.

#### 9.04.03 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. For the second (2<sup>nd</sup>) year of this contract, when the state legislature allocates funds to the College for faculty salary increases, the College agrees to disburse those funds using a model in which:

1. All full-time faculty receive the same full dollar amount increase to their base annual salary and
2. The associate faculty per-contact pay schedule is increased so that 45 contact hours of that increase equals the full-time faculty increase (with minor differences permitted by mutual agreement of the CCCFT and the College so that the per contact increase can be rounded to the nearest twenty-five cents (\$0.25.)

In the final year of the contract, upon notification of the availability of funds



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

9.04.04 Tenured Faculty Promotions

9.04.04.01 Promotional Levels

After receiving tenure, a Full-Time Faculty member shall have two (2) additional opportunities to be promoted, beginning with Senior 1 Tenured Faculty and then followed by Senior 2 Tenured Faculty, provided all criteria have been met and the promotion has been approved by the College.

Upon attainment of Senior 1 Tenured Faculty status, the faculty member's base salary shall be increased to fifty-eight thousand one hundred fifteen dollars (\$58,115) or an increase of two thousand three hundred dollars (\$2,300), whichever results in a higher salary, starting with the first academic quarter after Senior 1 is granted (excluding summer).

Upon attainment of Senior 2 Tenured Faculty status, the faculty member's base salary shall be increased to sixty thousand one hundred fifteen dollars (\$60,115) or an increase of two thousand three hundred dollars (\$2,300), whichever results in a higher salary, starting with the first academic quarter after Senior 2 is granted (excluding summer).

**9.05 Associate Faculty Salary**

Associate Faculty shall be compensated at the 2014-2015 academic year rates for the Summer 2015 term. Thereafter, Associate Faculty shall be compensated on a per weekly contact hour basis according to the following schedule and shall be adjusted as per [Article 9.04.03](#).

Type of Status	Associate Faculty Rate per weekly contact hour 2014-15 & Summer 2015	Associate Faculty Rate per weekly contact hour 2015-16
Probationary	\$732.25	\$754.25
Full Associate Promotional Rate	\$754.25	\$777.00
Priority Hire Promotional Rate	\$807.25	\$831.50
Grandfathered Senior Associate Faculty Rate and FTF Moonlight Rate	\$794.25	\$818.00

Associate faculty serving as instructors of record for stand-alone service learning courses shall be compensated in accordance with [Article 8.05.07](#).

## **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 Chief Academic Officer or designee in accordance with the [Workload Article](#). The Chief Academic Officer 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 Chief Academic Officer or designee to discuss the anticipated workload associated with the assignment.

### **9.06.02 Full-Time Faculty Compensation for Additional Duties**

Full-time faculty may be compensated at the current hourly 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 Chief Academic Officer or designee. The hourly rate shall be forty dollars (\$40.00) per

hour and thereafter increased by the level of the general salary increase authorized by the legislature. Alternatively, the Chief Academic Officer or designee may pay a flat rate stipend for extra duties when deemed appropriate by the parties involved. The rate for this stipend may be on a one-time, quarterly, or annual basis. The rate for the stipend will be mutually agreed-upon by the College and CCCFT. In principle, it shall not be less than a reasonable estimate of the hours required to do the work times the extra duties pay rate.

**9.06.03 Associate Faculty Compensation for Additional Duties**

Associate Faculty shall receive compensation for additional academic duties such as curriculum development, program review or activities typically associated with a product as pre-approved by the Chief Academic Officer or designee and shall be compensated at the same rate as full-time faculty. Alternatively, the Chief Academic Officer or designee may pay a flat rate stipend for extra duties when deemed appropriate by the parties involved. The rate for this stipend may be on a one-time, quarterly, or annual basis. The rate for the stipend will be mutually agreed-upon by the College and CCCFT. In principle, it shall not be less than a reasonable estimate of the hours required to do the work times the extra duties pay rate.

For certain professional development opportunities and meetings such as discipline meetings and other meetings associated with college operations, the Chief Academic Officer may pay a stipend in lieu of the additional duties rate.

**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. The Office of 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 to 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 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 tenure track academic employees pursuant to the criteria set forth in [Article 10.06](#).

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.

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**

The purpose of the Tenure Review Committee is to support each candidate through the tenure process, to assess whether each candidate has successfully met the tenure standards, and to make a recommendation to the Board of Trustees regarding tenure for each candidate.

10.04.01 The composition of tenure candidate cohort(s) shall be established no later than

October 1<sup>st</sup> by the CCCFT. Generally, the college strives to maintain tenure cohorts of no fewer than two (2) and no greater than three (3) members. A Tenure Review Committee (TRC) shall be established no later than October 10th 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 four (4) weeks of the date of the appointment.

Each Tenure Review Committee shall be composed of one (1) member of the administrative staff (typically a Dean of Student Learning), a full-time student representative (enrolled in at least twelve (12) credits per quarter), and one (1) more Cascadia tenured faculty members than cohort members as indicated below:

- In the case of a cohort of three (3) candidates, four (4) tenured faculty members.
- In the case of a cohort of two (2) candidates, three (3) tenured faculty members.
- In the case of a cohort of one (1) candidate, two (2) tenured faculty members.
- Tenured faculty members are selected as follows:

10.04.02.01      The College provides a list of tenured faculty to the CCCFT. The CCCFT will appoint two (2) to four (4) tenured faculty members to each Tenure Review Committee. At least one of the faculty shall have previous experience serving on a tenure review committee at Cascadia.

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 representative 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 [Article 10.06](#);

10.05.01.05 Make a recommendation for renewal, non-renewal or the granting of tenure in accordance with the procedures in [Article 10.12](#).

10.05.02 The first meeting of the Tenure Review Committee shall be called and chaired by the administrator serving on the committee. A chairperson shall be elected by simple majority vote by the committee at the first meeting. The chairperson shall be a tenured faculty with previous experience serving on a Tenure Review



Committee at Cascadia.

10.05.03 All subsequent meetings of the Tenure Review Committee after the first meeting shall be called by the Tenure Review Committee chairperson. The administrator and at least fifty percent (50%) of the faculty members serving on the Tenure Review Committee must be present at each meeting, unless mutually agreed upon by the faculty members, administrator, and candidate. The Tenure Review Committee 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 Tenure Process Compliance Report

The TRC Chair will maintain an up-to-date Tenure Process Compliance Report which lists the type of activity, the date of the activity, and the parties involved in the activity. Specifically:

10.05.04.01 All meetings of the TRC,

10.05.04.02 All observations of the candidate, both peer and administrative,

10.05.04.03 All report submissions by the TRC regarding the candidate,

10.05.04.04 All formal correspondence between the TRC and the candidate.

The report is to be submitted to the Chief Academic Officer for their review no later than the last day of each quarter. An up-to-date version of the report shall be maintained on the TRC website.

10.05.05 Tenure Review Committee Recommendation Reports

The TRC will prepare annual Tenure Review Committee Recommendation Reports to be submitted by the timeline described in [Article 10.11](#) of this article.

10.05.06 All evaluative information is confidential, subject to the requirements of the Public Records Act, [RCW 42.56](#) 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 candidates shall demonstrate, and document in their Tenure Portfolios, (as described in [Article 10.07](#)) evidence of continued excellence in each of these areas during each probationary year as appropriate:

10.06.02.01 Excellence in teaching, learning, and assessment: Candidates will be evaluated on Teaching, Learning and Assessment activities such as those outlined in [Article 8.05.04.01](#).

10.06.02.02 Professional Development: Candidates will be evaluated on Professional Development activities such as those outlined in [Article 8.05.04.02](#).

10.06.02.03 Leadership and Service: Candidates will be evaluated on Leadership and Service activities such as those outlined in [Article 8.05.04.03](#).

## **10.07 Candidate Observations**

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 arrange classroom observations in accordance with the process below:

Step	Observation Process	Process	Responsibility	
1	Observation Planning	Communication with candidate must occur each year to set the number and nature of classroom observations.	TRC members and Candidate	
2	Observation Scheduling	Establish observation schedule; generally candidates will be notified five (5) days prior to any observation.	TRC members and Candidate	
3	Observation	Observer attends class (face-to-face or online)	Observer	
4	Observation Review	Within ten (10) days of the observation, the observer completes a written observation report, gives it to the candidate, and confers about it with the candidate.	Observer  Observer & Candidate	
The minimum number of required observations for each year of the Tenure Process is shown below. As indicated above, more observations can be scheduled if requested by the candidate or the Tenure Review Committee.				
Minimum # of Required Observations		Peer	Administrator	Total
Year 1		3	1	4
Year 2		2	1	3
Year 3		1	0	1

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 steps 2-4 above.

Independent classroom observations not done in accordance with the steps enumerated above shall not be considered part of the tenure review process.

The President or Chief Academic Officer may conduct classroom observations independently of the Tenure Review Committee. (The candidate shall be notified five (5) days prior to any such observation). If the President or Chief Academic Officer identifies any areas of concern from such an observation, she/he shall put

them in writing and meet to discuss those concerns with the Tenure Review Committee and the candidate.

#### **10.08 Candidate Self Evaluations**

Candidates shall write an Annual Self-Evaluation as part of the tenure process. In this self-evaluation, candidates will demonstrate critical and reflective thinking about the [Teaching, Learning and Assessment](#); [Professional Development](#) and [Leadership and Service](#) activities that they have undertaken at Cascadia during the previous phase of the tenure process. The purpose of this self-evaluation is to communicate with clarity and originality about what they have done, what they have learned, and what they plan to do next in order to improve course, discipline, college-wide learning, and other professional outcomes. Specifically, the Candidate's Annual Self-Evaluation shall address:

- 10.08.01 Teaching, Learning, and Assessment: Candidates, having undertaken Teaching, Learning, and Assessment activities such as those outlined in [Article 8.05.04.01](#), will draw upon peer and administrative observations, course/instructor evaluations (CIEs), and other relevant experiences, to discuss what they have done, what they have learned, and what they plan to do next in the area of Teaching, Learning, and Assessment. Candidates should address what they take to be relevant information drawn from CIEs for all non-moonlight classes for each quarter; information drawn from CIEs for moonlight courses may be included at the candidate's discretion. (CIEs themselves are not required as part of the Tenure Portfolio although the candidate's TRC has the right to review them if so desired.)
- 10.08.02 Professional Development: Candidates, having undertaken Professional Development activities such as those outlined in [Article 8.05.04.02](#), will discuss

what they have done, what they have learned, and what they will do next in the area of Professional Development in order to highlight how these activities have contributed to their development as a faculty member at Cascadia.

10.08.03 Leadership and Service: Candidates, having undertaken Leadership and Service activities such as those outlined in [Article 8.05.04.03](#), will discuss what they have done, what they have learned, and what they will do next in the area of Leadership and Service in order to highlight how these activities have contributed to their development as a member of the Cascadia Community.

10.08.04 The Annual Self-Evaluation shall be supported by documentary evidence in the Tenure portfolio.

#### **10.09 Tenure Portfolio**

10.09.01 Candidates document their Teaching, Learning, and Assessment, Professional Development, and Leadership and Service activities in their Tenure Portfolio.

The Tenure Portfolio is the primary means of communicating about these activities as part of the holistic evaluation the Tenure Review Committee does of the candidate based on the evaluation criteria outlined in [Article 10.06](#).

10.09.02 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.

10.09.02.01 Candidate annual self-evaluations

10.09.02.02 Peer observations reports

10.09.02.03 Administrative observation reports

10.09.02.04 Reports and reflections on suggested improvement/development activities from the Tenure Review Committee;

- 10.09.02.05 An updated [Tenure Process Compliance Report](#)
- 10.09.02.06 Annual TRC Recommendation Reports
- 10.09.02.07 Evidence of coursework, scholarly work, classroom accomplishments, leadership and service work, and professional development;
- 10.09.02.08 An updated CV;
- 10.09.02.09 Response letter from the Chief Academic Officer
- 10.09.02.10 Response letter from the College President (3<sup>rd</sup> year only)
- 10.09.02.11 Optionally, other evidence may be added to the portfolio at the discretion of and with the permission of the candidate. 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.
- 10.09.02.12 The following chart summarizes what is required in each Tenure Portfolio and who is responsible for it:

Required Item	Responsibility
Annual Self-Evaluations	Candidate
Peer Observation Reports	Faculty TRC members and peers
Administrative Observation Reports	Administrative TRC member
Reports and reflections	TRC
Updated Process Compliance Report	TRC Chair
Annual TRC Recommendation Reports	TRC
Evidence of coursework, scholarly work, classroom accomplishments, leadership and service, and professional development.	Candidate
Updated CV	Candidate
Chief Academic Officer Response Letter	CAO
Presidential Response Letter, if applicable	College President (3 <sup>rd</sup> year only)

- 10.09.03 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.

10.09.04 Intellectual property rights of individual portfolio items are determined pursuant to [Article 17.01](#).

10.09.05 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.

#### **10.10 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:

10.10.01 Specific areas needing improvement will be outlined by the Tenure Review

Committee in writing and discussed with the candidate within five (5) working days of the conclusion of each Tenure Review Committee meeting and/or meeting with the Chief Academic Officer, as appropriate.

10.10.02 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.

10.10.03 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.

10.10.04 When deemed appropriate, any plans for improvement for the candidate (including Action Plans) shall be developed by the Tenure Review Committee and the Chief Academic Officer in consultation with the candidate.

10.10.05 For other personnel related matters, the Chief Academic Officer 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.

## **10.11 Communication of Recommendation Results**

10.11.01 Each Tenure Review Committee, as part of its ongoing evaluation of the candidate, shall meet as a body and prepare an annual TRC Recommendation Report. This report shall be a comprehensive evaluation of the candidate based on the criteria identified in [Article 10.06](#). It shall provide commendations and suggestions for



improvement as applicable and shall clearly state the TRC's recommendation on the continued progress of the candidate through the tenure process. 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.

- 10.11.01.01 If the committee's recommendation is not unanimous, a minority report will be generated and also become part of the record.
- 10.11.01.02 The committee's report(s) will be signed by each member and include any minority recommendation.
- 10.11.02 For First and Second year candidates, the Tenure Review Committee Recommendation Report shall be issued in accordance with the following schedule:
  - 10.11.02.01 For candidates whose appointments begin in fall quarter, by the first Monday after May 1 (in their first year) for evaluation of the first and second quarters; by the first Monday after May 1 (in their second year) for evaluation of the third, fourth, and fifth quarters.  
  
For candidates whose appointments begin in winter quarter, by the first Monday after October 1 (in the subsequent year) for evaluation of the first and second quarters; by the first Monday after October 1 (in the subsequent year) for evaluation of the third, fourth, and fifth quarters.
- 10.11.03 For first and second year candidates copies of these TRC Recommendation Reports shall be submitted to the Chief Academic Officer. The Chief Academic Officer shall write a response to the TRC Recommendation Report within fifteen (15) working days indicating agreement with it and/or

noting any commendations, questions or recommendations. This response will be part of the Tenure Portfolio. Should this response require the addressing of performance-related concerns, the process described in [Article 10.09](#) will be followed.

- 10.11.04 For Third Year candidates, the Tenure Review Committee Recommendation Report shall be issued in accordance with the following schedule:
- 10.11.04.01 For candidates whose appointments begin in fall quarter, by the first Monday after February 15;
- For candidates whose appointments begin in winter quarter, by the first Monday after May 15.
- 10.11.05 Copies of the third-year Recommendation Report along with the candidate's Tenure Portfolio shall be submitted to the Chief Academic Officer. The Chief Academic Officer shall write a response within ten (10) working days to the Recommendation Report indicating agreement with it and/or noting any commendations, questions or recommendations. This response will be part of the Tenure Portfolio.
- 10.11.06 Copies of the third-year Comprehensive Recommendation Report along with the candidate's Tenure Portfolio shall then be submitted to the College President. The College President shall write a response within ten (10) working days to the Comprehensive Report indicating agreement with it and/or noting any commendations, questions or recommendations. This response will be part of the Tenure Portfolio.
- 10.11.07 If the President makes a recommendation 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.

10.11.08 At this point, the Tenure Portfolio is delivered to the Board of Trustees for review.

10.11.08.01 The following chart summarizes important dates in the Tenure Process for candidates whose appointments begin in Fall Quarter:

Item	Due Date	Responsibility	CBA Article
Tenure cohort formed	No later than Oct. 1, first year	CCCFT	<a href="#">10.04.01</a>
TRC formed	No later than Oct. 10, first year	CCCFT and College	<a href="#">10.04.01</a>
Tenure Process Compliance Report	Ongoing, updated by the last day of each quarter	TRC Chair	<a href="#">10.05.04 - 10.05.04.04</a>
TRC Recommendation Reports	First Monday after May 1 (first and second years) First Monday after February 15 (third year)	TRC	<a href="#">10.11.02.01</a>
Chief Academic Officer response letter	15 working days after TRC Recommendation Report	CAO	<a href="#">10.09.02.09</a>
Presidential response letter	10 working days after CAO response letter (3 <sup>rd</sup> year only)	President	<a href="#">10.09.02.10</a>
Tenure Portfolio to Board	After President's response letter	TRC (3 <sup>rd</sup> year only)	<a href="#">10.11.08</a>

10.11.08.02 The following chart summarizes important dates in the Tenure Process for candidates whose appointments begin in Winter Quarter:

Item	Due Date	Responsibility	CBA Article
Tenure cohort formed	No later than Feb. 1, first year	CCCFT	
TRC formed	No later than Feb. 1, first year	CCCFT and College	<a href="#">10.04.01</a>
Tenure Process Compliance Report	Ongoing, updated by the last day of each quarter	TRC Chair	<a href="#">10.05.04 - 10.05.04.04</a>
TRC Recommendation Reports	First Monday after Oct. 1 of the subsequent year for the 1 <sup>st</sup> and 2 <sup>nd</sup> quarters. First Monday after Oct 1 in the subsequent year for 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> quarters. First Monday after May 15 (3 <sup>rd</sup> year only)	TRC	<a href="#">10.11.02.01</a>
Chief Academic Officer response letter	15 working days after TRC Recommendation Report	CAO	<a href="#">10.09.02.09</a>
Presidential response letter	10 working days after CAO response letter (3 <sup>rd</sup> year only)	President	<a href="#">10.09.02.10</a>
Tenure Portfolio to Board	After President's response letter	TRC (3 <sup>rd</sup> year only)	<a href="#">10.11.08</a>

## 10.12 Candidate Rights and Expectations of the Tenure Process

- 10.12.01 The Tenure Review Committee will explain the purposes of all observations and evaluations to the candidate.
- 10.12.02 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.
- 10.12.03 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.

- 10.12.04 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 three (3) days before submission of the tenure portfolio to the Board.
- 10.12.05 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.
- 10.13 Committee Recommendation(s) and Board Decision(s) Regarding Tenure**
- 10.13.01 As described above in [Article 10.11.05](#) and [Articles 10.11.06](#), the Tenure Review Committee's recommendation(s) along with the candidate's portfolio shall be submitted to the Board of Trustees through the President's Office and Chief Academic Officer.
- 10.13.02 The Chair of the Tenure Review Committee (TRC) 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.
- 10.13.03 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.

10.13.04           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: POST-TENURE REVIEW AND PROMOTION**

### **11.01 Purpose**

The purpose of the Post-Tenure Review process is to strengthen and deepen the professional skills of Cascadia faculty and to help ensure satisfactory job performance in the post-tenure phase of their careers at Cascadia.

### **11.02 Post-Tenure Review Timeline**

Consistent with Cascadia's culture of assessment, faculty shall take part in periodic Post-Tenure Reviews. Tenured faculty shall undertake Post-Tenure Review during the fourth and eighth years following the awarding of tenure and afterwards, on a six-year cycle. However, faculty may defer a Post-Tenure Review process for one (1) academic year with the approval of the Chief Academic Officer 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.

11.02.04 In the event that a Post-Tenure Review is deferred for a year, the schedule for the next Post-Tenure Review will be revised accordingly, to keep faculty on the appropriate four or six year cycle as indicated above.

### **11.03 Post-Tenure Review Scope and Criteria**

The Post-Tenure Review shall consider a faculty member's performance since their last evaluation (e.g. Tenure or previous Post-Tenure Review) in accordance with the areas outlined in [Article 8: Workload and Faculty Responsibilities](#). The Review shall

address the areas outlined in [Article 10.06](#), namely, Teaching Learning and Assessment, Professional Development, and Leadership and Service.

#### 11.04 **Post-Tenure Review Team Composition and Selection**

A Review Team will consist of three (3) people:

- A Student Learning Dean, appointed by the Chief Academic Officer;
- One (1) Tenured Faculty member, requested by the faculty member being reviewed.
- One (1) Tenured Faculty member, mutually agreed-upon by the other two members of the team.

11.04.01 When possible, at least one (1) of the faculty on the Post-Tenure Review Team shall represent the faculty member's field or a discipline closely related to the faculty member's field. The Dean will call the first meeting of the Review Team, and assumes the role of Review Team Chair.

#### 11.05 **Post-Tenure Review Timeline**

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 who are to be reviewed (Reviewee) during the following academic year.

No later than the 4<sup>th</sup> week of the following fall quarter, the Review Team shall be formed.

The Post-Tenure Review will start in fall quarter and generally culminate no later than the seventh (7<sup>th</sup>) week of spring quarter. The Post-Tenure Review process deadlines may be extended by mutual consent of the Review Faculty and the Review Team as long as the Post-Tenure Review is completed within one year of the originally-scheduled completion date. The following chart summarizes the timeline:



Action	Date	By Whom
Reviewee notified	By end of the 8th week of spring quarter in prior year	Dean
Review Team formed	No later than the end of the 4 <sup>th</sup> week of Fall quarter	Dean and 2 Tenured Faculty on Review Team
First meeting of the Review Team	By the end of the 5 <sup>th</sup> week of fall quarter	Reviewee and Review Team
Classroom observations	During fall and winter quarter	Review Team
Self-Evaluation to Post-Tenure Review Team	By end of the 2nd week of spring quarter	Reviewee
First Draft, Post-Tenure Review Team Report to Reviewee	By the end of 4th week of the spring quarter	Review Team
Final Copy of Post-Tenure Review Team Report to Reviewee	By the end of the 6 <sup>th</sup> week of spring quarter	Review Team
Final Copy of Review Team Report (including classroom observation reports and Reviewee Self-Evaluation) and Optional Response Submitted to CAO	By the end of 7th week of spring quarter	Review Team and Reviewee
CAO Response	By the end of the 9 <sup>th</sup> week of spring quarter	CAO

11.06

#### **Post-Tenure Review Documentation**

The Post-Tenure Review documentation shall consist of:

- A self-evaluation written by the Reviewee
- Classroom observation reports written by the Review Team members
- A Post-Tenure Review Team Report written by the Review Team
- Other materials at the discretion of the Reviewee
- A request, by the Reviewee, to seek or not seek promotion to Senior Tenure 1 or Senior Tenure 2 as appropriate.

#### 11.06.01

#### Reviewee Self Evaluations

Reviewees shall write a Self-Evaluation as part of the Post-Tenure Review process. The final copy of the Self-Evaluation is due to the Review Team by the end of the second week of spring quarter. In this Self-Evaluation, (typically no more than five (5) pages) Reviewees will demonstrate critical and reflective thinking about the Teaching, Learning, and Assessment; Professional Development; and Leadership and Service activities they have undertaken at Cascadia over the period for which they are self-evaluating.

Specifically, the Self-Evaluation shall address:

**Teaching, Learning, and Assessment:** Reviewees, having undertaken Teaching, Learning, and Assessment Activities such as those outlined in [Article 8.05.04.01](#), shall draw upon course/instructor evaluations (CIEs) and other relevant experiences, to discuss what they have done, what they have learned, and what they plan to do next in the area of Teaching, Learning and Assessment.

Reviewees should address what they take to be relevant information drawn from at least twelve (12) of their CIEs over the period for which they are self-evaluating. (CIEs themselves are not required as part of the Post-Tenure Review documentation although the Review Team has the right to review them if so desired.)

**Professional Development:** Reviewees, having undertaken professional development activities such as those outlined in [Article 8.05.04.02](#), will discuss what they have done, what they have learned, and what they will do next in the area of Professional Development in order to highlight how these activities have contributed to their ongoing development as a faculty member at Cascadia.

**Leadership and Service:** Reviewees, having undertaken Leadership and Service activities such as those outlined in [Article 8.05.04.03](#), will discuss what they have done, what they have learned, and what they will do next in the area of Leadership and Service in order to highlight how these activities have contributed to their ongoing development as a member of the Cascadia community.

**11.06.02 Observations and Observation reports**

Each member of the Review Team will conduct at least one classroom observation of the Reviewee during the Post-Tenure Review Process. Typically, the observations will happen in fall or winter quarter.

Observers must observe at least one class, (face-to-face or online) but more are permitted upon agreement of the Reviewee. A written observation report shall be completed for each classroom observation. Within two (2) weeks following the observation, the observer shall meet with the Reviewee to discuss and finalize the draft observation report. Final versions of all observations shall be included in the Post-Tenure Review documentation.

**11.06.03 Additional Materials (Optional)**

Reviewees may provide the Review Team with any additional materials she or he feels is relevant to the Post-Tenure Review. Such materials shall relate to the matters which occur within the periodic (four (4) or six (6) year) review cycle.

**11.06.04 Post-Tenure Review Report**

Based on classroom observations, the Review Faculty's Self-Evaluation, and other relevant materials and experiences, the Review Team shall write the Post-Tenure Review Report. The Report shall include commendations, recommendations (if necessary) and an overall rating of the Review Faculty's performance over the

review period as either satisfactory or unsatisfactory.

A draft of the Post-Tenure Review Recommendation shall be shared with Reviewee by the end of the 4<sup>th</sup> week of spring quarter. The Reviewee shall have up to five (5) working days to examine this draft of the Report to raise questions and make comments to the conclusions and recommendations stated therein. The Review Team shall take these questions and comments into account in crafting the final version of the Report.

A final version of the Post-Tenure Review Report shall be forwarded to the Reviewee by the end of the fifth (5<sup>th</sup>) week of spring quarter. The faculty member may submit a written response to the Report. The Post-Tenure Review Report and any response on the part of the Reviewee shall be attached together and signed by both parties to verify knowledge of the statement(s) contents. These documents will be submitted to the Chief Academic Officer by the end of the 7<sup>th</sup> seventh week of spring quarter. The CAO shall have until the end of the 9<sup>th</sup> week of spring quarter to write a response, indicating agreement or disagreement with the report or calling for procedures to address an unsatisfactory evaluation

#### **11.07 Procedures to Address an Unsatisfactory Recommendation**

An Reviewee whose Post-Tenure Review Report rated his or her performance as 'unsatisfactory,' shall collaborate with a Tenured Faculty Improvement Team by the sixth (6<sup>th</sup>) week of the quarter that follows the unsatisfactory recommendation (known as Quarter One (1)).

The Improvement Team will be made up of a Student Learning Dean and two (2) Tenured Faculty as chosen by the CAO. The Improvement Team shall meet with the faculty a minimum of two (2) times each quarter. The Improvement Team shall

utilize the same general procedure as outlined in [Article 11.04](#) above as part of its process. The primary goal of the Improvement Team is to assist the faculty member in shifting her or his performance to satisfactory.

The faculty member shall develop, collaboratively with the Improvement Team, a plan of action for improving the faculty member'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 (2<sup>nd</sup>) week of Quarter two (2). The action plan may be modified as needed during Quarter two (2) by mutual consent of the Improvement Team and the faculty member.

The Improvement 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 Improvement Team shall provide a summary analysis of less than two (2) pages to the faculty member and the Chief Academic Officer.

By the end of Quarter three (3), the Improvement Team will prepare a revised Post-Tenure Review Report, addressing those areas deemed "unsatisfactory" in the original Report. Data (as judged appropriate by the Improvement Team) may be collected from such sources as students, peers, administrator(s), and the faculty member's self-evaluation. If additional unsatisfactory performance issues are identified by the Improvement Team, they will first meet with the faculty member and provide her/him an opportunity to respond prior to documenting in the revised Post-Tenure Review Report. The revised Post-Tenure Review Report draft will be shared with the faculty member and submitted to the Chief Academic Officer in the same manner as [Article 11.06.04](#).

#### Summary of Timelines if Performance Unsatisfactory

Action	Date	By Whom
Collaborate if performance rated 'unsatisfactory'	By the 6 <sup>th</sup> week of quarter following assessment (Quarter 1)	Faculty member & Tenured Faculty Improvement Team
Initial Draft of Action Plan	By the end of the 2 <sup>nd</sup> week of Quarter 2	Faculty member
Summary Analysis	By end of Quarter 2	Improvement Team
Prepare revised Post-Tenure	By end of Quarter 3 (after assessment year)	Improvement Team

If the Faculty member's overall performance is rated "satisfactory," then the Faculty member returns to the regular review process.

If the Faculty member's overall performance is still rated as "unsatisfactory," then the Improvement Team shall forward a copy of all documentation to the Chief Academic Officer. After a review of the documentation and the recommendation of the Evaluation Team, the Chief Academic Officer shall:

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

#### **11.08 Tenured Faculty Promotional Criteria**

Tenured faculty who request promotion and who receive a satisfactory Post-Tenure Review Recommendation from the CAO become eligible for promotion to the appropriate post-tenure promotional level (Senior Tenure 1 or Senior Tenure 2).

#### **11.09 Tenured Faculty Promotion**

Assuming the criteria stated above are met, the Chief Academic Officer shall approve the promotion to the next level (Senior I or Senior II) based on the criteria

in [Article 9.04.04.01](#).

A promotion carries with it additional responsibilities and duties. These are as follows:

**For Senior Tenure 1:**

Faculty members who are promoted to Senior 1 Tenured Faculty become accountable for higher level institutional leadership. These leadership responsibilities relate to areas such as those noted below and involve working collaboratively with the deans to accomplish institutional goals:

- curriculum development within and between disciplines
- assisting colleagues in navigating the curriculum processes at Cascadia and the SBCTC
- development and/or refinement of quarterly and annual course schedules
- development of articulation opportunities and maintenance of articulation agreements
- accreditation assessment and documentation processes
- enhancing international education
- developing college budgets and monitoring project budgets

**For Senior Tenure 2:**

Faculty members who are promoted to Senior Tenure 2 Faculty become accountable for higher-level institutional leadership responsibilities. These leadership responsibilities relate to areas such as those noted above in Senior Tenure 1 which involve working collaboratively with administration to accomplish institutional goals. Faculty members who are promoted to Senior 2 Tenured Faculty also become accountable for providing

professional development opportunities for other faculty to develop leadership skills such as the following:

- Work collaboratively with administration to provide professional development opportunities for faculty members to increase understanding of processes in higher education
- Serve as mentors for faculty moving into leadership roles within the college.

Specific higher level responsibilities for both Senior Tenure I and Senior Tenure 2 will be assigned by the Chief Academic Officer after consultation with the faculty member and appropriate Deans for Student Learning. The assignment will be based on an assessment of the leadership needs of the college and the competencies of the individual faculty member. The higher level responsibilities may change annually as the needs of the college change.

#### **11.10 Promotional Periods**

Faculty may delay applying for promotion following their required Post-Tenure Review process if they so desire by indicating this in their Post-Tenure Review documentation. In the event that a faculty member who has delayed promotion wishes to apply for promotion, they must do so in writing so by the 7<sup>th</sup> week of spring quarter in the year preceding the one for which they are seeking promotion. Upon attaining promotional level Senior Tenure I, however, a faculty member must remain at Senior Tenure 1 for a minimum of four (4) years before applying for Senior Tenure 2, although the regularly-scheduled Post-Tenure Review cycle does not change (i.e. it comes up four years after the previous Post-Tenure Review.)



**11.11****Records Disposition**

The Chief Academic Officer shall forward a signed copy of the Post-Tenure Review Recommendation 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 Full-Time Faculty and seeks to recognize this contribution by ensuring that temporary full-time faculty have the support and guidance needed to fully participate and succeed in the college community. A Full-Time Temporary Faculty member is typically employed as a full-time temporary replacement for a period of one year (or portion thereof). If necessary, and by decision of the Chief Academic Officer and approval by CCCFT, a position can be extended to a maximum of two consecutive years. Should the College wish to continue employing a Full-Time Faculty member in this position beyond two years, however, the position must be converted to Full-Time Tenure-Track and opened to the College's standard competitive application process.

Employment under a full-time temporary status contract does not count towards a candidate's tenure-track process. Tenure-track assessment begins when a candidate is employed as a Full-Time Tenure-Track Faculty.

### **12.02 Full-Time Temporary Faculty Professional Development**

Full-Time 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 full-time temporary faculty in their status as a full-time temporary faculty, follow the same assessment and evaluation process as associate faculty as described in [Article 14](#), with the following addition:

Full-time 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 (1) classroom observation (total) in each of the first two (2) quarters that the full-time temporary faculty teaches and will be expected to meet with the full-time 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 full-time faculty with development in the same areas of concern to those formal committees: teaching and learning, collegiality, and professional development.

The Associate Faculty Administrative Observation Process, described in [Article 14.03](#), is to be followed with the modification that should a full-time temporary position be extended to a second (2<sup>nd</sup>) year, that a Dean will conduct an evaluation during the second (2<sup>nd</sup>) quarter of that second (2<sup>nd</sup>) year.

## ARTICLE 13: ASSOCIATE FACULTY

### 13.01 Associate Faculty

#### 13.01.01 Definition

An *Associate Faculty member* is a faculty member who is neither tenured, tenure-track, nor on a temporary full-time contract. By definition, an Associate Faculty is a part-time faculty member. An 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 subject to the terms and conditions set out in [Article 13.03.02](#) "Removal from the Hiring Pool." Upon being hired an Associate Faculty member must complete a faculty orientation which shall be compensated in accordance with [Article 13.05](#).

#### 13.01.02 Probationary and Full Associate Faculty

An Associate Faculty member is considered *probationary* until s/he has been placed in the Associate Faculty hiring pool via the process described in [Article 13.02](#) below. Placement into the Associate Faculty hiring pool is a promotion which removes that probationary status and carries with it increased responsibilities and increased compensation. Associate Faculty in the Associate Faculty hiring pool, known as Full Associate Faculty, assume the following additional professional responsibilities:

- Participate in Outcomes Assessment
- Participate in discipline activities, including discipline meetings (in-person or virtually)

#### 13.01.03 Priority Hire Associate Faculty: A *Priority Hire Associate Faculty* member is an Associate Faculty member who is eligible for an annual contract (who is on the

Priority Hire Seniority List) by meeting all the criteria defined in the remaining provisions of this [Article 13.01.03](#) and [Article 14.02.08](#) and [Article 13.01.03.02](#).

An annual contract is for a specified number of classes per academic year. An annual contract carries with it no promise or expectation of continued employment beyond the contract period, and the college maintains its management right to decide whether or not to rehire a Priority Hire associate faculty member. Priority Hire Associate Faculty maintain their status, and eligibility for annual contracts so long as they remain on the Priority Hire Seniority List.

13.01.03.01 Eligibility for Priority Hire Faculty status occurs when an Associate Faculty member has taught at least seventy (70) credits within the previous three (3) academic years. Credit will be counted in each of the four (4) quarters within the academic year. Or alternately taught at least one (1) class per quarter in eight (8) of the previous twelve (12) quarters (including summers).

13.01.03.02 To apply for Priority Hire Associate Faculty status, a Full Associate Faculty member makes a request for Priority Hire Associate Faculty status to the appropriate Dean for Student Learning by the third (3<sup>rd</sup>) week of winter quarter which shall include:

- Course Instructor Evaluations from at least 50% of their classes from the last six (6) quarters
- At least one (1) administrative observation conducted specifically as part of the application for Priority Hire Associate status
- At least one (1) peer observation conducted specifically as part of the application for Priority Hire Associate status

- The self-assessment as described in [Article 14.02.08](#)

- 13.01.03.03 Approval of Priority Hire Associate Faculty status is given from the Chief Academic Officer. Approval or rejection will be given in writing by the sixth (6<sup>th</sup>) week of winter quarter. Associate Faculty who are not granted Priority Hire Associate status may request to meet with the Chief Academic Officer before the end of the quarter. After receiving feedback on the reasons for the denial, faculty members will have ten (10) working days to submit a written follow-up to their application that responds to the feedback received. The Chief Academic Officer shall have ten (10) working days to consider the appeal and make a final decision which shall not be subject to further appeals or to the grievance and arbitration provision of this contract. If an Associate Faculty member is not granted Priority Hire Associate status, s/he will be given an opportunity to reapply in the subsequent year.
- 13.01.03.04 Upon attainment of Priority Hire Associate status, the Priority Hire Associate Faculty member enters into the Priority Hire Seniority List, thereby becoming eligible for an annual contract. Being on the Priority Hire Seniority List is no guarantee of receiving an annual contract.
- 13.01.03.05 A promotion to Priority Hire Associate Faculty status carries with it increased responsibilities and increased compensation. Priority Hire Associate Faculty must do at least one (1) of the following each quarter (excluding summer) they teach for Cascadia:
- Participate in a Cascadia-sponsored professional development activity  
(a Cascadia-sponsored pre-fall professional development activity counts for fall quarter)

- Conduct a Peer Observation
- Mentor a new Associate Faculty Member

## **13.02 Associate Faculty Hiring Pool and Priority Hire Seniority List**

### **13.02.01 Associate Faculty Hiring Pool**

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

### **13.02.02 Priority Hire Seniority List**

The College shall maintain one (1) official Priority Hire Seniority List which includes the date that the Priority Hire Associate Faculty attained Priority Hire Associate Status as well as the original hire date on which they started teaching for Cascadia.

### **13.02.03 Placement in Hiring Pools**

The College reserves the right to enlarge the Full Associate Hiring Pool by adding new Associate Faculty who have completed their first quarter of teaching, although typically placement into the hiring pool will occur during the second (2<sup>nd</sup>) quarter. Probationary Associate Faculty shall be placed in the Associate Faculty Hiring Pool by the respective Dean after completing an Administrative observation and receiving a positive Administrative Evaluation Statement (AES). The Probationary Associate Faculty will receive their AES by the eighth (8<sup>th</sup>) week of their second (2<sup>nd</sup>) quarter of teaching which will state that they are a) moved into the Associate Faculty Hiring Pool, b) not moved into the Associate Faculty Hiring Pool and separated from the College, or c) are that their probationary period is being extended for one (1) quarter, along with reasons for the decision. The Associate

Faculty will have ten (10) days to respond as described in [Article 14.03.03](#).

13.02.04 Placement on the Priority Hire Seniority List.

The college reserves the right to enlarge the Priority Hire Seniority List by adding new Priority Hire Associate Faculty whose Priority Hire application has been approved.

13.02.05 A formerly-tenured faculty member who returns to Cascadia to teach as an associate faculty member is eligible to be placed at either Full Associate or Priority Hire Associate status depending on when their last evaluation (Tenure or Post-Tenure Review) took place. If this evaluation was successful and took place within the past 5 years, the faculty member may choose to be placed at Priority Hire status with a Seniority date of their starting date as an Associate Faculty member; if the evaluation took place longer ago than 5 years, the faculty member shall be placed at Full Associate status and is eligible to apply for Priority Hire status after teaching as an Associate Faculty for two quarters.

**13.03 Class Assignment based on Hiring Pools**

Class assignment maximums: No more than twelve (12) classes in an academic year, excluding summer, and no more than a 1.5 load in any quarter, including summer.

13.03.01 Associate Faculty/Priority Hire Associate Faculty Class Assignment

13.03.01.01 Priority Hire class assignments will be made after Full-Time Faculty have been assigned their full load and moonlight classes. Full Associate and Probationary Associate Faculty course assignments will be made after Priority Hire Associate Faculty have been assigned their classes.

13.03.01.02 Annual Contract Seniority: Annual contracts are awarded based on College needs,



expertise of the faculty, and placement on the Priority Hire Seniority List. Seniority is determined by the year that a Full Associate Faculty becomes Priority Hire Associate Faculty. In the case of ties, original hire date as a faculty member will be used as a tiebreaker. In the case of ties, then total number of credits taught over the past six (6) quarters, excluding summer quarter will be used as a tiebreaker.

13.03.01.02.01 Annual Contract Bumping Rights: Priority Hire Associate Faculty who have been awarded an annual contract have bumping rights over another Probationary or Full Associate Faculty when the class is needed to meet his/her annual contract course load. A full-time faculty does not have bumping rights over any classes in the Priority Hire Faculty's annual contract course load. A full-time faculty does not have bumping rights over any Associate Faculty's classes for classes above the Full-Time Faculty's contractual load.

13.03.02 Removal from the Hiring Pool

Associate Faculty or Priority Hire Associate Faculty may be removed from the respective Hiring Pool by the appropriate Dean for any of the following reasons:

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

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

13.03.02.03 The faculty member has failed 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 generated by his or her evaluation.

13.03.02.04 The faculty member has failed to implement or complete a plan of correction as

part of a disciplinary action.

13.03.02.05 An Associate Faculty member who is removed from the Hiring Pool may re-apply to teach for Cascadia, and if hired, restarts the process as a new Probationary Faculty.

13.03.02.06 Priority Hire Seniority List Removal

A Priority Hire Faculty retains his or her place on the Priority Hire Seniority List as long as s/he continues to accept annual contracts as offered, with the exception that s/he may decline one year without losing seniority. Should a Priority Hire faculty decline two consecutive years of annual contracts that are offered, s/he will lose his/her seniority and be placed at the bottom of the current Priority Hire Seniority List.

13.03.03 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.

13.03.04 Publication of the Hiring Pools

The Office of the Chief Academic Officer shall update and publish the official Hiring Pool by September 1<sup>st</sup> of each year.

#### **13.04 Annual Contracts**

A Priority Hire Associate Faculty is eligible to be considered for an annual contract.

The College will offer annual contracts to Priority Hire Associate Faculty subject to the following limitations:

13.04.01 Insufficient enrollment

13.04.02 Insufficient funds

- 13.04.03 The faculty member's failure to comply with the laws, rules and regulations of the State of Washington and/or Cascadia College.
- 13.04.04 Inability of the Priority Hire Associate Faculty member to meet any certification or discipline requirements for courses open for assignments.
- 13.04.05 The number of Priority Hire Associate Faculty to receive annual contracts shall be determined by the College.
- 13.04.06 An annual contract guarantees a Priority Hire Associate Faculty a set number of classes per academic year, with the minimum Priority Hire contract being three (3) classes per year and a maximum of twelve (12) classes per year, excluding summer. The College will decide how many annual contracts will be offered and how many classes those contracts will be for. When feasible, annual contracts will be for a minimum of six (6) classes, unless a smaller number is requested by the Priority Hire Associate Faculty. The process for fulfilling annual contracts is as follows:
1. Priority Hire Associate Faculty on the Priority Hire Seniority List will be informed prior to the end of Spring quarter of the preceding academic year that they are being offered an annual contract with the specified number of classes in their contractual load.
  2. Priority Hire Associate Faculty with annual contracts will be assigned classes after full-time faculty have been assigned their full load of classes and moonlights. Full-Time Faculty will not have bumping rights over a Priority Hire Associate Faculty's annual contract assignments.
  3. Should the College not be able to provide the Priority Hire Associate Faculty a sufficient number of classes to meet their annual contract, the College

must make arrangements that ensure that the Priority Hire Associate Faculty is compensated to a level commensurate with teaching those classes that are part of their annual contract.

**13.05 Compensation**

**13.05.01 Salary and Benefits**

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

**13.05.02 Associate Faculty Parity**

Associate Faculty parity factor refers to money earmarked by the state legislature (if any) to improve Associate Faculty salaries in relation to Full-Time salaries. It is the intent of the College to work towards parity.

**13.05.03 Additional Duties Compensation**

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

**13.05.04 Compensation for Cancelled Classes**

**13.05.04.01** Associate Faculty will be compensated one hundred and fifty dollars (\$150) per class if the class is cancelled or reassigned within seven (7) work days before the scheduled start of the class, and the faculty member does not receive a replacement class;

**13.05.04.02** 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.

**13.05.04.03** Associate Faculty who do not have an annual contract 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.

**13.05.05 Compensation for Orientation**

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

**13.06 Classroom Workload Factors**

All Associate Faculty members shall have their percent of full-time load based on their faculty instructional contract 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

**13.07 Other**

**13.07.01 Pre-Approved Release Time**

All Associate Faculty shall be eligible for release time for work-related professional activities when pre-approved by the appropriate Dean.

**13.07.02 Public Recognition of Associate Faculty**

The names of Associate Faculty in the Hiring Pool will be included on the College's public website. This list will be updated annually by September 15<sup>th</sup>. Faculty may choose to have their names excluded from the published list.

**13.07.03 Awards**

All Associate Faculty shall be eligible for all College service awards.

**13.07.04 Office Hours**

All Associate Faculty shall be expected to be available for student consultation

pursuant to [Article 8.05.03](#), Office Hours.

#### 13.07.05 Textbook Selection

All Associate Faculty shall be invited to participate in any discipline or program-wide textbook deliberations. When the faculty within a discipline group has agreed to use a particular textbook for a course, then all faculty members teaching that course shall adhere to that decision. Otherwise faculty selects their own textbooks for their courses. However, if the 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.

All 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 Faculty member shall be invited to participate in the deliberations and shall adhere to the faculty-driven curricular decisions.

#### 13.07.06 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.

#### 13.07.07 Office Space

All 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.

13.07.08 Discipline Meetings

13.07.08.01 Probationary Associate Faculty shall be invited to participate in discipline meetings and other committees and shall be compensated when pre-approved by the appropriate Dean.

13.07.08.02 Non-probationary associate faculty shall participate in discipline meetings (in-person or virtually) as a part of his/her workload.

**13.08 Academic Work by Administrators and other Professional Exempt Employees**

13.08.01 Qualification Requirement: No administrator or other nonacademic employee may teach a given course in the District until or unless he or she is approved as qualified to do so by the Chief Academic Officer following a review of the individual's credentials.

13.08.02 Exclusion of Administrators from the Bargaining Unit: Administrators carrying out faculty duties under the provisions of this Article shall not be deemed academic employees as long as their responsibilities and authority otherwise continue to qualify them as "administrators."

13.08.03 Inclusion of other Nonacademic Employees in the Bargaining Unit: Other nonacademic employees who carry out faculty duties under the provisions of this Article shall be included as part-time academic employees in the bargaining unit, and their terms and conditions of employment while carrying out such duties shall be governed by the AGREEMENT.

## **ARTICLE 14: ASSOCIATE FACULTY EVALUATION**

### **14.01 Purpose**

The purpose for conducting this evaluation process is to ensure quality teaching and professional conduct. The Associate and Priority Hire Associate Faculty Evaluation and Discipline articles describe separate processes that may address issues concurrently.

### **14.02 Evaluation 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 Evaluation**

Upon accepting a teaching assignment at the College, the faculty member will be assigned to a Full-Time or Priority Hire Faculty member who shall serve as mentor.

#### **14.02.03 Compensation for Meetings**

Associate and Priority Hire Associate Faculty will be compensated at the additional duties rate for any meeting called by the College as part of their evaluation process. Associate and Priority Hire faculty can be compensated at a reduced “Meeting/Professional Development” rate for certain Professional Development activities made available through the College.

#### **14.02.04 Evaluation Materials**

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 evaluation information.

14.02.05 Criteria for Evaluation

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 [Article 6.08: CIEs](#) in all classes for the first three (3) quarters of teaching by the instructor. Thereafter, CIEs will be administered as per [Article 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 quarter of teaching, a Peer Observation will be conducted.

Thereafter, a Peer Observation will be conducted at least once every three (3) 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 be conducted by a Full-Time Faculty member or Priority Hire Associate Faculty 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 Peer

Observations per year. As part of their regular workload, Priority Hire faculty may be asked to perform up to two (2) Associate Faculty Peer Observations per year.

The designated observer will write up the findings of the Peer Observation with the faculty member being observed. The faculty member may respond in writing to the peer observation and have his/her response attached to the written peer

observation. A written copy of the Peer Observation and any response shall be forwarded to the faculty member and the appropriate Dean for Student Learning.

#### 14.02.08 Priority Hire Contract Self-Assessment

As part of the application for the Priority Hire Pool, an Associate Faculty will complete a written self-assessment. Drawing upon written Peer and Administrative Observations and CIEs, each faculty member shall complete a reflective, self-assessment of no more than three (3) pages. The self-assessment shall be included in the application for Priority Hire status by the end of the third (3<sup>rd</sup>) week of Winter Quarter. 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 specifically 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 CIEs and any other assessments and feedback provided.
- 14.02.09 Administrative Observation
- The appropriate Dean for Student Learning may schedule Administrative Observations to assess a faculty member's teaching and learning. When scheduling Administrative 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.
- 14.02.10 Additional Materials
- The faculty member may submit additional assessment related materials.
- 14.03 Administrative Observation Process**
- 14.03.01 Timeline
- A Probationary Associate Faculty will have an Administrative Observation before the eighth (8<sup>th</sup>) week of the second quarter of his/her teaching. By the eighth (8<sup>th</sup>) week, the Probationary Associate Faculty will receive a written Administrative Observation along with an Administrative Evaluation Statement (AES) based on that observation which states that one of the following is the case: a) they are moved into the Associate Faculty Hiring Pool; b) they are not moved into the Associate Faculty Hiring Pool; or c) their probationary period is being extended for one quarter. The documentation will be presented in a face-to-face meeting and will clearly explain the reasons for the decision. The Administrative Observation along with the AES shall be based on their evaluation criteria. A written copy of the

Observation and the AES shall be given to the faculty member. The faculty member will have ten (10) working days to respond in writing to the AES and have his/her response attached to the observation.

Non-probationary Associate Faculty may be scheduled for an Administrative Observation as indicated in [Article 14.02.09](#). Following this observation, an Associate Faculty member will receive a written Administrative Observation along with an Administrative Evaluation Statement (AES) based on that observation which states that one of the following is the case: a) they are continuing on in their appropriate Associate Faculty Hiring Pool; b) they are being asked to develop and complete an Improvement Plan; or c) they will be observed and evaluated again in the following quarter. The documentation will be presented in a face-to-face meeting and will clearly explain the reasons for the decision.

14.03.02 Administrative Evaluation Statement (AES)

The appropriate Administrator shall observe the faculty member's teaching using this and other relevant information to rate their job performance according to the evaluation criteria. A written AES shall summarize the Administrator's findings, noting any specific concerns and/or commendations.

14.03.03 Distribution of the AES

The AES shall be shared with the faculty member by the eighth (8<sup>th</sup>) 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 AES 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.

**14.03.04 Results of the Administrative Evaluation Rating**

In accordance with the Associate Faculty Article, a satisfactory rating from an initial administrative evaluation shall result in placement in the hiring pool. For a non-probationary Associate Faculty, a satisfactory rating from an administrative evaluation shall result in continued placement in the hiring pool. If the non-probationary Associate 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 Removal From 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 remove the associate faculty member from the hiring pool.

#### 14.05 **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 Office of Human Resources record and be maintained in the faculty member's personnel file in accordance with [Article 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 [Article 17: Intellectual Property](#).

## **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<sup>st</sup> through August 31<sup>st</sup>. Upon initial employment, a full-time faculty member shall be credited with a total of ninety six (96) compensable hours on the first day (1<sup>st</sup>) 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, an Associate Faculty member will

be credited with the full number of hours leave entitled for that quarter.

Following the initial quarter, 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 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 Chief Human Resources Officer 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 ([Article 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 [Article 8.05.01](#) in the Workload and Faculty Responsibilities article, 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<sup>st</sup> 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 Chief Academic Officer.

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( ); 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 Chief Academic Officer 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 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 [Article 15.03](#) as appropriate. At no time shall a faculty member receive compensation in excess of time worked, as stated in [Article 9: Salaries and Benefits](#).

Pay Deduction Calculation Example (as per [Article 15.03](#))

<b>Full-Time Faculty Example</b>		<b>Associate Faculty Example</b>	
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 Service member: Family Leave will be provided to an eligible employee who is the spouse, child, parent, or next of kin to a covered service member to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member 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 Chief Academic Officer 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 (12) workweeks granted under [Article 15.12](#) Family Medical Leave. 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 his/her 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 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 [Article 15.02](#). 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                    Unpaid Holidays for a Reason of Faith or Conscience**

Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religion denomination, church or religious organization. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by [WAC 82-56: Undue Hardship](#) or the employee is necessary to maintain public safety.

**15.22                    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.

**15.23                    Sabbatical Leave**

15.23.01                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.

15.23.02                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 his/her 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.

15.23.03                A tenured faculty member may apply for his/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 College. Subsequent sabbatical leave may be requested after fifteen (15) quarters, not including summer quarters, following the preceding sabbatical.

15.23.04                While on remunerated sabbatical, leave is accrued at the same percentage rate as salary.

- 15.23.05      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.
- 15.23.06      No later than the end of the first (1<sup>st</sup>) quarter after returning to the College, recipients of sabbatical leave must submit a written report to the Chief Academic Officer 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.
- 15.23.07      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.
- 15.23.08      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.
- 15.23.09      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 [Article 15.23.08](#). Salary for sabbatical leave will be as follows:

- 15.23.09.01 Faculty approved for sabbatical leave for one (1) quarter will receive one hundred percent (100%) of the total pro-rated annual salary.
- 15.23.09.02 Faculty approved for sabbatical leave for two (2) quarters will receive eighty percent (80%) of the total pro-rated annual salary for the quarters in which leave is taken.
- 15.23.09.03 Faculty approved for sabbatical leave for three (3) quarters will receive sixty percent (60%) of the total pro-rated annual salary.
- 15.23.10 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.
- 15.23.11 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.
- 15.23.12 Pursuant to [RCW 28B.10.650](#) the average number of annual remunerate 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.
- 15.23.13 Sabbatical Application Procedure. The Chief Academic Officer or designee shall call for written applications from eligible academic employees to be received by January 15<sup>th</sup> . The CAO or designee will base their decision about whether to



recommend in favor of the sabbatical proposal to the College President exclusively upon the criteria given below.

The CAO or designee shall make their recommendation no later than February 15<sup>th</sup>. Copies of this written recommendation shall be sent to the President.

- 15.23.14      Applicant Procedures. An applicant for sabbatical leave shall submit an application to the Chief Academic Officer or designee by January 15<sup>th</sup> of the academic year preceding the proposed leave. The applicant shall notify the Chief Academic Officer or designee 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.
- 15.23.15      Criteria for Selection. The Chief Academic Officer or designee shall use four (4) criteria for selection of academic employees to receive sabbaticals:
- 15.23.15.01    the merit of the sabbatical project in relation to the applicant's professional development plans,
- 15.23.15.02    the applicant's current and previous contributions to the college community,
- 15.23.15.03    the proposal's relevancy to the College's academic plan, and
- 15.23.15.04    whether or not the applicant has had a previous sabbatical. In instances where these criteria are equal, seniority shall be the determining factor.
- 15.23.16      The CAO or designee shall review written sabbatical leave proposals and make recommendations to the College President. The CAO or designee recommendations may be ranked.

#### **15.24 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) 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 [Article 8: Workload and Faculty Responsibilities](#) and either [Article 10: Tenure](#) or [Article 11: Post Tenure Review](#), as appropriate, and in consultation with the faculty member's immediate supervisor.

Professional development outcomes may be updated annually as appropriate.

All Associate Faculty shall be defined as currently employed faculty who are not Full-Time Faculty.

**16.04 Full-Time Faculty Funding**

Each full time faculty member shall be granted two thousand eight hundred and twenty-five dollars (\$2825.00) in professional development funds for the three-year term of this contract. Funds may be spent in any or all of the three years at the faculty member's discretion subject to appropriate use of funds provisions described below. Any unused funds remaining from a faculty member's \$2825.00 allocation at the end of this three (3)-year contract cycle returns to the College.

Faculty members are encouraged to work with the appropriate Dean for Student Learning to undertake professional development activities that are consistent with faculty members' professional development outcomes as developed under the [Tenure](#), Post Tenure Review and [Workload](#) Articles of this agreement.

**16.05 Associate Faculty Funding**

The College will budget an additional five thousand five-hundred dollars (\$5,500) annually to support Associate Faculty professional development. Use of

funds shall be consistent with the guidelines described in [Article 16.06](#). All Associate Faculty are eligible to apply to receive professional development funding during any quarter in which they are teaching for Cascadia. Professional development funding will be disbursed on a first-come/first-serve basis each year until the yearly allocation is spent. Each Associate Faculty member is limited to a total award of seven-hundred dollars (\$700) over the course of the three years of this contract. If there are any remaining funds at the end of year one, they will be added to the year two budget; any remaining funds at the end of year two will be added to the year three budget, any funds remaining at the end of year three will be returned to the College.

**16.06 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. Pursuant to state regulations and guidelines, uses may include costs related to attendance at workshops, conferences, courses or seminars (e.g., registration, travel, lodging, and per diem).

## **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 minimis 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 minimis 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 minimis 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 [Article 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 h/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/her materials that are jointly owned the process for distributing reimbursements first will follow [Section 17.03](#) 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 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 [Article 17.03](#).

## **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

([Article 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 [Article 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 ([Article 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

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<sup>st</sup> 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 College after signing a contract, a letter of resignation should be submitted to the Chief Academic Officer 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.

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 no later than May 1<sup>st</sup>, the academic employee shall notify the appropriate Dean for Student Learning and the Chief Academic Officer in writing of his/her intent to retire at the end of the current 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 Voluntary Employee Benefits Plan (VEBA)
- 19.02.02.01 The College agrees to contribute to the VEBA Plan (“Plan”) on behalf of all employees in the Cascadia Community College Federation of Teachers (“Group”) defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Enrollment Form to become a Plan participant and be eligible for benefits under the plan.
- 19.02.02.02 All leave cash out contributions to the Plan on behalf of each eligible employee shall be based on the cash-out value of unused leave days to hours accrued by such employee available for contribution. In accordance with [RCW 28B.50.553](#), such cash out contributions shall be the equivalent of one (1) day’s current monetary compensation of the employee for every four (4) full days of accrued sick leave.
- 19.02.02.03 For sick leave cash outs, it is understood that all eligible employees will be required to sign and submit to the College a hold harmless agreement complying with [RCW 28B.50.553](#). If an eligible employee fails to sign and submit such agreement to the College, the College will not make sick leave cash-out contributions to the Plan at

any time during the term of this agreement, and the eligible employee will not be permitted to participate in the Plan and remuneration for compensable accrued leave shall be forfeited.

19.02.02.04 College contribution on behalf of each eligible employee shall be based on the following selected funding sources:

- Sick Leave Cash Out (upon retirement). Eligibility for sick leave cash out contributions upon retirement is defined as employees who retire during the term hereof with sick leave conversion rights.

19.02.03 Emeritus Status

An individual contemplating retirement should decide whether to apply for Emeritus status as outlined in [Article 6.07](#) of [Article 6: Employee Rights](#). 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: Chief Academic Officer Level

If the grievance is not resolved at Step One, the CCCFT may move the grievance to Step Two: Chief Academic Officer or designee. The appeal must be filed within ten (10) work days after the response at Step One is received. The Chief Academic Officer 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 Chief Academic Officer 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.

## 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 Chief Academic Officer 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) workdays 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.

## **ARTICLE 21: 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 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 [Article 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 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

[Article 21.02](#)

Cascadia 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
Business/Accounting
Chemistry
Communication (Multi- cultural Communications & Speech Communications)
Developmental English
Developmental Math
Drama
Earth Sciences

Economics
Education
Engineering
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 [Article 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 ([Article 21.01.03](#)) 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.
- 21.05.02.04      Good Standing: The program or discipline has adequate enrollments and no significant deficiencies. The Student Learning Council will make its recommendation to the Chief Academic Officer for her/his review and approval.
- 21.05.02.05      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 Chief Academic Officer for her/his approval that the program be moved to Good Standing, retained in Focus Status or moved to Termination Status.
- 21.05.02.06      Termination: If deficiencies are identified through the program review process that cannot be resolved, the Chief Academic Officer 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 [Article 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 [Article 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 his/her 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 [Article 21.03](#). 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 his/her 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 an 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, 2015, until and including June 30, 2018.

Signatures on file.

## **APPENDIX A: Permanent Status and Permanent Status Track Faculty**

### **APP.01**

Scope of Appendix:

Terms and conditions of the Master Agreement (CBA) apply except as specifically noted in the Master Agreement OR set out below as separate terms and conditions of employment. Throughout the Master Agreement, in all places that the terms “Tenured Faculty” or “Tenure-Track Faculty” appear, it is to be understood that these articles apply equally to Permanent Status Faculty or Permanent Status Track Faculty. Except as specifically covered in this appendix, in the master agreement where the term Tenure or Tenure Track is used, for the purposes of academic employees covered under this appendix the terms Permanent Status or Permanent Status Track shall be substituted.

### **APP.02**

Article 1: Definition: A Permanent Status Faculty

A Permanent Status Faculty member is defined as a fulltime non-tenure track faculty member who is subject to the same conditions of employment as a fulltime tenured faculty member with the sole difference being that his or her position is not funded out of state-allocated funds. Faculty whose positions are funded at least 51% through “special funds” as defined in [WAC 131-16-400](#) shall be covered under this Appendix. A Permanent Status Track Faculty member is a fulltime non-tenure track faculty member who is undergoing the process, identical in all but name to tenure track that leads to Permanent Status.

“Permanent Status” shall mean a faculty appointment for an indefinite period of time which may be revoked only for lack of funding or adequate cause and by due process.

**APP.03****Purpose:**

The purpose of permanent status is to protect academic employee rights and academic employee involvement in the establishment and protection of these rights and to define a reasonable and orderly process for the appointment of academic employees to permanent status and for the non-renewal of probationary academic employees.

**APP.04****Permanent Status Faculty Evaluation Process:**

A Permanent Status Track faculty proceeds through the same three-year process of evaluation as does a tenure-track faculty member. He or she shall be included in a tenure cohort under the same terms and conditions as tenure-track faculty members. The only difference in their evaluation shall be the wording in the recommendation from their TRC, which shall recommend (or not) to have the faculty member continue on in the Permanent Status process.

**APP.05****Post Permanent Status Review**

A Permanent Status Track faculty member who successfully completes the Permanent Status evaluation process shall be granted an ongoing annual contract at the conclusion of the process. He or she will be evaluated in the fourth year of that contract under the same process as the first Post-Tenure review. A successful evaluation will make the Permanent Status faculty member eligible for promotion to Senior I Permanent Status Faculty with the same promotional responsibilities and pay raise provisions as Tenure 1. A subsequent review will take place four years later, again, under the same terms and conditions as the second four-year Post-Tenure Review. Again, a successful evaluation will make the Permanent Status Faculty member eligible for

promotion to Senior 2 Permanent Status Faculty with the same promotional responsibilities and pay raise provisions as Tenure 2. Subsequent reviews will take place on the same six-year schedule as subsequent post-tenure reviews.

**APP.06**

RIF Units:

Permanent Status faculty members shall be subject to the same conditions for reduction-in-force as are tenured and tenure-track faculty members, according to the RIF unit in which they are placed. At the time of this contract, there is only one RIF unit with Permanent Status faculty, that being Cascadia's English Language Program (ELP), which is its own RIF unit.