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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

1 **PREAMBLE**

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

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

10 This Preamble is our joint statement of commitment, and it is understood that it is not
11 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 Chief Academic Officer (CAO)

1.05 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.

1.06 College

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

1.07 Day

Calendar days unless otherwise stated.

1.08 Employer

The Board of Trustees of Cascadia College or its legally delegated

- 1 representative.
- 2 **1.09 Faculty**
- 3 Academic employee(s).
- 4 **1.10 Faculty, Associate**
- 5 Faculty employed on a quarter-to-quarter basis.
- 6 **1.11 Faculty, Candidate**
- 7 Full-Time Tenure Track Faculty prior to being appointed to tenure status by
- 8 the Board of Trustees.
- 9 **1.12 Faculty, Founding**
- 10 All Full-Time Tenure-Track Faculty who were hired as probationary full-Time
- 11 Faculty as of September 2003 and subsequently were appointed to tenure status
- 12 by the Board of Trustees on or before Spring 2006.
- 13 **1.13 Faculty, Full-time**
- 14 Faculty employed up to one hundred percent (100%) of a full-time workload for
- 15 the duration of the academic year.
- 16 **1.14 Faculty, Temporary**
- 17 A non-tenure track, Full-Time Faculty employed for a designated period of
- 18 time not to exceed one (1) academic year with no expectation of continued
- 19 employment.
- 20 **1.15 Faculty, Tenured**
- 21 Full-Time Faculty who have been appointed to tenure status by the Board of
- 22 Trustees.
- 23 **1.16 Learner-centered Instruction**
- 24 An outcomes-based learning model that includes a focus on actively engaging

1 the student(s) in critical thinking, communication, and demonstration of learning
2 outcomes.

3 **1.17 Other Professional Exempt Nonacademic Employees**

4 Professional exempt employees other than administrators and academic
5 employees.

6 **1.18 Professional Conduct**

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

11 **1.19 Full Time Faculty, ELP Program**

12 A non-tenure track, Full-Time Faculty employed for a renewable annual or
13 multi-year contract for a designated period of time.

1 **ARTICLE 2: BOARD RECOGNITION**

2 **2.01 Exclusive Recognition**

3 The College hereby recognizes the Cascadia Community College Federation of
4 Teachers as the exclusive representative for all Cascadia Community College
5 academic employees as defined in [RCW 28B.52](#). Excluded from such recognition
6 are all other employees.

1 **ARTICLE 3: BARGAINING PROCEDURES**

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

6 **3.01 Bargaining Team Representative**

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

9 **3.02 Meetings**

10 3.02.01 Scheduling

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

16 3.02.02 Bargaining Team Composition

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

21 3.02.03 Notification of Additional Attendees

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

1 3.02.04 Meeting Location
2 Meetings will be held at a location that is mutually satisfactory.

3 3.02.05 Meeting Protocol
4 At the commencement of bargaining, the parties will confer and make good faith
5 efforts to agree on methodologies, ground rules, and timelines that will be
6 observed, as well as contract issues and interests if known.

7 3.02.06 Caucuses
8 Either party may declare a caucus at any time for their team to discuss matters
9 related to the meeting. Both parties are encouraged to keep caucuses brief.

10 3.02.07 Termination of Meetings
11 Either designated representative or designee may terminate any meeting at any
12 time.

13 3.02.08 Cancellation of Meetings
14 If it becomes necessary to cancel a scheduled meeting, notification shall be made
15 as soon as possible. The designated representative or designee shall be responsible
16 for notifying their respective teams. Cancellation of meetings should be kept to a
17 minimum.

18 **3.03 Transmittal of Documents**

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

22 **3.04 Impasse - Mediation**

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

1 **3.05 Bargaining Notification**

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

4 **3.06 Negotiations During the Contract Term**

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

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

10 **3.07 Joint Contract Administration Committee**

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

1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

1 **ARTICLE 5: CCCFT RIGHTS**

2 **5.01 Recognition of Rights and Functions of the CCCFT**

3 5.01.01 Rights of Faculty in the CCCFT

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

11 5.01.02 CCCFT Representative to the Board of Trustees

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

22 **5.02 Copies of Agreement**

23 The College agrees to make the Agreement available on the college’s website. The
24 College agrees to provide the CCCFT with a final ratified printed copy of this

1 agreement and to make a hard copy available in the Campus Library.

2 **5.03 Reassigned Time**

3 5.03.01 CCCFT President

4 In recognition of the responsibility of the CCCFT President, the College shall permit
5 the CCCFT President a one-third (.333) reduction in teaching load every quarter. The
6 college shall fund release time for two (2) quarters in the first and third year of this
7 contract and one quarter in the second year. In the event that an Associate Faculty
8 serves as CCCFT President, the funding level shall be equivalent to five contact hours
9 at the member's usual rate of pay.

10 5.03.02 CCCFT Members

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

16 **5.04 Access to College Facilities and Resources**

17 5.04.01 General Guidelines for CCCFT Use of State Resources

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

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

1 operations of the College.

2 5.04.02 Meeting Rooms

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

9 5.04.03 Use of Equipment

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

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

18 5.04.04 Authorized Time

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

1 College.

2 5.04.05 Communication

3 5.04.05.01 Posting of CCCFT Notices

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

10 5.04.05.02 Communication via Campus Mail or Email

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

15 5.04.05.03 Communication via Campus Phone

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

20 **5.05 Information**

21 Upon request, the College shall make available to the CCCFT information needed to
22 assist the CCCFT in performing its representative functions, except as such
23 information may be exempted or prohibited from disclosure under [the Public](#)
24 [Disclosure Act](#) or other law. Information disclosed shall be in the same form as is

1 available to the general public or for internal College use.

2 5.05.01 Financial Reports

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

5 5.05.02 List of Cascadia Faculty Members

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

9 **5.06 Union Security Provision**

10 5.06.01 Payroll Deduction

11 Upon the first day of employment, all faculty, both Full-Time and Associate, except
12 those teaching only in Continuing Education, shall as a condition of continued
13 employment become members of the CCCFT or pay a representation fee equal to
14 the periodic dues uniformly required as a condition of acquiring or retaining
15 membership in the CCCFT.

16 The College shall provide payroll deduction of CCCFT membership dues or
17 representation fees for faculty members required to pay such dues or fees. All
18 faculty members shall, concurrent with the submission of their employment
19 contract, supply the College with a written authorization to deduct CCCFT
20 membership dues or a representation fee from each paycheck. Authorizations in
21 effect prior to the effective date of this Agreement shall be carried forward.

22 Deductions shall be directly deposited each pay period (semi-monthly) to the
23 CCCFT account at the financial institution stipulated by the CCCFT Treasurer.

24 5.06.02 Non-Association

1 If a faculty member asserts a right of non-association based on bona fide religious
2 tenets or teachings of a church or religious body of which such faculty is a member,
3 the College shall deduct an amount of money equivalent to the periodic dues
4 uniformly required as a condition of acquiring and retaining membership in the
5 CCCFT and remit the funds to the CCCFT. It shall then be the CCCFT's responsibility
6 to forward the contribution to a charitable organization and to provide the
7 employee with proof of same. The charity shall be agreed upon by the faculty
8 member and the CCCFT in accordance with [RCW 28B.52.045](#). If the faculty member
9 and the CCCFT cannot reach agreement on the matter, the Public Employment
10 Relations Commission (PERC) shall designate the charitable organization.

11 5.06.03 Non-payment

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

16 5.06.04 Indemnification

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

21 **5.07 Conferences and Meetings**

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

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

4 Pursuant to the State of Washington's [Ethics in Public Service Act](#), employees are not
5 authorized to engage in lobbying activities during state compensated work time.

6 **5.08 New Employee Orientation**

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

13 **5.09 Notification of Change**

14 Proposed changes related to wages, hours and other terms and conditions of
15 employment shall be bargained. The CCCFT shall receive notification in the event
16 there are new Board Policies proposed or changes in Board Policies that impact
17 wages, hours or other terms and conditions of employment for employees covered
18 by this agreement. The College shall provide the CCCFT a reasonable opportunity to
19 communicate to the College President on behalf of the faculty regarding the Board
20 Policy being considered before the change is formally adopted. This section shall
21 not be construed to diminish or alter the rights of the Board to implement any
22 changes consistent with the terms of this Agreement.

1 **ARTICLE 6: EMPLOYEE RIGHTS**

2 **6.01 Individual Rights**

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

6 **6.02 Ordinary Work Day**

7 Work assignments including teaching assignments, committee meetings, etc., for
8 full-time faculty are ordinarily made to fall between Monday through Friday,
9 8:00AM through 5:00PM. Faculty members are encouraged to teach at least one
10 class per year in the early morning, evening, or Saturdays as part of their regular
11 teaching load. Faculty assigned to duties outside the ordinary work day shall have
12 their work assignment shifted to accommodate this alternate schedule.

13 **6.03 Safety**

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

18 **6.04 Employee Lounge**

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

21 **6.05 Parking Fees**

22 Annual Parking Permits

23 The college shall make annual parking permits available to employees at
24 discounted rates through pre-tax payroll deduction. Employees shall be able to

1 discontinue the purchase of his/her annual pass at the conclusion of each
2 quarter or upon the end of his/her employment with the College. Permits
3 purchased mid- year will be prorated as a portion of the annual rate. Annual
4 permit rates shall be set in relationship to the corresponding quarterly permit
5 rate. The following annual permit rates shall apply:

6 6.05.01 Full Week Annual Parking Permit –Three hundred thirty-four dollars (\$334) less
7 than the student public rate.

8 6.05.02 Three (3) Day Annual Parking Permit – Two hundred ninety-one dollars (\$291) less
9 than the student public rate.

10 6.05.03 Two (2) Day Annual Parking Permit – Two hundred seven dollars (\$207) less than
11 the student public rate.

12 6.05.04 Reserved parking rates shall be twenty dollars (\$20) per quarter over corresponding
13 standard permit rates.

14 6.05.05 Carpool Permit rates shall be forty dollars (\$40) per quarter.

15 6.05.06 The parties agree that developing an equitable parking fee structure is desirable
16 and encourage collaboration with the University of Washington Bothell towards
17 this end.

18 6.05.07 Faculty shall continue to receive the full benefit of any public bus pass subsidies
19 currently provided by the College.

20 **6.06 Access to Building and Equipment**

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

23 **6.07 Faculty Emeritus**

24 After an application for *emeritus* status has been received by the College, and

1 upon recommendation of the faculty and the President, the Board of Trustees
2 may award the title *Faculty Emeritus* to any full-time, tenured Faculty member
3 who has officially retired from the college under any of the retirement options
4 open to faculty. *Emeritus* faculty may be hired as part-time employees with the
5 college without affecting their *emeritus* status.

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

- 8 6.07.01 Campus Library and Media Center as provided in the library contract
- 9 6.07.02 Email accounts and contractually permissible software licenses
- 10 6.07.03 Employee lounge
- 11 6.07.04 Bookstore Rebate as agreed to by the University Bookstore
- 12 6.07.05 Attend Faculty in-service programs and workshops sponsored by the College
- 13 6.07.06 Attend lectures, programs, theater, forums, and other presentations provided at
14 the same fee as Faculty
- 15 6.07.07 Attend college social functions to which faculty are invited
- 16 6.07.08 Participate in graduation ceremonies as a member of the faculty.

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

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

22 **6.08 Course Instructor Evaluations (CIEs)**

23 The CIEs shall provide information for faculty assessment as per the Tenure,
24 Tenured Faculty Assessment, or Associate Faculty Assessment Articles as

1 appropriate. They also provide meaningful feedback for faculty to improve
2 curriculum and teaching. The College reserves the right to request the
3 administration of a CIE for assessment purposes.

4 6.08.01 Administration of Course Instructor Evaluations (CIEs)

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

11 6.08.02 CIE Results

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

16 6.08.03 Usage of CIEs

17 Each faculty member shall select the specific CIE class results to be used for
18 her/his evaluation according to the article appropriate to the faculty member's
19 employment status (i.e., the Tenure, Tenured Faculty Assessment, or Associate
20 Faculty Assessment Article). Tenure Review Committees reserve the right to
21 review the CIEs of the respective Tenure Candidates. The College reserves the
22 right to review CIEs for all faculty.

23 6.08.04 CIE Revisions

24 The CIEs will not be changed, unless agreed to by the CCCFT and the College.

1 The CCCFT and College shall work together to assess and revise the CIE form
2 currently being used by the end of academic year 2013 and thereafter will
3 review annually. The college and the CCCFT shall mutually agree prior to
4 changing the numerical/statistical elements used in faculty evaluation. The
5 current form and form history shall be maintained by the Chief Academic
6 Officer. Individual faculty in the tenure process and/or faculty on an
7 improvement plan may choose to keep the same CIE version throughout the
8 process.

9 **6.09 Personnel Files**

10 6.09.01 Personnel File

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

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

19 6.09.02 Confidentiality

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

23 6.09.03 Allowable Access

24 Faculty members, or their designee, shall have access to all material in their

1 personnel files during normal business hours. Designees shall be appointed for a
2 fixed period of time. Said appointment shall be in writing and provided to the
3 Office of Human Resources, to be kept in the personnel file. Consistent with
4 applicable statutory and legal requirements, only bona fide representatives of the
5 College and the faculty member shall have access to the faculty member's
6 personnel file.

7 6.09.04 Notification and Documentation of Access

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

13 6.09.05 Additions to the Personnel File

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

19 6.09.06 Exclusion of Anonymous Content

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

21 6.09.07 Removal of Materials

22 Material may be removed from the file at any time upon mutual agreement of the
23 faculty member and the college. Materials established by the college to be
24 factually in error will be removed immediately. Materials that are governed by the

1 state record retention rules shall remain in the file in accordance with timelines.

2 6.09.08 Copies of Non-Confidential Materials

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

5 Confidential materials that would not be available to copy include materials from
6 other colleges and places of employment marked “confidential.” Employers’
7 and/or personal references may be considered confidential.

8 6.09.09 Separation of Grievance Documentation and Personnel Files

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

11 6.09.10 Exclusion of Materials

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

1 **ARTICLE 7: FULL-TIME FACULTY SELECTION**

2 **7.01 Faculty Role in Hiring**

3 Current faculty shall have the opportunity to be involved in the selection process
4 of all new faculty, both Full-Time and Associate. Each faculty screening committee
5 shall include at least two (2) Full-Time Faculty members.

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

9 **7.02 Position Recommendations**

10 The Chief Academic Officer shall develop a Full-Time Faculty staffing proposal in
11 consultation with the Faculty Assembly.

12 **7.03 Notification of Vacancies**

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

15

1 **ARTICLE 8: WORKLOAD AND FACULTY RESPONSIBILITIES**

2 **8.01 Contract Year**

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

7 8.01.01 One hundred and fifty-six to one hundred fifty-eight (156 - 158) instructional days
8 (including assessment and attendance at graduation)

9 8.01.02 Two to four (2 - 4) non-instructional days on which institutional meetings may be
10 scheduled.

11 8.01.03 Three to four (3 - 4) on campus pre-fall activities:

12 8.01.03.01 Institutional Meetings: Faculty will participate in institutional meetings or notify
13 the appropriate Dean for Student Learning if an alternate work related activity is
14 planned. The Dean for Student Learning may require the presence of faculty at the
15 institutional meetings based on the interest of the institution. Faculty will
16 participate in the planning and design of institutional meetings.

17 8.01.03.02 Optional Workshops and Meetings: At their discretion faculty will participate in the
18 optional workshops and meetings. Faculty will participate in the planning and
19 design of optional workshops and meetings.

20 8.01.04 Two to three (2 - 3) faculty planning days
21 Faculty planning days are generally to be used to prepare for classes. At their
22 discretion, faculty may include participation in discipline meetings, planning for
23 learning communities, and development of assessment tools. If faculty wishes to
24 conduct their faculty planning days off campus, they shall notify the appropriate

1 Dean for Student Learning or designee. The Dean for Student Learning may
2 require the presence of faculty on campus based on the interest of the
3 institution.

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

5 **8.02 Academic Calendar**

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

10 **8.03 General Faculty Responsibilities**

11 It is understood that the faculty, in addition to their primary teaching assignments,
12 must complete a variety of professional tasks if the College is to achieve its
13 objectives. These include academic advising; academic-related student contacts
14 outside the classroom; professional development activities; membership and
15 participation in college governance, including committees, task forces, and
16 councils; participation in community-centered functions; and other appropriate
17 related responsibilities. Associate Faculty comprises a significant segment of the
18 faculty workforce. Beyond designated teaching responsibilities, Associate Faculty
19 has an important contribution to make in college governance, professional
20 activities, and in promoting learning excellence through consultation with students.

21 **8.04 Professional Technical Faculty Certification Requirements**

22 Professional Technical faculty must comply with [WAC 131-16-070](#), to continue in
23 their employment at the college. In particular, professional technical faculty must
24 complete a professional development plan as prescribed in

1 [WAC 131-16-094](#) Certification Process for Professional Technical Instructors.

2 **8.05 Workload**

3 8.05.01 Professional Workweek

4 During their contractual days, full-time academic employees shall be expected to
5 work a professional work week to satisfy their obligations to students, peers, and
6 the College. A professional work week is based on an average of forty (40) hours
7 per week. This is not to be construed as a required total hourly assignment. The
8 actual hours per week shall be determined by teaching schedules, office hours,
9 individual student contacts (other than in class), and other professional
10 responsibilities..

11 8.05.02 Teaching Assignment

12 8.05.02.01 Assignment of Individual Load

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

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

21 8.05.02.01.01 an extension of this time span is necessary to provide a particular academic
22 employee with full assignment,

23 8.05.02.01.02

24 req

1 requested by the
2 employee, or
3 8.05.02.01.03 the academic employee is being compensated for more than a one hundred
4 percent (100%) assignment..
5 8.05.02.01.04 In an effort to broaden availability to a wider range of students, and to provide
6 institutional and collegial support, all Full-Time Faculty are encouraged to teach
7 at least one (1) class per year in the early morning, evening, or via a modality that
8 provides access for students and colleagues during such times.
9 8.05.03 Office Hours
10 8.05.03.01 Faculty members shall post their class schedule and office hours online, visible
11 for all students and employees. A minimum of one (1) office hour per week is
12 expected per five (5) credits taught. Full Time Faculty shall also post class
13 schedule and office hours on his or her office door.
14 8.05.03.02 Faculty shall schedule their office hours to be convenient for their students and
15 their own teaching schedules and institutional commitments. For E-learning
16 instructors, the one-hour for office hours can be held online in accordance with
17 the above stated guidelines.
18 8.05.03.03 Once office hours are posted for any given quarter, faculty may reschedule office
19 hours when appropriate. If changes are to be permanent, faculty will notify the
20 Faculty Support Office and will re-post in accordance with [Article 8.05.03.01](#) above.
21 8.05.04 General Assignment
22 Tenured, Tenure-Track, and Temporary Faculty shall maintain on-campus hours in
23 accordance with the specific assignment and load responsibilities set forth below.
24 Tenured, Tenure-Track, and Temporary Faculty teaching less than full-time shall

1 maintain on-campus hours on a prorated basis. Consistent with [Article 8.05.02](#) of
2 this Article and articles addressing [Tenure](#) and [Tenured Faculty Assessment](#), and
3 in consultation with the appropriate Dean for Student Learning, faculty workload
4 activities will include activities from the following areas (individual faculty are not
5 expected to undertake all activities in any area):

6 8.05.04.01 Teaching, Learning and Assessment:

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

13 8.05.04.02 Professional Development

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

21 8.05.04.03 Leadership and Service

- 22 • Participation at College employee events
- 23 • Learning Centers support

- 1 • Institutional Governance planning and assessment
- 2 • Participation on College and/or statewide councils and committees
- 3 • Development of new academic and professional technical programs
- 4 • Academic, Career, and Student Organization Advisement
- 5 • Student orientations
- 6 • Curriculum design and revision
- 7 • Mentoring and supporting faculty
- 8 • Service to the external community that pertains to the faculty's discipline or
- 9 professional organizations
- 10 • Other related activities

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

13 8.05.05 Off-Campus Activities

14 Cascadia's fulfillment of its mission depends upon collaboration, communication,
15 and interaction; therefore it is expected that faculty be accessible to the campus
16 community and be available to participate actively with their colleagues. The Chief
17 Academic Officer or Deans for Student Learning may require the presence of
18 faculty on campus based on the interest of the institution.

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

24 8.05.06 Workload Options

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

9 8.05.06.01 Workload Percentage Distribution System

10 The workload percentage system is designed to provide quarterly and annual workload assignments
11 that offer faculty flexibility while establishing expected norms for faculty work during the
12 professional workweek. Each full-time faculty member will meet annually with the appropriate Dean
13 for Student Learning or designee to agree on specific assignments using the categories given in the
14 preceding section. Workload assignments may be modified by mutual agreement.

15 A. Teaching, Learning and Assessment Workload

16 B. Professional Development , Leadership, and Service

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

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

21 8.05.06.01.01 First year candidates' workload percentages will be:

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

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

24 8.05.06.01.02 Second year candidates' workload percentages:

1 **Teaching, Learning & Assessment:** Ninety percent (90%),
2 **Other:** Ten percent (10%)

3 8.05.06.01.03 Third year candidates' workload percentages:
4 **Teaching, Learning & Assessment:** Eighty-five percent (85%),
5 **Other** percent (15%)

6 8.05.06.01.04 Tenured faculty workload percentages:
7 **Teaching, Learning & Assessment:** Seventy- five percent (75%),
8 **Other:** Twenty-five percent (25%).

9 8.05.06.02 Classroom Workload Factors

10 All full-time faculty members shall have their percent of full-time load based on
11 their faculty instructional contact hours. For the purpose of workload calculation, a
12 contact hour equals a credit hour. A Fulltime Faculty load shall be 45 credits per
13 year. The contact hours shall be based on the contact hours identified in the
14 Course Outcomes Guide.

15 8.05.07 Internships, Service Learning, and Independent Study

16 For individual students seeking internship or service learning credit, a faculty
17 member may serve as their instructor of record for up to twelve (12) such credits
18 per quarter for internships and five (5) such credits per quarter for service
19 learning. Exceptions to the limits will be subject to approval by the appropriate
20 Dean for Student Learning. The instructor of record shall be compensated at
21 ninety dollars (\$90) per credit per student once the instructor has submitted the
22 students' grades.

23 For individual students seeking independent study, a faculty member may serve as
24 their instructor of record for up to five (5) credits per quarter. Exceptions to the

1 limits will be subject to approval by the appropriate Dean for Student Learning.

2 The instructor of record shall be compensated at sixty dollars (\$90) per credit per

3 student once the instructor has submitted the students' grades.

4 8.05.08 Clustered Classes

5 The college may cluster classes with similar discipline content, provided the class

6 capacity is not exceeded, and after consultation with the full-time faculty within

7 the discipline area.

8 8.05.09 Reassigned Time

9 If a Full-Time Faculty member receives reassigned time, it will be based on the

10 equivalent percent of full-time load designated for lecture credits for that amount

11 of reassigned time (e.g., .333 is equal to five (5) credits; .200 is equal to three (3)

12 credits). The above rates are based on a standard eleven (11) week quarter. In

13 advance of the assignment, the College will provide an agreement outlining

14 specific reassigned time duties to the appropriate faculty member and the CCCFT.

15 8.05.10 Class Dismissal

16 Faculty are expected to teach their classes in the appropriate time and place as

17 indicated in the Schedule of Classes. The appropriate Dean will determine if class

18 substitution is needed. In the event a class meeting is cancelled or is dismissed

19 before scheduled time of adjournment due to personal reasons, prior to or as soon

20 as reasonably possible, the faculty member will provide written notice through the

21 appropriate leave form to the appropriate Dean for Student Learning.

22 8.05.11 Payment for Contact Hours in Excess of Fulltime Faculty Load

23 Any annual contact hours over the one hundred percent (100%) full-time load

24 shall be compensated under the Associate Faculty salary schedule at the

1 Grandfathered Senior Associate Faculty rate (\$777.00) in accordance with
2 [Article 9.05](#).

3 **8.06 Moonlight Assignments**

4 Full-Time Tenured and Tenure-Track Faculty members may teach up to sixty-nine
5 (69) credits annually including any moonlight assignment(s) and excluding
6 summer quarter. The Chief Academic Officer must approve any quarterly credit
7 load in excess of twenty-three (23) credits. Total credit calculations shall be
8 inclusive of Article 8.05.09, Reassigned Time. Moonlight assignments are not part
9 of the contractual annual workload, and are compensated separately under the
10 Associate Faculty salary schedule. Full-Time Faculty will be given the opportunity to
11 teach a moonlight assignment before associate faculty assignments are made. If a
12 Full Time Faculty's moonlight is cancelled, the Full-Time Faculty member will not
13 have bumping rights over an Associate Faculty member. If a class that counts
14 towards a Full Time Faculty member's contractual load is cancelled, his/her
15 scheduled moonlight will be used to fill in the contractual load.

16 **8.07 Class Limits**

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

Descriptor	Course Capacity
Directed interactive learning courses (lecture)	33
Non-lab science and art classes, language classes, Math below 100, ELP, ABE, ESL	30
Public Speaking (CMST& 220)	28

Laboratory Courses including art and drama lab classes, DRMA151/152/153, Creative Writing (ENG 235, 271, 274, 277, 279), English 102 and below	24
Learning communities (10 Credit)	48
Learning Communities (15 Credit)	72

1

2 8.07.01

BIT Instruction Class Limits and Workload Calculation

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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.)

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9 **8.08**

Summer Employment

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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.

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15 **8.09**

E-learning Courses

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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.

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1 If institutional opportunities are created whereby it is in the best interest of the
2 college to have an instructor teach e-learning classes for her/his entire quarterly,
3 regular full-time workload, the Chief Academic Officer or designee will review and
4 determine whether to make this exception.

5 Additional E-learning classes may be added above the regular full-time workload as
6 a moonlight assignment in accordance with section 8.06. For the purpose of full
7 time faculty workload, hybrid classes with fifty percent (50%) or fewer of their
8 contact hours on campus shall be considered e-learning classes.

1 **ARTICLE 9: SALARIES AND BENEFITS**

2 **9.01 Legislative Funding and Authorization**

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

5 **9.02 Salary Schedule – Newly Hired Full-Time Faculty**

6 Upon ratification of this contract, the initial base salary placement schedule for a
7 Full-Time Tenure Track or Temporary Full-Time Faculty position shall range from
8 forty-eight thousand seven-hundred fifty to fifty-five thousand seven-hundred
9 fifty dollars (\$48,750 to \$55,750) annually; salary placement shall be determined
10 in accordance with [Article 9.03](#). The total salary allocation for the initial
11 placement shall not exceed the maximum of the salary range.

12 **9.03 Salary Placement - Newly Hired Full-Time Faculty**

13 A Master’s degree from a regionally accredited institution shall be considered a
14 minimum requirement for employment as a Full-Time Faculty member. Salary
15 placement will be determined according to the following provisions:

16 **9.03.01 Minimum Salary**

17 Newly hired Full-Time Faculty shall be initially placed at forty-eight thousand
18 seven-hundred fifty dollars (\$48,750). Final salary placement shall be increased
19 from that minimum according to the following criteria:

20 **9.03.02 Instruction/Relevant Work Experience**

21 A maximum of five (5) years of instructional and/or relevant work experience
22 combined shall be considered under Articles [9.03.02.01](#) and [9.03.02.02](#) below. No
23 more than one (1) year of teaching/work experience credit will be given for
24 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
2 required to provide employer documented verification of all teaching/work
3 experience within sixty (60) days from the date of the confirmation of employment
4 letter sent by the Office of Human Resources.

5 9.03.02.01 Instructional Experience

6 A maximum of five (5) years instructional experience shall be considered under
7 this category. One thousand dollars (\$1,000) shall be given for each year of
8 eligible service. In circumstances where less than a full year of experience is
9 documented, credit will be given on a pro-rata basis. Full-time post-secondary
10 and secondary education experience will be accepted on a year-for-year basis.
11 Part-time post-secondary and secondary education experience will be accepted
12 on a pro-rata basis. No more than one (1) year of teaching experience (forty-five
13 (45) quarter credits or its equivalent) will be given for an academic year including
14 summer. An academic year shall include summer, fall, winter, and spring
15 quarters.

16 9.03.02.02 Non-Instructional Employment Experience

17 A maximum credit of five (5) years of non-academic experience shall be
18 considered under this category. Previous non-academic experience directly
19 related to the primary assignment and which was earned within the last eight (8)
20 years will be credited on a year-for-year basis (one thousand dollars (\$1,000) for
21 each year), credit will be given on a pro-rata basis.

22 9.03.03 Advanced Degree

23 Newly-hired, Full-Time Faculty possessing a Doctoral degree, MFA, or equivalent
24 terminal degree from a regionally accredited college, in an area that supports the

1 College's curriculum shall receive an additional two thousand dollars (\$2,000) in
2 annual salary for a maximum of one qualifying terminal degree. Faculty will be
3 required to provide official transcripts verifying all educational credentials prior
4 to the completion of the salary placement process.

5 **9.03.04 Competitive Option**

6 Additional funds beyond fifty-five thousand seven-hundred fifty dollars (\$55,750)
7 may be allocated in order to more closely match the base salary of the newly hired,
8 Full-Time Faculty with the salary of a comparable position at the faculty
9 member's current, regionally accredited academic institution or current industry
10 employer. It is the College's intent to restrict use of the competitive option to
11 situations where doing so is required to fill a faculty position with a qualified
12 candidate.

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

16 **9.04 Salary Advances**

17 **9.04.01 Tenure Promotion**

18 Upon attainment of tenure, faculty will receive a salary increase to fifty-four
19 thousand seven-hundred fifty dollars (\$54,750) or an increase of two thousand
20 three hundred dollars (\$2,300), whichever results in a higher salary, starting with
21 the first academic quarter after tenure is granted (excluding summer.)

22 **9.04.02 Additional Degree**

23 If a Tenured Faculty member acquires, within his/her teaching discipline, a
24 terminal degree higher than the degree at initial placement, (i.e., Master's

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

9 9.04.03 Annual Salary Increases

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

13 It is the College's intent to maximize the turnover dollars available to increase
14 current faculty salaries to the extent permissible by law. For the first two (2)
15 years of this contract, when the state legislature allocates funds to the College
16 for faculty salary increases, the College agrees to disburse those funds using a
17 model in which:

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

1 In the final year of the contract, upon notification of the availability of
2 funds for annual salary increases, the parties shall begin negotiation to
3 determine the distribution of said funds.

4 9.04.04 Tenured Faculty Promotions

5 9.04.04.01 Promotional Levels

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

10 Upon attainment of Senior 1 Tenured Faculty status, the faculty member's base
11 salary shall be increased to fifty-six thousand seven-hundred fifty dollars
12 (\$56,750) or an increase of two thousand three hundred dollars (\$2,300),
13 whichever results in a higher salary, starting with the first academic quarter after
14 Senior 1 is granted (excluding summer).

15 Upon attainment of Senior 2 Tenured Faculty status, the faculty member's base
16 salary shall be increased to fifty-eight thousand seven-hundred fifty dollars
17 (\$58,750) or an increase of two thousand three hundred dollars (\$2,300),
18 whichever results in a higher salary, starting with the first academic quarter
19 after Senior 2 is granted (excluding summer).

20 **9.04 Associate Faculty Salary**

21 Associate Faculty shall be compensated at the 2014-2015 academic year rates for
22 the Summer 2015 term. Thereafter, Associate Faculty shall be compensated on a

1 per weekly contact hour basis according to the following schedule and shall be
2 adjusted as per [Article 9.04.03](#).

Type of Status	Associate Faculty Rate
Probationary	\$735.25
Full Associate Promotional Rate	\$
Priority Hire Promotional Rate	\$807.25
Grandfathered Senior Associate Faculty Rate and FTF Moonlight rate	\$794.25

3
4 Associate faculty serving as instructors of record for stand-alone service learning
5 courses shall be compensated in accordance with [Article 8.05.07](#).

6 **9.05 Additional Duties Compensation for Faculty**

7 9.06.01 Pre-approval for Additional Duties for Faculty

8 Faculty may receive additional compensation for additional duties. Additional
9 duties must be approved in advance by the ~~appropriate Dean for Student~~
10 ~~Learning~~ Chief Academic Officer or designee in accordance with the **Workload**
11 **Article 8**. The ~~appropriate Dean~~ Chief Academic Officer can determine, offer and
12 approve additional work by mutual agreement with the faculty member. In the
13 event the faculty member does not believe the hours allocated to complete the
14 work will reflect the actual workload, the faculty member may decline the
15 assignment request, or request a meeting with the CCCFT representative and the
16 ~~appropriate Dean for Student Learning~~ Chief Academic Officer or designee to
17 discuss the anticipated workload associated with the assignment.

18 9.06.02 Full-Time Faculty Compensation for Additional Duties

19 Full-time faculty ~~will~~ may be compensated at the current hourly rate for

1 performing additional duties provided the additional duties are beyond the
2 workload as agreed to per the Workload Article and have been pre-approved by
3 the ~~appropriate Dean for Student Learning~~ Chief Academic Officer or designee.
4 The hourly rate shall be forty dollars (\$40.00) per hour and thereafter increased by
5 the level of the general salary increase authorized by the legislature. Alternatively,
6 the Chief Academic Officer or designee may pay a flat rate stipend for extra duties
7 when deemed appropriate by the parties involved. The rate for this stipend may
8 be on a one-time, quarterly, or annual basis. The rate for the stipend will be
9 mutually agreed-upon by the College and CCCFT. In principle, it shall not be less
10 than a reasonable estimate of the hours required to do the work times the extra
11 duties pay rate. ~~Upon ratification of this agreement by the CCCFT and approval by~~
12 ~~the Board of Trustees of Cascadia Community College, this rate shall be thirty six~~
13 ~~dollars and eighty cents (\$36.80) per hour and thereafter increased by the level of~~
14 ~~the general salary increase authorized by the legislature.~~

15 9.06.03 Associate Faculty Compensation for Additional Duties

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

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

4 **9.07 Benefits - Faculty**

5 The College shall provide insurance, leave, and retirement benefits in accordance
6 with the applicable statutes and regulations governing Washington State employee
7 benefits, funded through the state and in accordance with the Rules and
8 Regulations governing the College. Human Resources shall communicate benefits
9 eligibility to all full-time and associate faculty. Eligible full-time and associate faculty
10 members have several options from which to select and include in a benefits
11 package. Insurance plans are available for medical/dental, life, accidental death and
12 dismemberment, and long-term disability. Tax-sheltered annuities, deferred
13 compensation, and other savings programs are available for eligible employees who
14 apply. In addition, the college allows tuition waivers Washington State permanent
15 employees working half-time or more as defined in [RCW 28B.15.558](#). Additional
16 information is available from Cascadia's Office of Human Resources.

1 **ARTICLE 10: TENURE**

2 **10.01 Authority to Grant Tenure**

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

6 **10.02 Purpose**

7 The Board of Trustees of Cascadia College hereby establishes (in accordance
8 with [RCW 28B.50.850](#) through [RCW 28B.50.869](#) as it now exists or hereinafter
9 may be amended) the following rules on academic employees’ tenure.

10 The purposes of these rules are threefold:

11 10.02.01 To assess the performance of tenure track academic employees pursuant to the
12 criteria set forth in [Article 10.06](#).

13 10.02.02 To protect academic employees’ rights to be involved in the establishment of and
14 participation in the tenure process.

15 10.02.03 To define a reasonable and orderly process for the appointment of academic
16 employees to tenure status, or for the non-renewal of probationary academic
17 employees.

18 **10.03 Eligibility for Tenure**

19 As stipulated by law, tenure shall be granted only to full-time tenure track,
20 probationary academic employees, subject to the Board of Trustees approval. The
21 Board of Trustees, acting as the granting authority, shall provide for the award of
22 academic employee tenure upon completion of one (1) of the following conditions:

23 10.03.01 A probationary period not to exceed nine (9) consecutive regular college quarters,
24 excluding summer quarters and approved leaves of absence.

1 10.03.02 An extended probationary period of up to three (3) additional, consecutive regular
2 college quarters, excluding summer quarters and approved leaves of absence. The
3 extended probationary period shall require:

4 10.03.02.01 the written consent of the probationary faculty,

5 10.03.02.02 formal recommendation to the granting authority by the Tenure Review
6 Committee and

7 10.03..03.1.1 formal approval by the granting authority.

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

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

18 **10.04 Tenure Review Committees: Purpose of the Committee and Selection of**
19 **Membership**

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

24 10.04.01 The composition of a tenure candidate cohorts shall be established no later than

1 October 1st by the CCCFT. Generally, the college strives to maintain tenure cohorts
2 of no fewer than two (2) and no greater than three (3) members. A Tenure Review
3 Committee (TRC) shall be established no later than October 10th for each cohort of
4 candidates in the first year of their full-time appointment. In the case of candidates
5 appointed for winter quarter, the candidate shall be assigned to an existing Tenure
6 Review Committee by the CCCFT within four (4) weeks of the date of the
7 appointment.

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

- 12 • In the case of a cohort of three (3) candidates, four (4) tenured faculty
13 members.
- 14 • In the case of a cohort of Two (2) candidates, three (3) tenured faculty
15 members.
- 16 • In the case of a cohort of one (1) candidate, two (2) tenured faculty
17 members.
- 18 • Tenured faculty members are selected as follows:

19 10.04.02.01 The College provides a list of tenured faculty to the CCCFT. The CCCFT will appoint
20 two (2) to four (4) tenured faculty members to each Tenure Review Committee. At
21 least one of the faculty shall have previous experience serving on a tenure review
22 committee at Cascadia

23 10.04.02.02 When possible, the CCCFT will include at least one (1) faculty member from the
24 candidate's academic discipline, field of specialization or the closest related

1 field.

2 10.04.02.03 The administrative representative shall be appointed by the President or designee.

3 10.04.02.04 The student representative shall be selected in accordance with [RCW 28B.50.869](#).

4 10.04.02.05 If a vacancy occurs during the term of the Tenure Review Committee, the

5 position shall be appointed in accordance with the provisions of this article. The

6 vacancy will be filled as soon as possible after the Tenure Review Committee is

7 made aware of the vacancy.

8 10.04.03 Tenure Review Committees shall serve as standing committees until such time as

9 the candidate is either granted tenure or his/her employment in a probationary

10 academic employee appointment is terminated.

11 **10.05 Tenure Review Committees: Duties and Responsibilities**

12 10.05.01 The general duties and responsibilities of the Tenure Review Committees shall

13 be to:

14 10.05.01.01 Evaluate the candidate(s);

15 10.05.01.02 Advise the candidate(s) of her/his strengths and areas needing improvement;

16 10.05.01.03 Develop plans to improve and strengthen performance of the candidate(s);

17 10.05.01.04 Maintain a documented record of the items listed in section 10.06;

18 10.05.01.05 Make a recommendation for renewal, non-renewal or the granting of tenure

19 in accordance with the procedures in [Article 10.11](#).

20 10.05.02 The first meeting of the Tenure Review Committee shall be called and chaired by

21 the administrator serving on the committee. A chairperson shall be elected by

22 simple majority vote by the committee at the first meeting. The chairperson shall

23 be a tenured faculty with previous experience serving on a Tenure Review

24 Committee at Cascadia.

1 10.05.03 All subsequent meetings of the Tenure Review Committee after the first meeting
2 shall be called by the Tenure Review Committee chairperson. The administrator
3 and at least fifty percent (50%) of the faculty members serving on the Tenure
4 Review Committee must be present at each meeting, unless mutually agreed
5 upon by the faculty members, administrator, and candidate. The Tenure Review
6 Committee may meet with or without the candidate. During the candidate's active
7 tenure review period, the committee shall determine whether the candidate's
8 presence is necessary or advisable; in any event, the committee shall meet with
9 the candidate at least twice per quarter during the first two (2) quarters of their
10 candidacy and at least quarterly thereafter until the candidate is granted tenure,
11 tenders her/his resignation, or is notified of non-renewal.

12 10.05.04 The TRC Chair will maintain an up-to-date Tenure Process Compliance Report
13 which lists the type of activity, the date of the activity, and the parties involved in
14 the activity. Specifically:

- 15 • All meetings of the TRC,
- 16 • All observations of the candidate, both peer and administrative,
- 17 • All report submissions by the TRC regarding the candidate,
- 18 • All formal correspondence between the TRC and the candidate

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

22 10.05.05 The TRC will prepare annual Tenure Review Committee Recommendation Reports
23 to be submitted by the timeline described in [Article 10.09](#) of this article.

24 10.05.06 All evaluative information is confidential, subject to the requirements of

1 the Public Records Act, [RCW 42.56](#) et seq., and will be maintained as such
2 by members of the Tenure Review Committee.

3 **10.06 Evaluation of the Candidate**

4 10.06.01 The evaluation process shall place primary importance on the candidate's
5 effectiveness in his/her teaching appointment while considering all the criteria
6 in this section.

7 10.06.02 Each committee shall consider only the following criteria in the course of evaluating
8 the effectiveness of each candidate in his/her teaching appointment. The candidates
9 shall demonstrate, and document in their Tenure Portfolios, (as described in Article
10 10.07) evidence of continued excellence in each of these areas during each
11 probationary year as appropriate:

12 10.06.02.01 Excellence in teaching, learning, and assessment: Candidates will be evaluated on
13 Teaching, Learning and Assessment activities such as those outlined in Article
14 8.05.04.01.

15 10.06.02.02 Professional Development: Candidates will be evaluated on Professional
16 Development activities such as those outlined in Article 8.05.04.02.

17 10.06.02.03 Leadership and Service: Candidates will be evaluated on Leadership and Service
18 activities such as those outlined in Article 8.05.04.03.

19 **10.07 Candidate Observations**

20
21 Observations of the candidate while he/she is performing his/her professional
22 responsibilities shall be part of the evaluation process. The candidate and the TRC
23 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 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 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	
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

1 If requested by the candidate or Tenure Review Committee, the observer may
2 conduct up to three (3) additional observations per quarter. Each additional
3 observation will follow the steps 2-4 above.

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

7
8 The President or Chief Academic Officer may conduct classroom observations
9 independently of the Tenure Review Committee. (The candidate shall be notified 5
10 days prior to any such observation). If the President or Chief Academic Officer
11 identifies any areas of concern from such an observation, she/he shall put them in
12 writing and meet to discuss those concerns with the Tenure Review Committee and
13 the candidate.

14

1 ~~10.07~~ **Tenure Portfolio**

2 **10.08 Candidate Self Evaluations**

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

12 10.08.01.01 Teaching, Learning, and Assessment: Candidates, having undertaken Teaching,
13 Learning, and Assessment Activities such as those outlined in Article 8.05.04.01,
14 will draw upon peer and administrative observations, course/instructor
15 evaluations (CIEs), and other relevant experiences, to discuss what they have
16 done, what they have learned, and what they plan to do next in the area of
17 Teaching, Learning, and Assessment. Candidates should address what they take to
18 be relevant information drawn from CIEs for all non-moonlight classes for each
19 quarter; information drawn from CIEs for moonlight courses may be included at the
20 candidate’s discretion. (CIEs themselves are not required as part of the Tenure
21 Portfolio although the candidate’s TRC has the right to review them if so desired.)

22 10.08.01.02 Professional Development: Candidates, having undertaken professional
23 development activities such as those outlined in Article 8.05.04.02, will discuss
24 what they have done, what they have learned, and what they will do next in the

- 1 area of Professional development in order to highlight how these activities have
2 contributed to their development as a faculty member at Cascadia.
- 3 10.08.01.03 Leadership and Service: Candidates, having undertaken Leadership and Service
4 activities such as those outlined in Article 8.05.04.03, will discuss what they have
5 done, what they have learned, and what they will do next in the area of Leadership
6 and Service in order to highlight how these activities have contributed to their
7 development as a member of the Cascadia Community.
- 8 10.08.01.04 The Annual Self-Evaluation shall be supported by documentary evidence in the
9 Tenure portfolio.
- 10
- 11 **10.09 Tenure Portfolio**
- 12 10.09.01 Candidates document their Teaching, Learning, and Assessment, Professional
13 Development, and Leadership and Service activities in their Tenure Portfolio.
14 The Tenure Portfolio is the primary means of communicating about these
15 activities as part of the holistic evaluation the Tenure Review Committee does
16 of the candidate based on the evaluation criteria outlined in Article 10.06.
- 17 10.09.02 The candidate will maintain a tenure portfolio in either online or hard copy form
18 or a combination of both that will include the following documentation of
19 progress toward his or her outcomes.
- 20 10.09.02.01 Candidate Annual Self-Evaluations
- 21 10.09.02.02 Peer observations reports
- 22 10.09.02.03 Administrative observation reports
- 23 10.09.02.04 Reports and reflections on suggested improvement/development activities from
24 the Tenure Review Committee;

- 1 10.09.02.05 An updated Tenure Process Compliance Report
- 2 10.09.02.06 Annual TRC Recommendation Reports
- 3 10.09.02.07 Evidence of coursework, scholarly work, classroom accomplishments,
- 4 leadership and service work, and professional development;
- 5 10.09.02.08 An updated CV;
- 6 10.09.02.09 Response letter from the Chief Academic Officer (Article xxx)
- 7 10.09.02.10 Response letter from the College President (3rd year only) (Article xxx)
- 8 10.09.02.11 Optionally, other evidence may be added to the portfolio at the discretion of and
- 9 with the permission of the candidate. Tenure candidates using an online portfolio
- 10 shall have content management authority over their online tenure portfolio and
- 11 shall use this authority to exercise their right to exclude evidence they do not wish
- 12 to have included in the portfolio; choosing not to exercise this right shall
- 13 constitute granting of permission to include the evidence in the portfolio.
- 14 10.09.02.12 The following chart summarizes what is required in each Tenure Portfolio and
- 15 who is responsible for it:

Required Item	Responsibility
Annual Self-Evaluations	Candidate
Evidence of coursework, scholarly work, classroom accomplishments, leadership and service, and professional development	Candidate
Updated CV	Candidate
Peer observation reports	Faculty TRC members and peers
Administrative observation reports	Administrative TRC member
Updated Process Compliance Report	TRC Chair
Annual TRC Evaluation Reports	TRC
Chief Academic Officer response letters	CAO
Presidential response letter	College President (3 rd year only)

- 16 10.09.03 Upon the completion of the tenure review process, the College shall retain the
- 17 tenure portfolio and provide the candidate with an official copy. If the candidate

1 uses an online tenure portfolio, the College shall, at the request of the candidate,
2 provide the candidate with hard copies of documents maintained within the
3 portfolio. The College shall not be required to provide the candidate with hard
4 copies of blog, wiki, discussion thread or other non-file based information
5 contained within the candidate's online tenure portfolio. However, the
6 candidate shall have the right to print such information out for their own use
7 and may issue electronic invitations to allow individuals of the candidate's
8 choosing to view the online portfolio.

9 10.09.04 Intellectual property rights of individual portfolio items are determined pursuant
10 to [Article 17.01](#).

11 10.09.05 In the event a candidate wishes to have original creative work considered as part of
12 the tenure review process, he/she may provide representations of their original
13 creative work for consideration by the Tenure Review Committee. In such cases,
14 the candidate shall be responsible for determining how the original creative work
15 will be represented and shall be responsible for providing that representation to
16 the Tenure Review Committee and/or Board of Trustees. Where the original
17 creative work is submitted, it shall be returned to the candidate upon the
18 completion of the tenure review process.

19 **10.10 Addressing Performance-related Concerns**

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

23 10.10.01 Specific areas needing improvement will be outlined by the Tenure Review
24 Committee in writing and discussed with the candidate within five (5) working days

1 of the conclusion of each Tenure Review Committee meeting and/or meeting with
2 the Chief Academic Officer, as appropriate.

3 10.10.02 The Tenure Review Committee will develop with the candidate a written plan of
4 action to improve the area(s) of concern. The Tenure Review Committee shall
5 consider the area(s) of concern expressed by the administration and address
6 them in the written plan of action.

7 10.10.03 Follow-up conferences will be held and written progress reports will be prepared by
8 the Tenure Review Committee and delivered to the candidate within five (5) work
9 days of the conference. These conferences and reports should be directed toward
10 helping the candidate improve and documenting progress.

11 10.10.04 When deemed appropriate, any plans for improvement for the candidate
12 (including Action Plans) shall be developed by the Tenure Review
13 Committee and the Chief Academic Officer in consultation with the
14 candidate.

15 10.10.05 For other personnel related matters, the Chief Academic Officer or designee may
16 independently address issues ordinarily considered confidential under labor laws.
17 An action plan developed to address such confidential issues will remain within the
18 purview of the College.

19 **10.11 Communication of Evaluation Results**

20 10.11.01 Each Tenure Review Committee, as part of its ongoing evaluation of the candidate,
21 shall meet as a body and prepare an annual TRC Evaluation Report. This report
22 shall be a comprehensive evaluation of the candidate based on the criteria
23 identified in 10.06. It shall provide commendations and suggestions for
24 improvement as applicable and shall clearly state the TRC's recommendation on

1 the continued progress of the candidate through the tenure process. The
2 committee will meet with the candidate to discuss the report(s) and furnish the
3 candidate with a copy of the written report(s), prior to submitting the report(s) to
4 anyone other than the candidate.

5 10.11.01.01 If the committee's recommendation is not unanimous, a minority report will be
6 generated and also become part of the record.

7 10.11.01.02 The committee's report(s) will be signed by each member and include any minority
8 recommendation.

9 10.11.02 For First and Second year candidates, the Tenure Review Committee
10 Recommendation Report shall be issued in accordance with the following
11 schedule:

12 10.11.02.01.01 For candidates whose appointments begin in fall quarter, by the first Monday
13 after May 1 (in their first year) for evaluation of the first and second
14 quarters; by the first Monday after May 1 (in their second year) for
15 evaluation of the third, fourth, and fifth quarters

16 For candidates whose appointments begin in winter quarter, by the first
17 Monday after October 1 (in the subsequent year) for evaluation of the first
18 and second quarters; by the first Monday after October 1 (in the
19 subsequent year) for evaluation of the third, fourth, and fifth quarters.

20 10.11.03 For first and second year candidates copies of these TRC Recommendation
21 Reports shall be submitted to the Chief Academic Officer. The Chief
22 Academic Officer shall write a response to the TRC Recommendation
23 Report within fifteen (15) working days indicating agreement with it and/or
24 noting any commendations, questions or recommendations. This response

1 will be part of the Tenure Portfolio. Should this response require the
2 addressing of performance-related concerns, the process described in
3 Article 10.08 will be followed.

4 10.11.04 For Third Year candidates, the Tenure Review Committee Recommendation
5 Report shall be issued in accordance with the following schedule:

6 10.11.04.01.01 For candidates whose appointments begin in fall quarter, by the first Monday
7 after February 15;

8 For candidates whose appointments begin in winter quarter, by the first
9 Monday after May 15.

10 10.11.05 Copies of the third-year Recommendation Report along with the
11 candidate's Tenure Portfolio shall be submitted to the Chief Academic
12 Officer. The Chief Academic Officer shall write a response within ten (10)
13 working days to the Recommendation Report indicating agreement with it
14 and/or noting any commendations, questions or recommendations. This
15 response will be part of the Tenure Portfolio.

16 10.11.06 Copies of the third-year Comprehensive Report along with the candidate's
17 Tenure Portfolio shall then be submitted to the College President. The
18 College President shall write a response within ten (10) working days to the
19 Comprehensive Report indicating agreement with it and/or noting any
20 commendations, questions or recommendations. This response will be part
21 of the Tenure Portfolio.

22 10.11.07 If the President makes a recommendation that is contrary to the recommendation of
23 the Tenure Review Committee, he/she shall discuss such differences with the
24 Tenure Review Committee prior to submitting his/her recommendation to the

1 Board.

2 10.11.08 At this point, the Tenure Portfolio is delivered to the Board of Trustees for
3 review.

4 10.11.08.01 The following chart summarizes important dates in the Tenure Process for
5 candidates whose appointments begin in Fall Quarter:

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

6

7 10.11.08.02 The following chart summarizes important dates in the Tenure Process for
8 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	
Tenure Process Compliance Report	Ongoing, updated by the last day of each quarter	TRC Chair	
TRC Recommendation Reports	First Monday after Oct. 1 of the subsequent year for the 1 st and 2 nd quarters. First Monday after Oct 1 in the	TRC	

	subsequent year for 3 rd , 4 th , 5 th quarters. First Monday after May 15 (3 rd year only)		
Chief Academic Officer response letter	15 working days after TRC Recommendation Report	CAO	
Presidential response letter	10 working days after CAO response letter (3 rd year only)	President	
Tenure Portfolio to Board	After President's response letter	TRC (3 rd year only)	

1

2 **10.12 Candidate Rights and Expectations of the Tenure Process**

3 10.12.01 The Tenure Review Committee will explain the purposes of all observations and
4 evaluations to the candidate.

5 10.12.02 Classroom observations shall be arranged with the candidate, generally at least five
6 (5) days prior to the observation, so that he/she will be prepared for the visit.

7 10.12.03 The candidate shall be acquainted with all evaluative instruments prior to their use.
8 At the end of the evaluation process all data and materials shall be gathered and
9 returned to the candidate to be included in the portfolio.

10 10.12.04 When a disagreement occurs between the candidate and his/her Tenure Review
11 Committee over any area of evaluation, the candidate may submit a written
12 statement in response to these disagreements, and shall be entitled to a written
13 response from the committee. The candidate and the Tenure Review
14 Committee shall include the statement and response in the candidate's portfolio.
15 Such communications shall be completed at least three (3) days before
16 submission of the tenure portfolio to the Board.

17 10.12.05 The candidate must be given the right to review all written material generated by
18 the Tenure Review Committee that is to be seen by the College President and the

1 Board of Trustees and have the opportunity to respond in writing.

2 **10.13 Committee Recommendation(s) and Board Decision(s) Regarding Tenure**

3 10.13.01 As described above in Article 10.09.05, the Tenure Review Committee's
4 recommendation(s) along with the candidate's portfolio shall be submitted to
5 the Board of Trustees through the President's Office and Chief Academic Officer.

6 10.13.02 The Chair of the Tenure Review Committee (TRC) for third year candidates shall
7 present the committee's tenure recommendations to the Board of Trustees. The
8 Board of Trustees shall determine the manner in which the recommendations will
9 be received.

10 Tenure recommendations shall be received by the Board of Trustees in the
11 following manner: The College President completes the Presidential Response letter
12 and includes it in the Tenure Portfolio.

13 1. At the next regularly scheduled Trustee meeting in Executive Session,
14 Candidates will have a brief, 5-10 minute face-to-face conversation with the
15 Board, individually, in the presence of the TRC Chair to respond to these two
16 questions posed by the BOT to the Tenure Candidates:

17 a. What item or items in your portfolio are you particularly interested in
18 having us [The Board of Trustees] look at in our review of your
19 portfolio?

20 b. What accomplishments or growth do you consider most significant
21 over the last three years?

22 2. Candidate meetings will be followed by the TRC Chair's presentation of the
23 TRC's candidate recommendation(s).

24 10.13.03

- 1 10.13.04 Upon the decision not to renew a probationary faculty appointment, the College
2 President shall notify the candidate of such decision as soon as possible during
3 the regular contractual year: PROVIDED that such notice may not be given later
4 than one (1) complete quarter, except summer quarter, before the expiration of
5 the probationary faculty member's appointment.
- 6 10.13.05 The final decision to award or withhold tenure shall rest with the Board of
7 Trustees, after it has given reasonable consideration to the recommendations of
8 the Tenure Review Committee and shall not be subject to the grievance procedure.

1 **ARTICLE 11: POST-TENURE REVIEW**

2 **11.01 Purpose**

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

6 **Post-Tenure Review Timeline**

7 Consistent with Cascadia’s culture of assessment, faculty shall take part in
8 periodic Post-Tenure Reviews. Tenured faculty shall undertake Post-Tenure
9 Review during the fourth and eighth years following the awarding of tenure and
10 afterwards, on a six-year cycle. However, faculty may defer a Post-Tenure Review
11 process for one (1) academic year with the approval of the Chief Academic Officer
12 or designee in circumstances such as:

13 11.02.01.1 Participation in an alternative year-long, substantive assessment, mutually agreed
14 upon by the CCCFT, the faculty member, and the College, or

15 11.02.02 Planned leave/sabbatical, or

16 11.02.03 Extraordinary circumstances such as family leave, medical leave, or military
17 leave.

18 11.02.04 In the event that a Post-Tenure Review is deferred for a year, the schedule
19 for the next Post-Tenure Review will be revised accordingly, to keep
20 faculty on the appropriate four or six year cycle as indicated above.

21 11.02.05 Post-Tenure Review Scope and Criteria

22 11.04 The Post-Tenure Review shall consider a **faculty member’s performance since their**
23 **last evaluation (e.g. Tenure or previous Post-Tenure Review)** in accordance
24 **with the areas outlined in [Article 8: Workload and Faculty Responsibilities](#) . The**

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

3 11.05 **Post-Tenure Review Team Composition and Selection**

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

- 5 ▪ A student learning Dean, appointed by the Chief Academic Officer;
- 6 ▪ One (1) Tenured Faculty member, requested by the faculty member being
7 reviewed.
- 8 ▪ One (1) Tenured Faculty member, mutually agreed-upon by the other two
9 members of the team.

10 11.06.01.01 When possible, at least one (1) of the faculty on the Post-Tenure Review Team
11 shall represent the faculty member’s field or a discipline closely related to the
12 faculty member’s field. The Dean will call the first meeting of the Review Team,
13 and assumes the role of Review Team Chair.

14 **Post-Tenure Review Timeline**

15 By the end of the eighth week of spring quarter, the appropriate Dean for Student
16 Learning or designee will inform each of the faculty members who are to be
17 reviewed (Reviewee) during the following academic year.

18 No later than the 4th week of the following fall quarter, the Review Team shall be
19 formed.

20 The Post-Tenure Review will start in fall quarter and generally culminate no later
21 than the seventh (7th) week of spring quarter. The Post-Tenure Review process
22 deadlines may be extended by mutual consent of the Review Faculty and the Review
23 Team as long as the Post-Tenure Review is completed within one year of the
24 originally-scheduled completion date.

1

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 th week of Fall quarter	Dean and 2 Tenured Faculty on Review Team
First meeting of the Review Team	By the end of the 5 th 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 th 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 th week of spring quarter	CAO

2

Post-Tenure Review Documentation

3

The Post-Tenure Review documentation shall consist of:

4

- A self-evaluation written by the Reviewee

5

- Classroom observation reports written by the Review Team members

6

- A Post-Tenure Review Team Report written by the Review Team

7

- Other materials at the discretion of the Reviewee

8

- A request, by the Reviewee, to seek or not seek promotion to Senior Tenure

1 or Senior Tenure II as appropriate

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

1 have learned, and what they will do next in the area of Leadership and Service in order to
2 highlight how these activities have contributed to their ongoing development as a member
3 of the Cascadia community.

4 **11.05.02.01 Observations and Observation reports**

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

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

14 **11.05.02.02 Additional Materials (Optional)**

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

18 **11.05.03 Post-Tenure Review Report**

19 Based on classroom observations, the Review Faculty's Self-Evaluation, and other
20 relevant materials and experiences, the Review Team shall write the Post-Tenure
21 Review Report. The Report shall include commendations, recommendations (if
22 necessary) and an overall rating of the Review Faculty's performance over the
23 review period as either satisfactory or unsatisfactory.

24 A draft of the Post-Tenure Review Recommendation shall be shared with Reviewee

1 by the end of the 4th week of spring quarter. The Reviewee shall have up to 5 working
2 days to examine this draft of the Report to raise questions and make comments to
3 the conclusions and recommendations stated therein. The Review Team shall take
4 these questions and comments into account in crafting the final version of the
5 Report.

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

15 11.06 **Procedures to Address an Unsatisfactory Recommendation**

16 An Reviewee whose Post-Tenure Review Report rated his or her performance as
17 ‘unsatisfactory,’ shall collaborate with a Tenured Faculty Improvement Team by
18 the sixth week of the quarter that follows the unsatisfactory recommendation
19 (known as Quarter 1).

20 The Improvement Team will be made up of a Student Learning Dean and two Tenured
21 Faculty as chosen by the CAO. The Improvement Team shall meet with the faculty a
22 minimum of two (2) times each quarter. The Improvement Team shall utilize the
23 same general procedure as outlined in [Article 11.04](#) above as part of its process.

24 The primary goal of the Improvement Team is to assist the faculty member in

1 shifting her or his performance to satisfactory.

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

8 The Improvement Team shall document areas needing improvement, areas of
9 strengths, and modification to the plan of action as needed. At the end of Quarter
10 2, the Improvement Team shall provide a summary analysis of less than two (2)
11 pages to the faculty member and the Chief Academic Officer.

12 By the end of Quarter 3, the Improvement Team will prepare a revised Post-
13 Tenure Review Report, addressing those areas deemed "unsatisfactory" in the
14 original Report. Data (as judged appropriate by the Improvement Team) may be
15 collected from such sources as students, peers, administrator(s), and the faculty
16 member's self-evaluation. If additional unsatisfactory performance issues are
17 identified by the Improvement Team, they will first meet with the faculty member
18 and provide her/him an opportunity to respond prior to documenting in the
19 revised Post-Tenure Review Report. The revised Post-Tenure Review Report
20 draft will be shared with the faculty member and submitted to the Chief
21 Academic Officer in the same manner as [Article 11.04.06](#).

1

Summary of Timelines if Performance Unsatisfactory

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

2

If the Faculty member's overall performance is rated "satisfactory," then the

3

Faculty member returns to the regular review process .

4

If the Faculty member's overall performance is still rated as "unsatisfactory," then

5

the Improvement Team shall forward a copy of all documentation to the Chief

6

Academic Officer. After a review of the documentation and the recommendation of

7

the Evaluation Team, the Chief Academic Officer shall:

8

- have the Faculty member continue to collaborate with the Improvement

9

Team for a specified number of quarters, or

10

- develop a plan of improvement with the faculty member that

11

includes outcomes, timeline, and resources available.

12

11.04.01.01 Tenured Faculty Promotional Criteria

13

Tenured faculty who request promotion and who receive a satisfactory Post-Tenure

14

Review Recommendation from the CAO become eligible for promotion to the

15

appropriate post-tenure promotional level (Senior Tenure I or Senior Tenure II).

16

9.05.04.02 Tenured Faculty Promotion

17

Assuming the criteria stated above are met, the Chief Academic Officer shall

18

approve the promotion to the next level (Senior I or Senior II) based on the criteria

1 in [Article 9.04.04.04](#).

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

4 **For Senior Tenure I:**

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

- 9 • curriculum development within and between disciplines
- 10 • assisting colleagues in navigating the curriculum processes at Cascadia and the
11 SBCTC
- 12 • development and/or refinement of quarterly and annual course schedules
- 13 • development of articulation opportunities and maintenance of articulation
14 agreements
- 15 • accreditation assessment and documentation processes
- 16 • enhancing international education
- 17 • developing college budget and monitoring project budgets

18 **For Senior Tenure II:**

19 Faculty members who are promoted to Senior Tenure 2 Faculty become accountable for
20 higher-level institutional leadership responsibilities. These leadership responsibilities
21 relate to areas such as those noted above in Senior Tenure 1 which involve working
22 collaboratively with administration to accomplish institutional goals. Faculty members
23 who are promoted to Senior II Tenured Faculty also become accountable for providing
24 professional development opportunities for other faculty to develop leadership skills such

1 as the following:

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

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

12 **11.xxx Promotional Periods**

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

22

23

24 **11.07 Records Disposition**

1 The Chief Academic Officer shall forward a signed copy of the Post-Tenure Review
2 Recommendation and any attached faculty response to the College President and
3 forward the original signed document to the faculty member’s personnel file.
4 Copies of all material used in the tenured faculty assessment process will be kept in
5 the personnel file, subject to any limitations specified elsewhere within this
6 agreement. The College has the right to retain a copy of any additional optional
7 material provided to the evaluator(s) by the faculty member. Intellectual property
8 rights of individual items shall be determined pursuant to the Intellectual Property
9 Article.

1 **ARTICLE 12: FULL-TIME FACULTY TEMPORARY**

2 **12.01 Full-time Faculty Temporary**

3 The College values the important contributions made by Temporary Full-Time
4 Faculty and seeks to recognize this contribution by ensuring that temporary full-
5 time faculty have the support and guidance needed to fully participate and succeed
6 in the college community. A Full-Time Temporary Faculty member is typically
7 employed as a full-time temporary replacement for a period of one year (or portion
8 thereof). If necessary, and by decision of the Chief Academic Officer and approval
9 by CCCFT, a position can be extended to a maximum of two consecutive years.
10 Should the College wish to continue employing a Full-Time Faculty member in this
11 position beyond two years, however, the position must be converted to Full-Time
12 Tenure-Track and opened to the College’s standard competitive application
13 process.

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

17 **12.02 Full-Time Temporary Faculty Professional Development**

18 Full-Time Temporary Faculty shall receive an equal share of professional
19 development funding as do full-time colleagues.

20 **12.03 Assessment of Full-Time Temporary Faculty**

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

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

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

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

1 **ARTICLE 13: ASSOCIATE FACULTY**

2 **13.01 Associate Faculty**

3 13.01.01 Definition

4 *An Associate Faculty member* is a faculty member who is neither tenured, tenure-
5 track, nor on a temporary full-time contract. By definition, an Associate Faculty is a
6 part-time faculty member. An Associate Faculty appointment carries with it no
7 promise or expectation of continued employment, and the College maintains its
8 management right to decide whether or not to rehire an Associate Faculty member
9 subject to the terms and conditions set out in [Article 13.03.02](#) "Removal from the
10 Hiring Pool." Upon being hired an Associate Faculty member must complete a
11 faculty orientation which shall be compensated in accordance with Article 13.05.

12 13.01.02 Probationary and Full Associate Faculty

13 An Associate Faculty member is considered *probationary* until s/he has been
14 placed in the Associate Faculty hiring pool via the process described in Article
15 13.2 below. Placement into the Associate Faculty hiring pool is a promotion
16 which removes that probationary status and carries with it increased
17 responsibilities and increased compensation. Associate Faculty in the
18 Associate Faculty hiring pool, known as Full Associate Faculty, assume the
19 following additional professional responsibilities:

- 20 ▪ Participate in Outcomes Assessment
- 21 ▪ Participate in discipline activities, including discipline meetings (in-person or
22 virtually)

23 13.01.03 **Priority Hire Associate Faculty:** *A Priority Hire Associate Faculty member is an*
24 *Associate Faculty member who is eligible for an annual contract (who is on the*
25 *Priority Hire Seniority List) by meeting all the criteria defined in the remaining*

1 provisions of this Article 13.01.03 and Article 14.02.08. in Article 13.01.03.02.

2 An annual contract is for a specified number of classes per academic year. An

3 annual contract carries with it no promise or expectation of continued

4 employment beyond the contract period, and the college maintains its

5 management right to decide whether or not to rehire a Priority Hire associate

6 faculty member. Priority Hire Associate Faculty maintain their status, and

7 eligibility for annual contracts so long as they remain on the Priority Hire

8 Seniority List.

9 13.01.03.01 Eligibility for Senior Associate Faculty status occurs when an Associate Faculty
10 member has taught at least 70 credits within the previous three (3)
11 academic years. Credit will be counted in each of the four quarters
12 within the academic year. Or alternately taught at least one (1) class
13 per quarter in eight (8) of the previous twelve (12) quarters
14 (including summers).

15 13.01.03.03 To apply for Priority Hire Associate Faculty status, a Full Associate Faculty
16 member makes a request for Priority Hire Associate Faculty status to the
17 appropriate Dean for Student Learning by the third week of winter quarter
18 which shall include:

- 19 • Course Instructor Evaluations from at least 50% of their classes from the
20 last six quarters
- 21 • At least one administrative observation conducted specifically as part of
22 the application for Priority Hire Associate status
- 23 • At least one peer observation conducted specifically as part of the
24 application for Priority Hire Associate status

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

13.01.03.04 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 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.

13.01.03.05 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.

13.01.03.06 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 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)

- 1 • Conduct a Peer Observation
- 2 • Mentor a new Associate Faculty Member

3 **13.02 Associate Faculty Hiring Pool and Priority Hire Seniority List**

4 13.02.01 Associate Faculty Hiring Pool

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

8 13.02.02 Priority Hire Seniority List

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

13 13.02.03 Placement in Hiring Pools

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

1 Associate Faculty will have ten (10) days to respond as described in [Article](#)
2 [14.03.03](#). Placement on the Priority Hire Seniority List

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

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

15 **13.03 Class Assignment based on Hiring Pools**

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

19 13.03.01 Associate Faculty/Priority Hire Associate Faculty Class Assignment

20 13.03.01.01 Priority Hire class assignments will be made after Full-Time Faculty have been
21 assigned their full load and moonlight classes. Full Associate and Probationary
22 Associate Faculty course assignments will be made after Priority Hire Associate
23 Faculty have been assigned their classes.

24 13.03.01.02 Annual Contract Seniority: Annual contracts are awarded based on College needs,

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

7 13.03.01.02.01 Annual Contract Bumping Rights: Priority Hire Associate Faculty who have been
8 awarded an annual contract have bumping rights over another Probationary or
9 Full Associate Faculty when the class is needed to meet his/her annual contract
10 course load. A full-time faculty does not have bumping rights over any classes in
11 the Priority Hire Faculty's annual contract course load. A full-time faculty does
12 not have bumping rights over any Associate Faculty's classes for classes above the
13 Full-Time Faculty's contractual load.

14 13.03.02 Removal from the Hiring Pool
15 Associate Faculty or Priority Hire Associate Faculty may be removed from the
16 respective Hiring Pool by the appropriate Dean for any of the following reasons:

17 13.03.02.01 A faculty member has not taught for the college in six (6) consecutive quarters
18 (excluding summer).

19 13.03.02.02 The faculty member has failed to agree upon an improvement plan within the
20 timeframe or if the outcomes of the improvement plan are not completed within
21 the timeline given in the plan generated by his or her evaluation.

22 13.03.02.03 The faculty member has failed to implement or complete a plan of correction as
23 part of a disciplinary action.

24 13.03.02.04 All course assignments that have been offered are turned down by the faculty

- 1 member for three (3) consecutive quarters (excluding summer quarter).
- 2 13.03.02.05 An Associate Faculty member who is removed from the Hiring Pool may re-
- 3 apply to teach for Cascadia, and if hired, restarts the process as a new
- 4 Probationary Faculty.
- 5 13.03.02.06 Priority Hire Seniority List Removal
- 6 A Priority Hire Faculty retains his or her place on the Priority Hire Seniority List as
- 7 long as s/he continues to accept annual contracts as offered, with the exception
- 8 that s/he may decline one year without losing seniority. Should a Priority Hire
- 9 faculty decline two consecutive years of annual contracts that are offered, s/he will
- 10 lose his/her seniority and be placed at the bottom of the current Priority Hire
- 11 Seniority List.
- 12 13.03.03 Eligibility for Listing in Multiple Discipline Groups
- 13 Eligibility for listing in multiple discipline groups is established by meeting the
- 14 required minimum qualifications of a position in the discipline group and being
- 15 appointed to teach a course in that discipline by the appropriate Dean.
- 16 13.03.04 Publication of the Hiring Pools
- 17 The Office of the Chief Academic Officer shall update and publish the official Hiring
- 18 Pool by September 1 of each year.
- 19 **13.04 Annual Contracts**
- 20 A Priority Hire Associate Faculty is eligible for an annual contract. The College will
- 21 offer annual contracts to Priority Hire Associate Faculty subject to the following
- 22 limitations:
- 23 13.04.01 Insufficient enrollment
- 24 13.04.02 Insufficient funds

- 1 13.04.03 The faculty member's failure to comply with the laws, rules and regulations of
2 the State of Washington and/or Cascadia College.
- 3 13.04.04 Inability of the Priority Hire Associate Faculty member to meet any certification
4 or discipline requirements for courses open for assignments.
- 5 13.04.05 The number of Priority Hire Associate Faculty to receive annual contracts shall be
6 determined by the College.
- 7 13.04.06 An annual contract guarantees a Priority Hire Associate Faculty a set number of
8 classes per academic year, with the minimum Priority Hire contract being three
9 (3) classes per year and a maximum of nine (9) classes per year, excluding
10 summer. The College will decide how many annual contracts will be offered and
11 how many classes those contracts will be for. When feasible, annual contracts
12 will be for a minimum of six classes, unless a smaller number is requested by the
13 Priority Hire Associate Faculty. The process for fulfilling annual contracts is as
14 follows:
- 15 1. Priority Hire Associate Faculty on the Priority Hire Seniority List will be
16 informed prior to the end of Spring quarter of the preceding academic year
17 that they are being offered an annual contract with the specified number of
18 classes in their contractual load.
 - 19 2. Priority Hire Associate Faculty with annual contracts will be assigned
20 classes after full-time faculty have been assigned their full load of classes and
21 moonlights. Full-Time Faculty will not have bumping rights over a Priority Hire
22 Associate Faculty's annual contract assignments.
 - 23 3. Should the College not be able to provide the Priority Hire Associate
24 Faculty a sufficient number of classes to meet their annual contract, the

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

4 **13.05 Compensation**

5 13.05.01 Salary and Benefits

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

8 13.05.02 Associate Faculty Parity

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

12 13.05.03 Additional Duties Compensation

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

15 13.05.04 Compensation for Cancelled Classes

16 13.05.04.1 Associate Faculty will be compensated one hundred and fifty dollars (\$150)
17 per class if the class is cancelled or reassigned within seven (7) work days
18 before the scheduled start of the class, and the faculty member does not
19 receive a replacement class;

20 13.05.04.2 Associate Faculty (excluding full-time faculty who are teaching a moonlight
21 assignment) will be compensated ninety dollars (\$90) to prepare for a course if it is
22 assigned within five (5) work days of the start of the course.

23 13.05.04.3 Associate Faculty who do not have an annual contract whose courses are cancelled
24 after the scheduled start date shall be compensated seventy-five dollars (\$75) plus

1 the salary for the percentage of the course taught.

2 13.05.05 Compensation for Orientation

3 New Associate Faculty members shall be compensated for time spent

4 participating in faculty orientation.

5 **13.06 Classroom Workload Factors**

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

7 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

8 **13.07 Other**

9 13.07.01 Pre-Approved Release Time

10 All Associate Faculty shall be eligible for release time for work-related

11 professional activities when pre-approved by the appropriate Dean.

12 13.07.02 Public Recognition of Associate Faculty

13 The names of Associate Faculty in the Hiring Pool will be included on the College's

14 public website. This list will be updated annually by

15 September 15. Faculty may choose to have their names excluded from the

16 published list.

17 13.07.03 Awards

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

19 13.07.04 Office Hours

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

1 pursuant to [Article 8.05.03](#), Workload and Faculty Responsibilities.

2 13.07.05 Textbook Selection

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

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

15 13.07.06 Orientation

16 Upon initial appointment, Associate Faculty members shall be oriented to the
17 institution and to the discipline, to the curriculum and support services, to the
18 institution's governance structure, to the CCCFT faculty contract, and to the
19 department's expectations regarding the successful performance of their
20 duties.

21 13.07.07 Office Space

22 All Associate Faculty shall be provided access to a workspace containing a
23 college-provided computer and phone in order to do curriculum preparation,
24 assessment, and shall be provided conference space that affords the ability to

1 confer with students in a way that protects the student’s privacy.

2 13.07.08 Discipline Meetings

3 13.07.08.1 Probationary Associate Faculty shall be invited to participate in discipline

4 meetings and other committees and shall be compensated when pre-approved

5 by the appropriate Dean.

6 13.07.08.2 Non-probationary associate faculty shall participate in discipline meetings (in-

7 person or virtually) as a part of his/her workload.

8 **13.08 Academic Work by Administrators and other Professional Exempt Employees**

9 13.08.01 Qualification Requirement: no administrator or other nonacademic employee may

10 teach a given course in the District until or unless he or she is approved as

11 qualified to do so by the Chief Academic Officer following a review of the

12 individual’s credentials.

13 13.08.02 Exclusion of Administrators from the Bargaining Unit: Administrators carrying out

14 faculty duties under the provisions of this Article shall not be deemed academic

15 employees as long as their responsibilities and authority otherwise continue to

16 qualify them as “administrators.”

17 13.08.03 Inclusion of other Nonacademic Employees in the Bargaining Unit: Other

18 nonacademic employees who carry out faculty duties under the provisions of this

19 Article shall be included as part-time academic employees in the bargaining unit,

20 and their terms and conditions of employment while carrying out such duties shall

21 be governed by the AGREEMENT.

22 **ARTICLE 14: ASSOCIATE FACULTY EVALUATION**

23 **14.01 Purpose**

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

28 **14.02 Evaluation Process and Documentation**

29 14.02.01 Notification of Evaluation

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

33 14.02.02 Preparing for Evaluation

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

37 14.02.03 Compensation for Meetings

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

43 14.02.04 Evaluation Materials

44 Associate Faculty will be evaluated using multiple instruments:

45 14.02.04.01 Course Instructor Evaluations

- 1 14.02.04.02 Peer Observations
- 2 14.02.04.03 Self-Assessments
- 3 14.02.04.04 Administrative Observations
- 4 14.02.04.05 Any additional materials that the faculty member wishes to include.
- 5 The faculty member being assessed has the right to attach her/his response to any
- 6 evaluation information.
- 7 14.02.05 Criteria for Evaluation
- 8 Associate Faculty members will be assessed based on the following criteria:
- 9 14.02.05.01 ability to instruct in a learner-centered manner,
- 10 14.02.05.02 adherence to an outcomes-based assessment model,
- 11 14.02.05.03 effective classroom management, and
- 12 14.02.05.04 professional conduct.
- 13 14.02.06 Course Instructor Evaluations (CIEs)
- 14 Course Instructor Evaluations will be administered as per [Article 6.08: CIEs](#) in all
- 15 classes for the first three (3) quarters of teaching by the instructor. Thereafter, CIEs
- 16 will be administered as per [Article 6.08](#) in at least one (1) course each quarter that
- 17 the faculty member teaches.
- 18 At least once a year, the appropriate Dean for Student Learning will review all
- 19 submitted CIEs for each Associate Faculty member. If any concerns are found, the
- 20 respective Dean will discuss her/his concerns with the faculty member.
- 21 14.02.07 Peer Observations
- 22 During the initial quarter of teaching, a Peer Observation will be conducted.
- 23 Thereafter, a Peer Observation will be conducted at least once every three (3)
- 24 years unless the appropriate Dean for Student Learning should deem additional

1 Peer Observation(s) necessary based upon specific concerns related to the
2 evaluation criteria.

3 Faculty Peer Observations shall be conducted by a Full-Time Faculty member or
4 Priority Hire Associate Faculty who shall be designated by the appropriate Dean.
5 This faculty member should be in the same or a closely related discipline as the
6 faculty member being evaluated. As part of their regular workload, Full-Time
7 Faculty may be asked to perform up to three (3) Associate Faculty Peer
8 Observations per year. As part of their regular workload, Priority Hire faculty may
9 be asked to perform up to two (2) Associate Faculty Peer Observations per year.
10 The designated observer will write up the findings of the Peer Observation with the
11 faculty member being observed. The faculty member may respond in writing to the
12 peer observation and have his/her response attached to the written peer
13 observation. A written copy of the Peer Observation and any response shall be
14 forwarded to the faculty member and the appropriate Dean for Student Learning.

15 14.02.08 Priority Hire Contract Self-Assessment

16 As part of the application for the Priority Hire Pool, an Associate Faculty will
17 complete a written self-assessment. Drawing upon written Peer and
18 Administrative Observations and CIEs, each faculty member shall complete a
19 reflective, self-assessment of no more than three (3) pages. The self-assessment
20 shall be included in the application for Priority Hire status by the end of the third
21 (3rd) week of Winter Quarter. The document should:

22 14.02.08.01 assess the ability to instruct in a learner-centered manner,
23 14.02.08.02 discuss instruction methods utilized,

- 1 14.02.08.03 specifically address the integration of the college-wide learning
2 outcomes in her/his courses,
3 14.02.08.04 identify strengths and/or areas where faculty performance/growth might be
4 improved, and
5 14.02.08.05 respond to CIEs and any other assessments and feedback provided.

6 14.02.09 Administrative Observation
7 The appropriate Dean for Student Learning may schedule Administrative
8 Observations to assess a faculty member's teaching and learning. When
9 scheduling Administrative Observations, the appropriate Dean for Student
10 Learning shall provide the faculty member with written notification of his/her
11 intent at least one (1) week prior to the observation.

12 14.02.10 Additional Materials
13 The faculty member may submit additional assessment related materials.

14 **14.03 Administrative Observation Process**

15 14.03.01 Timeline
16 A Probationary Associate Faculty will have an Administrative Observation before
17 the eighth (8th) week of the second quarter of his/her teaching. By the eighth (8th)
18 week, the Probationary Associate Faculty will receive a written Administrative
19 Observation along with an Administrative Evaluation Statement (AES) based on
20 that observation which states that one of the following is the case: a) they are
21 moved into the Associate Faculty Hiring Pool; b) they are not moved into the
22 Associate Faculty Hiring Pool; or c) their probationary period is being extended for
23 one quarter. The documentation will be presented in a face-to-face meeting and
24 will clearly explain the reasons for the decision.

1 The Administrative Observation along with the AES shall be based on their
2 evaluation criteria. A written copy of the Observation and the AES shall be given to
3 the faculty member. The faculty member will have ten (10) working days to
4 respond in writing to the AES and have his/her response attached to the
5 observation.

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

15 14.03.02 Administrative Evaluation Statement (AES)

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

20 14.03.03 Distribution of the AES

21 The AES shall be shared with the faculty member by the eighth (8th) week of the
22 quarter in which the evaluation takes place. The faculty member shall have ten
23 (10) work days to sign, date, and return the AES and any optional response. The
24 faculty member's signature will acknowledge receipt of the administrative

1 evaluation statement; the faculty member's signature does not indicate
2 agreement with the administrative evaluation statement. The AES and any
3 optional response shall be placed in the employee's personnel file at the
4 conclusion of the ten (10) work days, with or without the faculty member's
5 signature. The faculty member and appropriate Dean for Student Learning shall
6 receive a copy, and the Human Resources Office shall retain the original.

7 14.03.04 Results of the Administrative Evaluation Rating

8 In accordance with the Associate Faculty Article, a satisfactory rating from an
9 initial administrative evaluation shall result in placement in the hiring pool. For a
10 non-probationary Associate Faculty, a satisfactory rating from an administrative
11 evaluation shall result in continued placement in the hiring pool. If the non-
12 probationary Associate faculty member receives an unsatisfactory rating from an
13 administrative evaluation statement, an improvement plan will be created.

14 **14.04 Improvement Plan**

15 14.04.01 Construction

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

23 14.04.02 Timeframe for Establishing the Improvement Plan

24 The improvement plan will normally be established and in place prior to the end

1 of the term in which the faculty member received the unsatisfactory rating from
2 the administrative evaluation.

3 14.04.03 Removal From the Hiring Pool

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

8 If the Associate Faculty member was previously a Priority Hire Faculty, s/he shall be
9 reinstated into the Priority Hire Pool with no loss of seniority.

10 **14.05 Records Disposition**

11 The appropriate Dean for Student Learning shall maintain a signed copy of the
12 Administrative Evaluation Statement, improvement plan (if initiated) and any
13 attached faculty response and forward the original signed document to the faculty
14 member's personnel file.

15 The administrative evaluation statement, improvement plan and any faculty
16 response shall be considered an official Human Resources record and be
17 maintained in the faculty member's personnel file in accordance with [Article 6.09](#).

18 The College has the right to retain a copy of any additional optional assessment-
19 related material provided to the Dean for Student Learning and/or the Faculty Lead
20 by the faculty member being evaluated. Intellectual property rights of individual
21 items shall be determined pursuant to the [Article 17: Intellectual](#)
22 [Property](#).

1 **ARTICLE 15: LEAVE PROVISIONS**

2 **15.01 Absences and Leaves**

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

10 **15.02.01 Full-time Faculty Leave**

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

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

21 **15.02.02 Associate Faculty Leave**

22 Upon the initial quarter of employment, an Associate Faculty member will
23 be credited with the full number of hours leave entitled for that quarter.

24 Following the initial quarter, associate faculty shall accrue leave monthly as

1 follows:

2 Fall Quarter

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

6 Winter Quarter

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

10 Spring Quarter

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

13 Summer Quarter

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

17 15.02.03 Limitation on Leave Accrual

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

19 15.02.04 Compensable Leave Accumulation

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

1 **15.03 Attendance Incentive**

2 Pursuant to [RCW 28B.50.553](#), compensable leave can be cashed out following:

3 15.03.01 Any calendar year in which the compensable sick leave balance exceeds four
4 hundred and eighty (480) hours. Faculty may elect to convert to cash any
5 unused hours of compensable leave that were accrued during the previous
6 year. Procedures shall be consistent with the State Administrative and
7 Accounting Manual (SAAM).

8 15.04 **Notification and Use of Leave**

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

13 15.04.01 Absence of five (5) or more consecutive days for Full-Time Faculty or two
14 (2) consecutive teaching days for Associate Faculty

15 15.04.02 Medical certification

16 15.04.03 Placement into leave without pay status

17 **15.05 Leave Deductions**

18 Deductions from accrued leave shall be charged against compensable leave until
19 such leave is exhausted. Thereafter, charges shall be made to non-compensable
20 leave until exhausted; provided, however, that all leave utilized under the Family
21 and Medical Leave Act ([Article 15.12](#)) shall be charged first to non- compensable
22 leave until such leave is exhausted.

23 15.05.01 Full-Time Faculty

24 For Full-Time Faculty, leave shall be deducted on a day-for-day basis. For

1 absences of less than a day, the deduction shall be prorated based upon the
2 percentage of professional workweek missed. Per [Article 8.05.01](#) in the
3 Workload and Faculty Responsibilities article, a Full-Time Faculty professional
4 workweek shall consist of an average of forty (40) hours per week.

5 15.05.02 Associate Faculty

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

10 **15.06 Full-Time Faculty Leaves of Absence**

11 Leave of absence shall mean approved absence from duty without pay. It is
12 recognized that leaves of varying length are sometimes necessary; however, a
13 leave of absence will not normally exceed one (1) calendar year. An approved
14 leave of absence shall provide Full-Time Faculty members with assurance of
15 reemployment without loss of benefits; however, benefits and seniority shall
16 not accrue during a leave of absence. All leave requests will be evaluated on the
17 merits of the request and the best interests of the College. A leave of absence
18 may include, but not be limited to:

19 15.06.01 Advance study or creative activity related to her/his discipline

20 15.06.02 Foreign or domestic exchange teaching (unless reciprocal salary arrangements
21 exist)

22 15.06.03 Serving as an officer or staff member of a professional organization, or
23 appointment or election to a political or public office

1 15.06.04 Professional improvement through study of actual conditions in public or private
2 service as a faculty member or intern

3 15.06.05 Professional consulting, adjudicating, or research activities
4 Requests for a leave of absence without pay shall generally be submitted to the
5 President by March 1 of each year for the coming academic year.

6 **15.07 Illness/Injury/Disability/Emergency/Bereavement/ Professional Leave**

7 15.07.01 Illness/Injury/Disability/Emergency Leave

8 Leave is available in cases of illness, disability or injury to the faculty member or
9 faculty member's immediate family or household. Such leave shall be deducted
10 from accumulated sick leave or granted as unpaid leave to the extent the leave
11 exceeds accumulated leave.

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

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

21 15.07.02 Bereavement Leave

22 Faculty may take up to three (3) days leave with pay per occurrence of a death in the
23 immediate family as defined below. Such leave shall be deducted from accumulated
24 sick leave or granted as unpaid leave to the extent the leave exceeds accumulated

1 leave. Up to two (2) additional days of Bereavement Leave may be taken and
2 deducted from accumulated sick leave (or granted as unpaid leave) upon approval of
3 the Chief Academic Officer.

4 The immediate family shall mean the faculty member's spouse or domestic
5 partner and the faculty member's or spouse/partner's parent(s) (including step or
6 adoptive parents), sibling(s) (including step or adoptive siblings), child(ren)
7 (natural, step or adoptive), grandparent(s), daughter-in-law(s), son-in-law(s),
8 grandchild(); any person living in the immediate household, or others with a
9 substantially similar relationship to the faculty member.

10 **15.07.03 Professional Leave**

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

20 **15.08 Transferability**

21 Accumulated compensable leave may be transferable from one Washington State
22 community college district to another Washington State community and technical
23 college and other state or local agencies in accordance with applicable statutes or
24 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](#))

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

15.10 Conditions for Paid Leave and Unpaid Leave

15.10.01 Paid Leave

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

9 **15.10.02** Leave Without Pay

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

18 **15.11** **Substitutes**

19 Faculty shall request approval for a paid substitute from the appropriate Dean for
20 Student Learning. If approved by the Dean for Student Learning, the paid
21 substitute will be given a Part-Time Hourly Faculty assignment corresponding with
22 the substitution. Nothing herein shall be construed to require the College to
23 provide substitutes or to compensate faculty members for replacing one another
24 except in unusual circumstances approved by the appropriate Dean for Student

1 Learning.

2 **15.12 Family Medical Leave (FML)**

3 15.12.01 Under the provisions of the Family Medical Leave Act (FMLA), eligible faculty are
4 entitled to up to a total of twelve (12) weeks of unpaid leave in any twelve (12)
5 month period for any of the following:

6 15.12.01.01 Parental leave to care for a newborn or newly placed adopted or foster child.

7 15.12.01.02 Personal medical leave if, due to the faculty member's own serious health
8 condition, the faculty member is unable to perform the functions of his/her
9 position.

10 15.12.01.03 Family medical leave to care for a spouse, domestic partner, child, or parent who
11 has a serious health condition.

12 15.12.01.04 A qualifying exigency, as defined by the Department of Labor, arising from the
13 fact that the spouse, or a son, daughter or parent of the employee is on active
14 duty in the Armed Forces in support of a contingency operation.

15 15.12.01.05 Service member: Family Leave will be provided to an eligible employee who is
16 the spouse, child, parent, or next of kin to a covered service member to take up
17 to twenty-six (26) workweeks of leave in a single twelve (12) month period to
18 care for the covered service member who is suffering from a serious illness or
19 injury in the line of duty.

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

22 **15.13 Parental Leave**

23 Parental leave may be granted to eligible faculty members for the purpose of
24 bonding with the faculty member's newborn or adoptive child. An eligible faculty

1 member may be granted a leave of absence for up to one (1) year. Thereafter, the
2 faculty member is entitled to return to the same position the faculty member held
3 when leave started or to an equivalent position with equivalent salary, benefits, and
4 other terms and conditions of employment.

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

12 To be entitled to leave under this section, the leave must have been approved in
13 advance by the Chief Academic Officer or designee. The leave approval shall
14 include the approximate time the faculty member expects to return to work.

15 Within thirty (30) days after childbirth or placement, the faculty member shall
16 inform the college of the specific day s/he expects to return to work. The College
17 shall then inform the faculty member as to the effective date of return provided
18 the date is not before the approximate date of return, unless agreed to by both
19 parties.

20 Disabilities caused or contributed to by pregnancy, miscarriage, abortion,
21 childbirth, and subsequent recovery are, for all job-related purposes, temporary
22 disabilities and will be treated as such under the leave plan. Employment policies
23 and practices involving matters such as the availability of extension of leave time,
24 the accrual of benefits and privileges, and payment under any health or temporary

1 disability insurance or sick leave plan, shall be applied to a disability due to
2 pregnancy or childbirth on the same terms and conditions as they are applied to
3 other temporary disabilities.

4 **15.14 Medical Certification**

5 15.14.01 If there is cause to believe that a faculty member has a contagious disease or a
6 physical or mental illness that would substantially interfere with the employee's
7 job performance, or that would present a danger to the health or safety of other
8 employees, students, or the public, the employee may be required to obtain
9 medical certification of his or her ability to continue regular duties. This may also
10 include the release of medical records sufficient to establish the employee's ability
11 to continue on the job with reasonable accommodation. The College may obtain a
12 second medical opinion at the College's expense. If the President or designee, on
13 review of these documents and in consultation with the employee determines that
14 reasonable accommodations cannot be made, the employee will be placed on
15 leave until accrued leave is exhausted and then on leave of absence without pay
16 for reasons of health.

17 15.14.02 In cases of injury or illness of more than five (5) days, the faculty member may be
18 required to submit a statement from a licensed health care provider to the
19 appropriate Dean for Student Learning confirming the medical need for absence
20 from the job and expected date of return to duties.

21 **15.15 Leave from Duties Due to Health-Related Issues**

22 15.15.01 Any faculty member may, at the discretion of the President or designee, be
23 granted a leave of absence without pay for reasons of health-related issues, such
24 leave to be normally specified for a period of not less than three (3) months nor

1 more than two (2) years including the twelve (12) workweeks granted under
2 [Article 15.12](#): Family Medical Leave. Such leave may be extended in cases of
3 serious health conditions, but all such leave may not generally exceed a
4 maximum of two (2) years.

5 15.15.02 A statement from a licensed health care provider to the appropriate Dean for
6 Student Learning confirming the medical need for absence from the job and
7 expected date of return to duties may be requested prior to approval.

8 15.15.03 A faculty member who is unable to return to work because of a health-related
9 issue and whose sick leave is exhausted may have her/his leave status converted
10 by the President or designee to unpaid leave for a period of up to two (2) years.

11 15.15.04 The faculty member will inform the college three (3) months (or one (1) quarter)
12 prior to the end of the leave of their intent to return.

13 15.15.05 Upon return to work, the faculty member may be required to file a written
14 statement from a physician certifying the ability to return to full-time service. The
15 College may designate a physician. Any costs related to obtaining medical
16 certification required by the college in this circumstance will be paid by the College.

17 15.15.06 Benefits and seniority shall not accrue during leave taken without pay.

18 **15.16 Shared Leave**

19 Washington State's Shared Leave Program allows state employees to donate part
20 of their accumulated leave to co-workers whose regular paid leave has been
21 depleted because of extraordinary illness or injury. Cascadia's Shared Leave
22 Program, administered by the Office of Human Resources, is applicable to Full-
23 Time and Associate Faculty members who accrue leave. Key elements of the
24 program include eligibility and approval requirements, limits on leave donations

1 and leave calculation procedures to meet agency and state cost accounting
2 requirements. Procedures shall be consistent with the State Administrative and
3 Accounting Manual (SAAM) and college procedures.

4 **15.17 Chemical Dependency Illness**

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

7 15.17.01 As an employer, the College's concern with chemical dependency is strictly limited
8 to its effect on a faculty member's job performance or on-the-job behavior. There
9 is no intent to intrude upon the private life of any faculty member. For the purpose
10 of this procedure, chemical dependency is defined as an illness produced by
11 repeated use of alcohol or other drugs resulting in an inability to perform assigned
12 work satisfactorily or in unacceptable behavior on the job. It is intended that
13 implementation of this procedure will not require any special regulations,
14 privileges, or exemptions from the standard administrative practices applicable to
15 job performance requirements.

16 15.17.02 Supervisors are not expected to act as counselors, nor use their observation of
17 behavioral changes or performance deficiencies to diagnose problems of alcohol or
18 drug abuse. The supervisor's role is to document deficiencies which have not
19 responded to normal supervisory corrective action.

20 15.17.03 Any faculty member suffering from chemical dependency will receive the same
21 consideration and benefits presently extended to faculty members having any
22 other illness, including the use of leave, if necessary, to actively engage in an
23 appropriate program of treatment. It is expected that a faculty member with
24 chemical dependency will seek appropriate treatment for the illness. Records

1 pertaining to chemical dependency shall be kept in separate confidential files,
2 for purposes allowed by the Americans with Disabilities Act, Family Medical
3 Leave Act, and other pertinent laws and regulations. No faculty member shall
4 have job security or promotional opportunities jeopardized solely by seeking
5 treatment of the illness.

6 15.17.04 The responsibility to correct unsatisfactory job performance or behavior resulting
7 from an apparent chemical dependency problem rests with the employee. Failure
8 to do so, for whatever reason, will result in appropriate corrective or disciplinary
9 action as determined by the College. Faculty members, who suspect they may
10 have a chemical dependency problem, even in its early stages, should voluntarily
11 seek information and counseling and, when indicated, follow through with
12 prescribed treatment.

13 **15.18 Leave from Duties Due to Court Summons**

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

21 **15.19 Military Leave**

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

1 **15.20 Personal Leave**

2 A Full-Time Faculty member shall be entitled to use up to one (1) leave day per
3 instructional year for personal leave. The leave shall be deducted from either the
4 compensable or non-compensable leave balance at the request of the faculty
5 member. This allowance is not intended to increase leave accrued under [Article](#)
6 [15.02](#). The faculty shall notify the appropriate Dean for Student Learning of the
7 intended personal leave. The Dean for Student Learning may require the presence
8 of faculty on campus based on the interest of the institution.

9 **15.24 Unpaid Holidays for a Reason of Faith or Conscience**

10 A. Leave without pay will be granted for up to two (2) workdays per calendar year
11 for a reason of faith or conscience or an organized activity conducted under
12 the auspices of a religion denomination, church or religious organization.
13 Leave without pay may only be denied if the employee’s absence would
14 impose an undue hardship on the Employer as defined by Chapter 82-56 WAC
15 or the employee is necessary to maintain public safety.

16 **15.21 Reimbursed Expense Leave**

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

23 **15.22 Sabbatical Leave**

24 15.22.01 Sabbatical leaves are granted to eligible members of the faculty for the purpose of

1 providing opportunities for study, scholarly activities, and creative activities for the
2 enhancement of the College's instructional programs. The applicant is required to
3 submit a plan outlining the purpose of the leave and how the time will be spent.
4 The recipient shall return to the College following completion of such leave for a
5 period commensurate with the amount of the leave so granted. The granting of
6 sabbatical leave shall be contingent upon approval by the Board of Trustees and a
7 signed contractual agreement between the President (on behalf of the Board),
8 and the recipient stating that the recipient shall return to the college following
9 her/his completion of such leave and serve in a professional status for a period
10 commensurate with the amount of leave so granted. Failure to comply with the
11 provisions of such signed agreement or written modification thereof shall
12 constitute an obligation of the recipient to repay to the institution any
13 remuneration received from the institution during the leave.

14 15.22.02 A tenured faculty member may apply for his or her first sabbatical leave after
15 completing at least nine (9) quarters following tenure, not including summer
16 quarters, quarters of approved leave or temporary annual appointment quarters at
17 Cascadia College. Subsequent sabbatical leave may be requested after fifteen (15)
18 quarters, not including summer quarters, following the preceding sabbatical.

19 15.22.03 While on remunerated sabbatical, leave is accrued at the same percentage rate as
20 salary.

21 15.22.04 Should a sabbatical leave be interrupted by the death of the employee, the estate
22 will not be held liable for the salary paid. Should an individual become disabled
23 while on leave, to the extent that the employee is physically unable to resume
24 duties for the College, the employee will not be held responsible for repayment of

- 1 the salary received.
- 2 15.22.05 No later than the end of the first quarter after returning to the College, recipients
3 of sabbatical leave must submit a written report to the Chief Academic Officer
4 concerning the value of the leave to the person and to the College. Once
5 approved, the report is forwarded to the President for approval. The report is
6 then submitted to the Board of Trustees for information.
- 7 15.22.06 Recipients should recognize that accepting a sabbatical leave constitutes making a
8 contract with the College to perform the activities identified in the approved
9 proposal; and they should be aware that based upon that agreement, the College
10 normally issues an employment contract for a replacement. Should recipients
11 subsequently be unable to perform the approved activities, there is no assurance
12 that they will be able to return to their College duties for that period. A mutually
13 agreed-upon alternative program of activity will be developed.
- 14 15.22.07 Pursuant to [RCW 28B.10.650](#), the remuneration from state general funds and
15 general local funds for any sabbatical leave granted for any academic year shall not
16 exceed the average of the highest quartile of a rank order of salaries of all full- time
17 teaching faculty holding academic year contracts or appointments at the college.
- 18 15.22.08 Maximum paid sabbatical will be one (1) year. Remunerated professional leaves
19 for a period of less than an academic year shall be compensated at rates not to
20 exceed a proportional amount of the average salary as otherwise calculated for the
21 purposes of [Article 15.22.08](#). Salary for sabbatical leave will be as follows:
- 22 15.22.08.01 Faculty approved for sabbatical leave for one (1) quarter will receive one hundred
23 percent (100%) of the total pro-rated annual salary.
- 24 15.22.08.02 Faculty approved for sabbatical leave for two (2) quarters will receive eighty

1 percent (80%) of the total pro-rated annual salary for the quarters in which
2 leave is taken.
3 15.22.08.03 Faculty approved for sabbatical leave for three (3) quarters will receive sixty
4 percent (60%) of the total pro-rated annual salary.

1 15.22.09 The aggregate cost of remunerated sabbatical leaves awarded by the college
2 during any year, including the cost of replacement personnel, shall not exceed
3 one hundred and fifty percent (150%) of the full salary of those who have been
4 granted sabbatical leave.

5 15.22.10 Pursuant to [RCW 28B.10.650](#) if there are fewer than seventy-five (75) full-time
6 faculty members employed at the college, and fewer than three (3) individuals
7 have been granted remunerated sabbatical leave in any given year, the hundred
8 and fifty percent (150%) limit does not apply.

9 15.22.11 Pursuant to [RCW 28B.10.650](#) the average number of annual remunerate
10 professional leaves awarded at the college shall not exceed four percent (4%) of
11 the total number of full-time equivalent faculty, as defined by the Office of
12 Financial Management, who are engaged in instruction.

13 15.22.12 Sabbatical Application Procedure. The CAO or designee shall call for written
14 applications from eligible academic employees to be received by January 15. The
15 CAO or designee will base their decision about whether to recommend in favor
16 of the sabbatical proposal to the College President exclusively upon the criteria
17 given below.

18 The CAO or designee shall make their recommendation no later than February
19 15. Copies of this written recommendation shall be sent to the President.

20 15.22.13 Applicant Procedures. An applicant for sabbatical leave shall submit an
21 application to the Chief Academic Officer or designee by January 15 of the
22 academic year preceding the proposed leave. The applicant shall notify the
23 Chief Academic Officer or designee of any significant change of plans should
24 such a change occur during the selection process or subsequent to it. After

1 recommendations have gone to the President, the recommended finalists must
2 notify the President of any change of plans or changes to the application.

3 15.22.14 Criteria for Selection. The Chief Academic Officer or designee shall use four (4)
4 criteria for selection of academic employees to receive sabbaticals:

5 15.22.14.01 the merit of the sabbatical project in relation to the applicant's
6 professional development plans,

7 15.22.14.02 the applicant's current and previous contributions to the college community,

8 15.22.16.03 the proposal's relevancy to the College's academic plan, and

9 15.22.16.04 whether or not the applicant has had a previous sabbatical. In instances
10 where these criteria are equal, seniority shall be the determining factor.

11 15.22.17 The CAO or designee shall review written sabbatical leave proposals and make
12 recommendations to the College President. The CAO or designee
13 recommendations may be ranked.

14 **15.23 Special Leave Considerations**

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

1 **ARTICLE 16: PROFESSIONAL DEVELOPMENT PROVISIONS**

2 **16.01 Statement of Principle**

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

- 9 16.01.01 in-service training;
- 10 16.01.02 faculty retraining opportunities;
- 11 16.01.03 attendance at workshops, conferences, retreats, seminars;
- 12 16.01.04 multicultural awareness related activities;
- 13 16.01.05 internship and apprenticeship experiences;
- 14 16.01.06 visitation and/or faculty exchanges;
- 15 16.01.07 release time and leaves;
- 16 16.01.08 institutional research projects;
- 17 16.01.09 curriculum development projects;
- 18 16.01.10 and special-needs students training.

19 **16.02 Faculty In-Service Training Provisions**

20 Both the CCCFT and the College support the concept of faculty development,
21 retraining, and in-service training. The College agrees to continue existing levels of
22 support for the Teaching and Learning Academy (TLA) contingent upon budgetary
23 and fiscal limitations. When faculty serve as the appointed College representative
24 to a statewide group, e.g., commissions, councils, taskforces, etc., the College shall

1 fund these activities separately from professional development contingent upon
2 budgetary and fiscal limitations.

3 **16.03 Professional Development Outcomes**

4 Each Full-Time Faculty member shall establish a set of professional development
5 outcomes in accordance with [Article 8: Workload and Faculty Responsibilities](#) and
6 either [Article 10: Tenure](#) or [Article 11: Tenured Faculty Assessment](#), as
7 appropriate, and in consultation with the faculty member's immediate supervisor.
8 Professional development outcomes may be updated annually as appropriate. All
9 Associate Faculty shall be defined as currently employed faculty who are not Full-
10 Time Faculty.

11 **16.04 Full-Time Faculty Funding**

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

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

22 **16.05 Associate Faculty Funding**

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

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

11 **16.06 Appropriate Use of Funds**

12 All use of professional development funds must be consistent with applicable
13 RCW's, WAC's and the Office of Financial Management rules for use of state fund.
14 Pursuant to state regulations and guidelines, uses may include costs related to
15 attendance at workshops, conferences, courses or seminars (e.g., registration,
16 travel, lodging, and per diem).

17

1 **ARTICLE 17: INTELLECTUAL PROPERTY RIGHTS**

2 **17.01 Ownership Rights**

3 17.01.01 Faculty Ownership

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

6 17.01.01.01 created on his/her own time, outside the contracted scope of the faculty member's
7 employment with the College, and

8 17.01.01.02 created with de minimis support of the College and/or its facilities and equipment
9 in accordance with the [Ethics in Public Service Act](#) and provided the College incurs
10 no additional cost for the use of such.

11 17.01.02 College Ownership

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

14 17.01.02.01 the materials, processes, or inventions were commissioned and paid for by the
15 College via stipends, grants or other College funds, or

16 17.01.02.02 the work resulting in the materials, processes, or inventions was performed by the
17 faculty member within his or her contracted scope of employment, including the
18 preparation of course materials.

19 17.01.03 Contractually Assigned Ownership

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

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

5 17.01.04 Shared Ownership

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

9 **17.02 Copyright Registration**

10 Except as otherwise provided in a separate agreement negotiated per [Article](#)
11 [17.01.03](#), the party(ies) assigned the right to ownership of intellectual property
12 shall bear the responsibility for registration of the ownership interest. The written
13 agreement shall specify who is responsible for copyright registration when there
14 is shared ownership between the College and a faculty member(s).

15 **17.03 Royalty Distribution**

16 17.03.01 Single Party Ownership

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

20 17.03.02 Shared Ownership

21 Unless otherwise specified in the written agreement, if the College and faculty
22 member(s) share ownership of intellectual property, royalty distribution rights
23 shall be as follows: one hundred percent (100%) of royalties or other profits shall
24 be distributed to reimburse the College and/or faculty member(s) for

1 documented expenses of creation and production of the material.
2 Reimbursements shall be divided proportional to the documented expenses until
3 all such expenses are completely reimbursed. The remainder of any royalties or
4 other profits shall be distributed fifty percent (50%) to the College and fifty
5 percent (50%) to the faculty member(s) who share the ownership rights.

6 **17.04 Resolution of Ownership and Royalty Distribution Conflicts**

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

11 **17.05 Role of the CCCFT**

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

15 **17.06 Use of Copyrighted Instructional Materials**

16 **17.06.01 Faculty Members Usage of Their Own Instructional Materials**

17 A faculty member shall be allowed the use of any copyrighted instructional
18 materials and derivative works that he or she created, regardless of who retains
19 the copyright assignment, at no cost to the faculty member. However, if the
20 faculty member is receiving compensation for his or her materials that are jointly
21 owned the process for distributing reimbursements first will follow section 16.03
22 in this Article. If a faculty member(s) wishes to assign his/her book(s) to his/her
23 own classes when receiving royalties for said book(s), they must first have their
24 request reviewed and approved by a faculty review committee appointed jointly

1 by the CCCFT and the College. In addition, any monetary gain received from using
2 said book(s) with his/her Cascadia class(es) must be donated to the Cascadia
3 Community College Foundation or other non-profit organization as mutually
4 agreed upon by the CCCFT and the College.

5 17.06.02 College Use of Instructional Materials Created for a Course

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

1 **ARTICLE 18: DISCIPLINE**

2 **18.01 General Framework for Faculty Discipline**

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

8 **18.02 Reference to Prior Disciplinary Action**

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

16 **18.03 Anonymous Complaints**

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

1 **18.04 Faculty Rights**

2 18.04.01 Representation

3 Faculty members shall have the right to the presence of a representative of the
4 CCCFT and/or counsel at any meeting at which the faculty member is being, or
5 believes he or she will be disciplined or contractually affected for any reason.
6 Faculty may request a delay of any such meeting not to exceed five (5) work days
7 in order to secure CCCFT and/or counsel representation. In the event the faculty
8 member intends to secure legal representation, the faculty member shall so
9 inform the College at the time of requesting the delay of the meeting in order to
10 enable the College to engage counsel as appropriate.

11 18.04.02 Notice of Complaints

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

- 22 • Date of the incident(s) precipitating the initiation of the
23 Disciplinary Procedure
- 24 • Date when the Dean or designee first became aware of the incident

- 1 • A concise description of the issues of concern that are to be investigated
- 2 • A brief description of any known potential criminal charges to the extent
- 3 permissible by law
- 4 • The date and time proposed for the faculty interview meeting
- 5 ([Article 18.09.02](#))

6 **18.05 Progressive Discipline Process**

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

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

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

18 **18.06 Correspondence of Disciplinary Action with Offense**

19 Any disciplinary action taken regarding a faculty member's behavior shall be
20 appropriate to the behavior which precipitated the action. In determining the
21 discipline to apply, the supervisor will consider the nature and seriousness of the
22 offense, and may consider the faculty member's past work record as
23 documented in the faculty member's personnel file within the limits of [Article](#)
24 [18.02](#).

- 1 **18.07** **Administrative Leave**
- 2 A faculty member may be placed on administrative leave with full pay pending an
- 3 investigation and final disposition of any charges.
- 4 **18.08** **Verbal Warnings**
- 5 When the college deems a verbal warning is necessary, written confirmation of
- 6 the warning shall follow within five (5) work days of the issuance of a verbal
- 7 warning. The employee’s personnel file shall be updated with the documentation
- 8 supporting the verbal discipline within the same time period.
- 9 **18.09** **Investigatory Process and Disciplinary Meetings**
- 10 The College shall seek to resolve matters of concern regarding faculty behavior
- 11 informally whenever possible; when necessary the College shall follow the formal
- 12 process outlined below for investigating and responding to issues of concern
- 13 regarding faculty as described in this section.
- 14 18.09.01 Notice of Complaint (Step 1)
- 15 The College shall inform the faculty member that the Disciplinary Procedure is
- 16 being initiated by issuance of a Notice of Complaint ([Article 18.04.02](#)).
- 17 18.09.02 Faculty Interview (Step 2)
- 18 18.09.02.01 Purpose of Interview
- 19 The faculty interview shall provide the College and the affected faculty member an
- 20 opportunity to exchange information about the incident(s) and/or issue(s) under
- 21 investigation.
- 22 18.09.02.02 Notice of Interview
- 23 Except in emergency situations or where advance notice could jeopardize an
- 24 investigation, the safety of others, the student learning experience or the security

1 of college resources, the faculty member shall be notified at least five (5) work
2 days prior to any formal investigatory interview with the faculty member.

3 18.09.02.03 Review of materials

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

11 18.09.03 Disciplinary Meeting

12 18.09.03.01 Purpose of Meeting

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

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

21 18.09.03.02 Notice of Meeting and Review of Materials

22 Faculty shall receive at least five (5) work days' notice of this disciplinary meeting
23 and shall also receive a copy of all investigatory findings at least five (5) work
24 days prior to the disciplinary meeting. Should additional information regarding

1 the disciplinary matter come to the attention of the College following the
2 scheduling of the disciplinary meeting, findings based on the information shall be
3 shared with the faculty member under investigation as soon as practical.

4 18.09.03.03 No Investigatory Meeting Requirement

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

10 18.09.04 Disciplinary Letter (Step 4)

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

20 **18.10 Records**

21 18.10.01 Personnel File

22 The personnel file shall be the only location used to store either the written
23 documentation regarding disciplinary action or references to a different secure

1 location. All documentation supporting disciplinary action or references shall be
2 added to the employee file within five (5) days of disciplinary action being taken.

3 **18.10.02** Signatures

4 Signatures or initials on correspondence communicating disciplinary action shall
5 be required of the faculty being disciplined. Such signatures and initials shall
6 only indicate acknowledgement of receipt of the signed/initialed document(s), and
7 shall not be construed to indicate agreement with the contents of the document
8 unless specifically so stated by the faculty member. In the event the faculty
9 member being disciplined declines to acknowledge receipt of the document(s) by
10 their signature or initial, the documents shall be added to the employee's file
11 together with a note detailing the date and circumstances surrounding the
12 refusal of the faculty member to sign or initial the documents.

13 **18.11** **Dismissal**

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

1 **ARTICLE 19: SEPARATION AND RETIREMENT**

2 **19.01 Separation/Resignation**

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

7 In the event a faculty member decides to terminate employment with Cascadia
8 College after signing a contract, a letter of resignation should be submitted to the
9 Chief Academic Officer with a copy to the Office of Human Resources preferably
10 twenty-one (21) calendar days, and at a minimum of four
11 (3) calendar days, prior to leaving.

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

18 **19.02 Retirement**

19 **19.02.01 Procedure**

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

21 **19.02.01.01** By no later than May 1, the academic employee shall notify the appropriate Dean
22 for Student Learning and the Chief Academic Officer in writing of his/her intent to
23 retire at the end of the current academic year.

24 **19.02.01.02** The Office of Human Resources shall assist the employee in determining

1 retirement benefits based on age, employment status and other applicable state
2 retirement provisions. These benefits depend upon the retirement system to
3 which the faculty member belongs. These include:

4 19.02.01.02.01 “WSTRS I AND II,” the Washington State Teachers’ Retirement System under [RCW](#)
5 [41.32](#).

6 19.02.01.02.02 “TIAA-CREF,” the Teachers’ Insurance Annuity Association and the College
7 Retirement Equity Fund under [RCW 28B.10.400](#) and [WAC 131-16](#).

8 19.02.01.02.03 “PERS,” Public Employees Retirement System I, II, or III under [RCW 41.40](#).

9 19.02.02 Voluntary Employee Benefits Plan (VEBA)

10 19.02.02.01 The College agrees to contribute to the VEBA Plan (“Plan”) on behalf of all
11 employees in the Cascadia Community College Federation of Teachers (“Group”)
12 defined as eligible to participate in the Plan. Each eligible employee must submit a
13 completed and signed Enrollment Form to become a Plan participant and be
14 eligible for benefits under the plan.

15 19.02.02.02 All leave cash out contributions to the Plan on behalf of each eligible employee
16 shall be based on the cash-out value of unused leave days to hours accrued by such
17 employee available for contribution. In accordance with [RCW 28B.50.553](#), such
18 cash out contributions shall be the equivalent of one (1) day’s current monetary
19 compensation of the employee for every four (4) full days of accrued sick leave.

20 19.02.02.03 For sick leave cash outs, it is understood that all eligible employees will be required
21 to sign and submit to the College a hold harmless agreement complying with [RCW](#)
22 [28B.50.553](#). If an eligible employee fails to sign and submit such agreement to the
23 College, the College will not make sick leave cash-out contributions to the Plan at

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

4 19.02.02.04 College contribution on behalf of each eligible employee shall be based on the
5 following selected funding sources:

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

9 19.02.03 Emeritus Status

10 An individual contemplating retirement should decide whether to apply for
11 Emeritus status as outlined in [Article 6.07](#) of [Article 6: Employee Rights](#). Since
12 approvals from faculty and Board take time, such an application should be filed at
13 least sixty (60) days before the final date of employment.

1 **ARTICLE 20: GRIEVANCE PROCEDURE**

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

6 **20.01 Definition of a Grievance**

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

10 **20.02 Consolidation of Grievances**

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

15 **20.03 Timelines and Conferences**

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

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

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

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

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

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

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

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

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

22 All hearings or conferences pursuant to this Article shall be scheduled at a time
23 and place which will afford a reasonable opportunity for all parties entitled to
24 attend, including any and all witnesses. All grievance hearings shall be heard

1 during the daily work day and no faculty involved in the grievance hearing as a
2 witness or grievant shall suffer loss of salary or other benefits.

3 **20.04 Resolution of Grievance**

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

10 Grievances shall be processed in the following manner:

11 **20.04.01 Step One: Immediate Supervisor Level**

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

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

17 The written grievance shall state the facts upon which it is based, the applicable
18 provision(s) of this Agreement, and the remedy sought. The grievant shall file a
19 written grievance with the immediate supervisor or designee and copy the CCCFT
20 and the Office of Human Resources. The immediate supervisor or designee shall
21 acknowledge the receipt of the grievance by signing and dating the grievant's
22 copy. In order to address the grievance adequately, the parties shall schedule a
23 mutually agreed upon time to discuss and review the grievance prior to the
24 preparation of a formal response to the grievance by the immediate supervisor or

1 designee. The immediate supervisor or designee shall provide a written response
2 to the grievant and the CCCFT within ten (10) work days from the receipt of the
3 grievance. The response shall include the immediate supervisor or designee's
4 assessment of the grievance, supporting evidence and a proposed resolution. If
5 the grievant(s) and the CCCFT are satisfied with the resolution, the resolution
6 proposed in the response to the grievance becomes final. A duly signed copy of
7 the response to the grievance shall be forwarded to the Office of Human
8 Resources and the CCCFT. If the proposed resolution to the grievance is not
9 deemed to be satisfactory, the CCCFT can move the dispute to Step Two of the
10 grievance procedure.

11 20.04.02 Step Two: Chief Academic Officer Level

12 If the grievance is not resolved at Step One, the CCCFT may move the grievance
13 to Step Two: Chief Academic Officer or designee. The appeal must be filed within
14 ten (10) work days after the response at Step One is received. The Chief
15 Academic Officer or designee shall acknowledge receipt of the grievance by
16 signing and dating the grievant(s)' copy. In order to address the potential
17 grievance adequately, the College shall schedule a meeting to include the
18 grievant, the immediate supervisor or designee, and a CCCFT representative at a
19 mutually agreed upon time to discuss and review the complaint prior to
20 preparation of a formal response to the grievance. The grievant(s) and the CCCFT
21 representative shall be present at any meeting called to consider the grievance
22 at Step Two.

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

6 20.04.03 Step Three: College President Level

7 If the grievance is not resolved at Step Two, the CCCFT may move the grievance
8 to Step Three: College President or designee. The appeal must be filed within ten
9 (10) work days after the response at Step Two from the Chief Academic Officer or
10 designee is received. The President or designee shall acknowledge receipt of the
11 grievance by signing and dating the grievant(s)' copy. In order to address the
12 potential grievance adequately, the College shall schedule a meeting to include the
13 grievant, the immediate supervisor or designee, and a CCCFT representative at a
14 mutually agreed upon time to discuss and review the complaint prior to the
15 preparation of a formal response to the grievance. At least one (1) meeting shall be
16 held within five (5) work days of receipt of the appeal to discuss the grievance. The
17 grievant(s) and the CCCFT representative shall be present at any meeting called to
18 consider the grievance at Step Three.

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

1 20.04.04 Grievance Mediation

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

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

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

18 20.04.04.01 The grievance mediation process shall be informal. Rules of evidence shall not
19 apply and no formal record shall be made of the proceeding. Both sides shall be
20 provided ample opportunity to present the documentation or other information to
21 support the arguments of their case. The mediator may meet with the parties in
22 joint or separate caucuses.

23 20.04.04.02 The grievant shall be present at the grievance mediation proceeding. If the
24 grievance is resolved, the parties shall sign a statement agreeing to accept the

1 outcome. Unless the parties agree otherwise, the outcome shall not be precedent
2 setting.

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

7 **20.04.05 Step Four: Arbitration Level**

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

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

17 **20.05 Jurisdiction of Arbitrator**

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

21 Upon request of either party, the substantive and procedural arbitrability issues
22 arising in connection with that grievance shall be consolidated for hearing before

1 an arbitrator and such questions shall be ruled upon by the arbitrator prior to
2 hearing the merits of the grievance.

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

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

7 The arbitrator shall have authority to base her/his decision or award on the
8 evidence and matters presented to her/him by the parties in the presence of each
9 other, the matters presented in the written briefs of the parties, and all appropriate
10 arbitration rulings, decisions and awards previously decided upon. The
11 arbitrator's decision will be in writing and will set forth her/his findings of fact,
12 reasoning and conclusions on the issues submitted to her/him. This decision shall
13 be made sixty (60) days from the date all matters presented by the parties,
14 evidence, and written briefs have been received by the arbitrator.

15 **20.06 Protection of Participants in Procedure**

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

20 **20.07 Maintenance and Records**

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

1 **ARTICLE 21: REDUCTION-IN-FORCE**

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

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

9 **21.01 Grounds for Reduction-in-Force (RIF)**

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

12 21.01.01 Lack of funds

13 21.01.02 Reduction of allotments pursuant to RCW 43.88, as now or hereafter amended

14 21.01.03 State Board for Community and Technical College declaration of financial
15 emergency pursuant to [RCW 28B.50.873](#) under the following conditions:

16 21.01.03.01 Reduction of allotments by the Governor pursuant to [RCW 43.88.110](#), or

17 21.01.03.02 Reduction by the legislature from one (1) biennium to the next or within
18 biennium of appropriated funds based on constant dollars using the implicit price
19 deflator.

20 21.01.04 A decline in enrollments or other deficiencies as described in [Article 21.05](#) that
21 results in reduction, suspension or closure of a program (e.g., degree or certificate
22 level) or discipline (e.g. mathematics, biology, or education).

1 **21.02** **Order of Reduction within each Unit**

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

9 (Category 1) Full-Time Tenure Track Faculty

10 (Category 2) Full-Time Tenured Faculty

11 **21.03** **Seniority**

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

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

20 21.03.01 Individuals who teach in the unit, as their primary unit (as specified in the initial
21 offer letter), shall have seniority over individuals who teach in the unit as a non-
22 primary area

23 21.03.02 First date of signature of an employment contract

24 21.03.03 Receipt of employee qualifications in the Office of Human Resources

1 21.03.04 Date of employment application
2 In the case of a faculty member who moves to a full-time administrative position,
3 the faculty member shall retain but not continue to accrue seniority. The Leave
4 Article defines how approved leaves of absence, etc., shall affect seniority.

5 **21.04 RIF Units**

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

10 Each full-time tenured and tenure track faculty member is ranked in the reduction-
11 in-force unit in accordance with the seniority procedures defined in [Article 21.02](#)
12 Cascadia Community College recognizes the following reduction in force units. Such
13 units shall be modified by the Joint Contract Administration Committee as new
14 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

15

1

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

2

3

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

4

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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

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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.

10

11

12

1 The College shall provide the opportunity for each faculty member to claim rights
2 to additional reduction-in-force unit(s) in October of each year. To qualify, the
3 faculty member must meet the minimum qualifications at the time of original
4 appointment in the discipline (as maintained by the Office of Human Resources)
5 and be approved by the College to teach an additional discipline(s) at the time that
6 the faculty member claims rights to the additional reduction-in-force unit(s).
7 Upon written request from either the faculty member or the CCCFT, the College
8 will produce documentation to support its decision of whether or not to place a
9 faculty member in a particular reduction-in-force unit. This documentation will be
10 provided to both the faculty member and the CCCFT within fifteen (15) work days
11 of receiving the written request.

12 **21.05 Implementation Process**

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

16 **21.05.01 Financial Hardship or High Cost Discipline/Program**

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

- 1 21.05.01.01 seek volunteers to adjust or reduce teaching load to match demand; e.g., twenty
2 (20) credits in fall, fifteen (15) credits in (usual) winter, and ten (10) credits in
3 spring);
- 4 21.05.01.02 seek volunteers to teach a smaller number of credits and adjust the salary rate
5 proportionately;
- 6 21.05.01.03 seek volunteers to teach an alternative sequence of quarters rather than the
7 regular academic year of fall, winter, and spring (e.g., fall, winter, and summer
8 quarters) as their normal contract;
- 9 21.05.01.04 seek volunteers to teach two (2) regular quarters and take one (1) quarter leave
10 without pay;
- 11 21.05.01.05 seek volunteers to retire early;
- 12 21.05.01.06 consider reassigning faculty to non-teaching duties so that other faculty can
13 have the opportunity to teach in the classroom;
- 14 21.05.01.07 encourage faculty applications for non-salaried educational leave to improve the
15 faculty member's flexibility in teaching assignments;
- 16 21.05.01.08 any other adjustments which are in compliance with state laws and regulations
17 and that are agreed to by the College and the CCCFT.
- 18 21.05.02 Review of Disciplines and Programs
- 19 A discipline or program may be eliminated due to the presence of deficiencies
20 ([Article 21.01.03](#)) that cannot be resolved in an efficient and timely manner as
21 described below. Deficiencies may include such concerns as but not limited to:
- 22 21.05.02.01 a decline in program or discipline enrollments,
- 23 21.05.02.02 a lack of currency with industry or academic standards, or

1 21.05.02.03 job market needs that no longer make the program or discipline viable. Programs
2 shall, as part of their routine review by their respective discipline groups and the
3 Student Learning Council, be placed in one (1) of three (3) categories, as listed
4 below. For programs in 'Focus Status' the College will determine what resources
5 are available to provide additional support.

6 21.05.02.04 Good Standing: The program or discipline has adequate enrollments and no
7 significant deficiencies. The Student Learning Council will make its
8 recommendation to the Chief Academic Officer for her/his review and approval.

9 21.05.02.05 Focus Status: The program has significant deficiencies identified in the program
10 review or low enrollments, which require attention and improvement. A program
11 placed in Focus Status will be assigned a timeframe, usually nine (9) to twelve
12 (12) months, in which to address the concerns placing it in this category. The
13 appropriate Dean for Student Learning will lead this process and provide a status
14 report to the Student Learning Council by June 1. The Student Learning Council will
15 recommend to the Chief Academic Officer for her/his approval that the program
16 be moved to Good Standing, retained in Focus Status or moved to Termination
17 Status.

18 21.05.02.06 Termination: If deficiencies are identified through the program review process
19 that cannot be resolved, the Chief Academic Officer or designee, after
20 considering the recommendation of the Student Learning Council, shall
21 determine if a period of inactivity is appropriate. If the discipline or program is
22 terminated, the College shall identify a program closure timeline and develop a
23 plan that assures the needs of students currently enrolled in a degree or

1 certificate program are met through classes at the college or provided through
2 other institutions.

3 21.05.03 When the President determines that a reduction-in-force may be necessary for
4 the reasons set forth in [Article 21.05.01](#) or [21.05.02](#), the Administrative
5 Bargaining Team, in consultation with the CCCFT, will review the nature of the
6 problem facing the College and make a recommendation to the College President
7 by the date established by the College President. The CCCFT may submit an
8 alternative proposal(s) to the College President. The President shall document the
9 need for such reductions in staff.

10 21.05.04 When the Board determines that a reduction-in-force may be necessary for the
11 reasons set forth in [Article 21.05.01](#) or [21.05.02](#), the CCCFT may submit an
12 alternative proposal(s) in writing to the Board of Trustees by the date established
13 by the Board, through the President's Office (with a copy to the President), prior
14 to the Board of Trustees taking action on reduction-in-force, provided that the
15 proposal(s) is(are) received by the President's Office by the established date.

16 21.05.05 If the Board of Trustees concludes that a reduction in faculty is necessary, the
17 CCCFT shall be given written notice of the reduction. The notice shall include the
18 reasons for the proposed reductions in faculty and the number of faculty affected.
19 After determining the affected faculty, the President shall meet with each full-
20 time faculty member in a personal conference(s), which is an informal proceeding
21 for the purpose of [RCW 34.05](#), to discuss the proposed reduction-in-force. The
22 faculty may elect to have a CCCFT representative attend the meeting. The matter
23 may at such time be resolved by the use of alternatives, such as reassignment,
24 leave of absence, retirement, resignation, retraining, etc.

1 If the RIF is not due to a lack of funding, the College, in consultation with the
2 faculty member, will determine how a faculty member shall be reassigned to
3 teach in one or more of the RIF unit(s) for which he/she is qualified, based on
4 the following criteria:

5 21.05.05.01 has the qualifications and skills to teach the specific courses
6 being offered, 21.05.05.02 has sufficient seniority to offer reasonable
7 assurances that the faculty member is eligible for a full-time load.

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

11 21.05.06 If the proposed RIF is not resolved by the use of such alternatives as listed above,
12 the President shall serve written notice by certified mail to the affected employee
13 and the CCCFT. The notice shall include:

14 21.05.06.01 A statement of the legal authority and jurisdiction the President possesses
15 to implement a reduction-in-force.

16 21.05.06.02 A statement explaining the reasons for the reduction-in-force and clearly
17 indicating that separation is not due to employee job performance and hence is
18 without prejudice to such employee. The notice shall also clearly indicate the
19 basis for selection of the affected faculty member.

20 21.05.06.03 The notice will also indicate the effective date of separation from service.

21 21.05.07 The affected employee(s) shall have ten (10) work days from the date the
22 reduction-in-force notice was received by certified mail to make a written
23 request to the President for a review of the reduction-in-force decision and the
24 basis for selection of the affected faculty member in accordance with

1 [RCW 28B.50.873](#), as now written or hereafter amended.

2 21.05.08 Upon the request of a full-time faculty member laid off for reasons of this Article,
3 the College President or designee shall write a letter clearly stating the
4 separation is not due to job performance of the employee and hence is without
5 prejudice to such employee. A copy of the letter on College letterhead will be
6 provided to the faculty member, and a copy placed in his/her personnel file.

7 **21.06 Effective Reduction-in-Force (RIF) Date**

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

10 **21.07 Recall Rights of Reduction-in-Force for Full-time Faculty Members**

11 The Office of Human Resources shall create and maintain Recall Lists for each
12 affected reduction-in-force unit within the College. The names of those full-time
13 faculty members shall be placed on the appropriate Recall Lists according to
14 seniority and institutional need within a given discipline. Recall in each RIF unit
15 shall be in order of seniority; those qualified full-time faculty members at the
16 highest levels of seniority will be the first ones considered for recall. The right of
17 recall shall extend three (3) calendar years from the date of actual separation.

18 No new hires shall be permitted to fill faculty member vacancies in the RIF unit
19 unless there are no qualified or available faculty members on the Recall Lists to
20 fill the vacancies. The College shall notify the CCCFT, in writing at least two (2)
21 days prior to making any such anticipated offers of employment to faculty on
22 recall, and shall notify the CCCFT, in writing, of the results of such offers, within
23 five (5) work days of the final outcome of such offers.

24 A faculty member who obtains additional certification, qualifications, or

1 retraining while on a recall list(s) shall be entitled to update her/his records with
2 the Office of Human Resources. An individual on recall may petition to change
3 her/his designation of reduction-in-force unit(s) during October of each year by
4 meeting the qualifications in [Article 21.03](#). Upon assignment into the RIF unit
5 the faculty member will be placed on the recall list for that unit.

6 A full-time faculty member on recall shall have the first right of refusal to any
7 part-time assignments in her/his reduction-in-force unit(s); provided, failure to
8 accept such assignment shall not alter recall rights to full-time vacancies
9 otherwise established. This Article does not remove the College's right to choose
10 to not rehire an associate faculty member. Full-time faculty who refuse three (3)
11 or more opportunities for Associate Faculty assignments shall be removed from
12 the Associate Faculty pool, unless/until the faculty member submits a request, in
13 writing, to be restored to the Associate Faculty pool. If a full-time faculty member
14 teaches as an Associate Faculty member while on the Recall List, he/she may not
15 apply this time to increase their seniority placement on the Recall List. In the
16 instances where a RIF has occurred within a discipline or program, the number of
17 part-time assignments, if any, within the applicable reduction-in-force unit shall
18 not be increased over the number in existence at the time of the reduction-in-
19 force by more than the equivalent of two thirds (.666) of a full-time annualized
20 workload.

21 The College will assume that any full-time faculty member that does not respond
22 to an offer for a part-time assignment within five (5) work days of the receipt of
23 written notice of the offer will have refused that offer. The College will assume
24 that any faculty member that does not respond to an offer of recall to a full-time

1 position within twenty (20) work days of receipt of written notice of the offer to
2 have refused that recall offer. The name of any full-time faculty member
3 refusing a recall offer to a full-time teaching assignment shall be removed from
4 the Recall List, and said faculty member will no longer be considered eligible for
5 recall. It is the responsibility of those full-time faculty members desiring recall to
6 furnish the College in writing with the appropriate addresses to which notices
7 and other pertinent recall information can be sent. Upon recall, the full-time
8 faculty member shall retain all benefits such as sick leave, tenure if received
9 prior to the lay-off, and salary schedule placement, which had accrued up to the
10 date of separation. Notice of recall shall be sent by certified mail.

11 **21.08 Tenure Refusal Excluded**

12 This process does not remove the President or the Board of Trustee's right to
13 choose to not renew a probationary faculty member's appointment pursuant to
14 [RCW 28B.50.857](#).

1 **ARTICLE 22: NO STRIKE/NO LOCK OUT**

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

1 **ARTICLE 23: SAVINGS CLAUSE**

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

1 **ARTICLE 24: DURATION OF THE AGREEMENT**

2 This agreement shall remain in force and effect from July 01, 2015, until and
3 including June 30, 2018.

1 Signatures on file.
2

1 **APPENDIX: Permanent Status and Permanent Status Track Faculty**

2 **APP.01** Scope of Appendix: Terms and conditions of the Master Agreement (CBA) apply
3 except as specifically noted in the Master Agreement OR set out below as
4 separate terms and conditions of employment. Throughout the Master
5 Agreement, in all places that the terms “Tenured Faculty” or “Tenure-Track
6 Faculty” appear, it is to be understood that these articles apply equally to
7 Permanent Status Faculty or Permanent Status Track Faculty. Except as
8 specifically covered in this appendix, in the master agreement where the term
9 Tenure or Tenure Track is used, for the purposes of academic employees covered
10 under this appendix the terms Permanent Status or Permanent Status Track shall
11 be substituted.

12 **APP.02** **Article 1:** Definition: A Permanent Status Faculty member is defined as a fulltime
13 non-tenure track faculty member who is subject to the same conditions of
14 employment as a fulltime tenured faculty member with the sole difference being
15 that his or her position is not funded out of state-allocated funds. A Permanent
16 Status Track Faculty member is a fulltime non-tenure track faculty member who is
17 undergoing the process, identical in all but name to tenure track that leads to
18 Permanent Status. “Permanent Status” shall mean a faculty appointment for an
19 indefinite period of time which may be revoked only for adequate cause and by due
20 process.

21 **APP.03** Purpose: The purpose of permanent status is to protect academic employee rights
22 and academic employee involvement in the establishment and protection of these
23 rights and to define a reasonable and orderly process for the appointment of
24 academic employees to permanent status and for the non-renewal of probationary
25 academic employees.

1 **APP.04** Permanent Status Faculty Evaluation Process: A Permanent Status Track faculty
2 proceeds through the same three-year process of evaluation as does a tenure-track
3 faculty member. He or she shall be included in a tenure cohort under the same
4 terms and conditions as tenure-track faculty members. The only difference in their
5 evaluation shall be the wording in the recommendation from their TRC, which shall
6 recommend (or not) to have the faculty member continue on in the Permanent
7 Status process.

8 **APP.05** A Permanent Status Track faculty member who successfully completes the
9 Permanent Status evaluation process shall be granted an ongoing annual contract
10 at the conclusion of the process. He or she will be evaluated in the fourth year of
11 that contract under the same process as the first Post-Tenure review. A successful
12 evaluation will make the Permanent Status faculty member eligible for promotion
13 to Senior I Permanent Status Faculty with the same promotional responsibilities and
14 pay raise provisions as Tenure I. A subsequent review will take place four years
15 later, again, under the same terms and conditions as the second four-year Post-
16 Tenure Review. Again, a successful evaluation will make the Permanent Status
17 Faculty member eligible for promotion to Senior II Permanent Status Faculty with
18 the same promotional responsibilities and pay raise provisions as Tenure II.
19 Subsequent reviews will take place on the same six-year schedule as subsequent
20 post-tenure reviews.

21 **APP.06** RIF Units: Permanent Status faculty members shall be subject to the same
22 conditions for reduction-in-force as are tenured and tenure-track faculty members,
23 according to the RIF unit in which they are placed. At the time of this contract,
24 there is only one RIF unit with Permanent Status faculty, that being Cascadia's
25 English Language Program (ELP), which is its own RIF unit.