



# FACULTY COLLECTIVE BARGAINING AGREEMENT

Effective July 1, 2025 to June 30, 2028

Collective Bargaining Agreement between Cascadia College Board of Trustees, District 30, and  
Cascadia Community College Federation of Teachers, Local 6191

## PREAMBLE

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

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

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

<b>Article I.</b>	<b>DEFINITIONS</b>	<b>9</b>
1.01	Academic Year	9
1.02	Administrator	9
1.03	Bargaining Unit	9
1.04	Cohort	9
1.05	College	9
1.06	Day	9
1.07	Employer	9
1.08	Faculty	9
1.09	Faculty, Associate	9
1.10	Faculty, Candidate	9
1.11	Faculty, Founding	10
1.12	Faculty, Full-Time	10
1.13	Faculty, Permanent Status	10
1.14	Faculty, Temporary	10
1.15	Faculty, Tenured	10
1.16	Learner-centered Instruction	10
1.17	Other Professional Exempt Nonacademic Employees	10
1.18	Professional Conduct	11
<b>Article II.</b>	<b>BOARD RECOGNITION</b>	<b>11</b>
2.01	Exclusive Recognition	11
<b>Article III.</b>	<b>BARGAINING PROCEDURES</b>	<b>11</b>
3.01	Bargaining Team Representative	11
3.02	Meetings	11
3.03	Transmittal of Documents	12
3.04	Impasse - Mediation	12
3.05	Bargaining Notification	12
3.06	Negotiations during the Contract Term	12
3.07	Joint Contract Administration Committee	12
<b>Article IV.</b>	<b>RIGHTS OF MANAGEMENT</b>	<b>13</b>
<b>Article V.</b>	<b>CCCFT RIGHTS</b>	<b>13</b>
5.01	Recognition of Rights and Functions of the CCCFT	13
5.02	Copies of Agreement	13
5.03	Reassigned Time	13

5.04	Access to College Facilities and Resources	14
5.05	Communication	15
5.06	Information	15
5.07	Union Security Provision	15
5.08	Conferences and Meetings	16
5.09	New Employee Orientation	16
5.10	Notification of Change	16
<b>Article VI. EMPLOYEE RIGHTS</b>		<b>17</b>
6.01	Individual Rights	17
6.02	Ordinary Workday	17
6.03	Safety	17
6.04	Employee Lounge	17
6.05	Parking Fees	17
6.06	Access to Building and Equipment	18
6.07	Faculty Emeritus	18
6.08	Course Instructor Evaluations (CIEs)	18
6.09	Personnel Files	19
<b>Article VII. FULL-TIME FACULTY SELECTION</b>		<b>21</b>
7.01	Faculty Role in Hiring	21
7.02	Position Recommendations	21
7.03	Notification of Vacancies	21
<b>Article VIII. WORKLOAD AND FACULTY RESPONSIBILITIES</b>		<b>21</b>
8.01	Contract Year	21
8.02	Academic Calendar	22
8.03	General Faculty Responsibilities	22
8.04	Professional Technical Faculty Certification Requirements	24
8.05	Workload	24
8.06	Moonlight Assignments	29
8.07	Class Limits	29
8.08	Summer Employment	30
8.09	Full-time Faculty Modality Expectations	30
8.10	Reduced Workload	30
<b>Article IX. SALARIES AND BENEFITS</b>		<b>31</b>
9.01	Legislative Funding and Authorization	31

9.02	Salary Schedule – Newly Hired Full-Time Faculty	31
9.03	Salary Placement - Newly Hired Full-Time Faculty	32
9.04	Salary Advances	33
9.05	Tenured Faculty Promotions	33
9.06	Associate Faculty Salary	34
9.07	Additional Duties Compensation for Faculty	34
9.08	Benefits - Faculty	35
<b>Article X.</b>	<b>TENURE</b>	<b>36</b>
10.01	Authority to Grant Tenure	36
10.02	Purpose	36
10.03	Eligibility for Tenure	36
10.04	Tenure Review Committees: Purpose of the Committee and Selection of Membership	36
10.05	Tenure Review Committees: Duties and Responsibilities	37
10.06	Evaluation of the Candidate	38
10.07	Candidate Observations	39
10.08	Candidate Self Evaluations	40
10.09	Tenure Portfolio	41
10.10	Addressing Performance-related Concerns	43
10.11	Communication of Evaluation Results	43
10.12	Candidate Rights and Expectations of the Tenure Process	46
10.13	Committee Recommendation(s) and Board Decision(s) Regarding Tenure	47
<b>Article XI.</b>	<b>POST-TENURE REVIEW AND PROMOTION</b>	<b>48</b>
11.01	Purpose	48
11.02	Post-Tenure Review Timeline	48
11.03	Post-Tenure Review Scope and Criteria	48
11.04	Post-Tenure Review Team Composition and Selection	48
11.05	Post-Tenure Review Timeline	48
11.06	Post-Tenure Review Documentation	49
11.07	Procedures to Address an Unsatisfactory Recommendation	51
11.08	Tenured Faculty Promotional Criteria	52
11.09	Tenured Faculty Promotion	52
11.10	Promotional Periods	53
11.11	Records Disposition	54
<b>Article XII.</b>	<b>FULL-TIME FACULTY TEMPORARY</b>	<b>54</b>

12.01	Full-time Faculty Temporary _____	54
12.02	Full-Time Temporary Faculty Professional Development _____	54
12.03	Assessment of Full-Time Temporary Faculty _____	55
<b>Article XIII. ASSOCIATE FACULTY _____</b>		<b>55</b>
13.01	Associate Faculty _____	55
13.02	Associate Faculty Hiring Pool and Priority Hire Seniority List _____	57
13.03	Class Assignment based on Hiring Pools _____	58
13.04	Annual Contracts _____	60
13.05	Compensation _____	60
13.06	Classroom Workload Factors _____	61
13.07	Other _____	61
13.08	Academic Work by Administrators and other Professional Exempt Employees _____	62
<b>Article XIV. ASSOCIATE FACULTY EVALUATION _____</b>		<b>63</b>
14.01	Purpose _____	63
14.02	Evaluation Process and Documentation _____	63
14.03	Administrative Observation Process _____	65
14.04	Improvement Plan _____	66
14.05	Records Disposition _____	66
<b>Article XV. LEAVE PROVISIONS _____</b>		<b>67</b>
15.01	Absences and Leaves _____	67
15.02	Leave Accrual _____	67
15.03	Attendance Incentive _____	68
15.04	Notification and Use of Leave _____	68
15.05	Leave Deductions _____	68
15.06	Full-Time Faculty Leaves of Absence _____	69
15.07	Illness/Injury/Disability/Emergency/Bereavement/ Professional Leave _____	69
15.08	Transferability _____	70
15.09	Exhaustion of Benefits _____	70
15.10	Conditions for Paid Leave and Unpaid Leave _____	71
15.11	Substitutes _____	71
15.12	Family Medical Leave (FML) _____	71
15.13	Parental Leave _____	72
15.14	Medical Certification _____	72
15.15	Leave from Duties Due to Health-Related Issues _____	73

15.16	Shared Leave _____	73
15.17	Chemical Dependency Illness _____	74
15.18	Leave from Duties Due to Court Summons _____	74
15.19	Military Leave _____	74
15.20	Personal Leave _____	75
15.21	Unpaid Holidays for a Reason of Faith or Conscience _____	75
15.22	Reimbursed Expense Leave _____	75
15.23	Sabbatical Leave _____	75
15.24	Special Leave Considerations _____	78
<b>Article XVI. PROFESSIONAL DEVELOPMENT PROVISIONS _____</b>		<b>78</b>
16.01	Statement of Principle _____	78
16.02	Faculty In-Service Training Provisions _____	78
16.03	Professional Development Outcomes _____	78
16.04	Full-Time Faculty Funding _____	79
16.05	Associate Faculty Funding _____	79
16.06	Appropriate Use of Funds _____	79
<b>Article XVII. INTELLECTUAL PROPERTY RIGHTS _____</b>		<b>79</b>
17.01	Ownership Rights _____	79
17.02	Copyright Registration _____	80
17.03	Royalty Distribution _____	80
17.04	Resolution of Ownership and Royalty Distribution Conflicts _____	81
17.05	Role of the CCCFT _____	81
17.06	Use of Copyrighted Instructional Materials _____	81
<b>Article XVIII. DISCIPLINE _____</b>		<b>81</b>
18.01	General Framework for Faculty Discipline _____	81
18.02	Reference to Prior Disciplinary Action _____	82
18.03	Anonymous Complaints _____	82
18.04	Faculty Rights _____	82
18.05	Progressive Discipline Process _____	83
18.06	Administrative Leave during investigation _____	85
18.07	Additional instances of just cause _____	85
18.08	Investigatory Process and Disciplinary Meetings _____	85
18.09	Dismissal Process _____	87
18.10	Records _____	90

<b>Article XIX.</b>	<b>SEPARATION AND RETIREMENT</b>	<b>90</b>
19.01	Separation/Resignation	90
19.02	Retirement	91
<b>Article XX.</b>	<b>GRIEVANCE PROCEDURE</b>	<b>92</b>
20.01	Definition of a Grievance	92
20.02	Consolidation of Grievances	92
20.03	Timelines and Conferences	92
20.04	Resolution of Grievance	93
20.05	Jurisdiction of Arbitrator	95
20.06	Protection of Participants in Procedure	96
20.07	Maintenance and Records	96
<b>Article XXI.</b>	<b>REDUCTION-IN-FORCE</b>	<b>96</b>
21.01	Grounds for Reduction-in-Force (RIF)	96
21.02	Order of Reduction within each Unit	97
21.03	Seniority	97
21.04	RIF Units	97
21.05	Implementation Process	99
21.06	Effective Reduction-in-Force (RIF) Date	101
21.07	Recall Rights of Reduction-in-Force for Full-time Faculty Members	101
21.08	Tenure Refusal Excluded	102
<b>Article XXII.</b>	<b>NO STRIKE/NO LOCK OUT</b>	<b>103</b>
<b>Article XXIII.</b>	<b>SAVINGS CLAUSE</b>	<b>103</b>
<b>Article XXIV.</b>	<b>DURATION OF THE AGREEMENT</b>	<b>103</b>
<b>APPENDIX A:</b>	<b>Permanent Status and Permanent Status Track Faculty</b>	<b>104</b>
APP.01	Scope of Appendix	104
APP.02	Definition	104
APP.03	Purpose	104
APP.04	Permanent Status Faculty Evaluation Process	104
APP.05	Post Permanent Status Review	105
APP.06	RIF Units	105
<b>APPENDIX B:</b>	<b>Adjunct Faculty Pay Schedule as of July 1, 2025</b>	<b>106</b>

## Article I. 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 their assignments, and has responsibilities to hire, dismiss, or discipline other employees.

### **1.03 Bargaining Unit**

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

### **1.04 Cohort**

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

### **1.05 College**

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

### **1.06 Day**

Calendar days unless otherwise stated.

### **1.07 Employer**

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

### **1.08 Faculty**

Academic employee(s) who teach under the provisions of the CBA and not as a contracted component of their exempt role.

### **1.09 Faculty, Associate**

Faculty employed on a quarter-to-quarter basis, also known as Adjunct Faculty.

### **1.10 Faculty, Candidate**

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

### **1.11 Faculty, Founding**

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

### **1.12 Faculty, Full-Time**

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

### **1.13 Faculty, Permanent Status**

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

### **1.14 Faculty, Temporary**

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

### **1.15 Faculty, Tenured**

Full-Time Faculty who has been appointed to tenure status by the Board of Trustees.

For the purposes of external communication, including Cascadia's public website, for business cards (or their equivalent), for publication purposes, for CVs, etc., the following titles will apply:

- Fulltime tenure-track faculty = Assistant Professor
- Fulltime tenured faculty = Associate Professor
- Senior tenured faculty = Professor
- Probationary Associate Faculty = Adjunct Assistant Professor
- Full Associate Faculty = Adjunct Associate Professor
- Priority Hire Associate Faculty = Adjunct Professor

### **1.16 Learner-centered Instruction**

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

### **1.17 Other Professional Exempt Nonacademic Employees**

Professional exempt employees other than administrators and academic employees.

**1.18 Professional Conduct**

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

**Article II. BOARD RECOGNITION**

**2.01 Exclusive Recognition**

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

**Article III. BARGAINING PROCEDURES**

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

**3.01 Bargaining Team Representative**

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

**3.02 Meetings**

**3.02.01 Scheduling**

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

**3.02.02 Bargaining Team Composition**

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

**3.02.03 Notification of Additional Attendees**

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

3.02.04 **Meeting Location**

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

3.02.05 **Meeting Protocol**

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

3.02.06 **Caucuses**

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

3.02.07 **Termination of Meetings**

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

3.02.08 **Cancellation of Meetings**

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

**3.03 Transmittal of Documents**

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

**3.04 Impasse - Mediation**

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

**3.05 Bargaining Notification**

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

**3.06 Negotiations during the Contract Term**

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

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

**3.07 Joint Contract Administration Committee**

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

## Article IV. RIGHTS OF MANAGEMENT

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

## Article V. CCCFT RIGHTS

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

#### **5.01.01 Rights of Faculty in the CCCFT**

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

#### **5.01.02 CCCFT Representative to the Board of Trustees**

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

### **5.02 Copies of Agreement**

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

### **5.03 Reassigned Time**

5.03.01 **CCCFT President**

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

5.03.02 **CCCFT Members**

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

**5.04 Access to College Facilities and Resources**

5.04.01 **General Guidelines for CCCFT Use of State Resources**

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

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

5.04.02 **Meeting Rooms**

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

5.04.03 **Use of Equipment**

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

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

5.04.04 **Authorized Time**

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

require the faculty to find a different meeting time for such activities based on the interest of the College.

## **5.05 Communication**

### **5.05.01 Posting of CCCFT Notices**

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

### **5.05.02 Communication via Campus Mail or Email**

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

### **5.05.03 Communication via Campus Phone**

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

## **5.06 Information**

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

### **5.06.01 Financial Reports**

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

### **5.06.02 List of Cascadia Faculty Members**

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

## **5.07 Union Security Provision**

### **5.07.01 Payroll Deduction**

Upon the first day of employment, all faculty, both Full-Time and Associate, except those teaching only in Continuing Education, shall have the opportunity to become members of the CCCFT. The College shall provide payroll deduction of CCCFT membership dues. All faculty

members shall, concurrent with the submission of their employment contract, supply the College with a written authorization to deduct CCCFT membership dues from each paycheck.

Authorizations in effect prior to the effective date of this Agreement shall be carried forward. Deductions shall be directly deposited each pay period (semi- monthly) to the CCCFT account at the financial institution stipulated by the CCCFT Treasurer.

#### 5.07.02 **Non-Association**

If a faculty member asserts a right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such faculty is a member, the College shall deduct an amount of money equivalent to the periodic dues uniformly required as a condition of acquiring and retaining membership in the CCCFT and remit the funds to the CCCFT.

It shall then be the CCCFT's responsibility to forward the contribution to a charitable organization and to provide the employee with proof of same. The charity shall be agreed upon by the faculty member and the CCCFT in accordance with RCW 28B.52.045. If the faculty member and the CCCFT cannot reach agreement on the matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

#### 5.07.03 **Indemnification**

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

### 5.08 **Conferences and Meetings**

Provided there is no disruption to the normal operations of the College and no additional costs are incurred by the College, CCCFT representatives may attend legislative and State Board for Community and Technical Colleges' (SBCTC) meetings on behalf of the College. The employee shall receive prior approval from the appropriate Dean for Student Learning to attend such meetings and shall suffer no loss in pay related to such participation.

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

### 5.09 **New Employee Orientation**

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

### 5.10 **Notification of Change**

Proposed changes related to wages, hours and other terms and conditions of employment shall be bargained. The CCCFT shall receive notification in the event there are new Board Policies

proposed or changes in Board Policies that impact wages, hours or other terms and conditions of employment for employees covered by this agreement. The College shall provide the CCCFT a reasonable opportunity to communicate to the College President on behalf of the faculty regarding the Board Policy being considered before the change is formally adopted. This section shall not be construed to diminish or alter the rights of the Board to implement any changes consistent with the terms of this Agreement.

## Article VI. EMPLOYEE RIGHTS

### 6.01 Individual Rights

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

### 6.02 Ordinary Workday

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

### 6.03 Safety

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

### 6.04 Employee Lounge

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

### 6.05 Parking Fees

#### 6.05.01 Annual Parking Permits

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

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

- Three (3) Day Annual Parking Permit – Two hundred ninety-one dollars (\$291) less than the student public rate.
- Two (2) Day Annual Parking Permit – Two hundred seven dollars (\$207) less than the student public rate.
- Carpool Permit rates shall be forty dollars (\$40) per quarter.

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

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

## 6.06 Access to Building and Equipment

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

## 6.07 Faculty Emeritus

After an application for emeritus status has been received by the College, and upon recommendation of the faculty and the President, the Board of Trustees may award the title *Faculty Emeritus* to any full-time, tenured Faculty member who has officially retired from the college under any of the retirement options open to faculty. *Emeritus* faculty may be hired as part-time employees with the college without affecting their *emeritus* status.

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

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

Faculty Emeritus, by their consent, will be listed as emeritus in the college catalog until such time as they request not to be listed or until deceased.

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

## 6.08 Course Instructor Evaluations (CIEs)

The CIEs shall provide information for faculty assessment as per the Tenure, Tenured Faculty

Assessment, or Associate Faculty Assessment Articles as appropriate. They also provide meaningful feedback for faculty to improve curriculum and teaching. The College reserves the right to request the administration of a CIE for assessment purposes.

#### 6.08.01 **Administration of Course Instructor Evaluations (CIEs)**

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

#### 6.08.02 **CIE Results**

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

#### 6.08.03 **Usage of CIEs**

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

#### 6.08.04 **CIE Revisions**

The CIEs will not be changed, unless agreed to by the CCCFT and the College. CCCFT authorizes the Cascadia Assessment Committee to make revisions as deemed necessary by the Assessment Committee to the CIEs; agreement among Assessment Committee members as to those changes represents agreement on the part of CCCFT to those changes. The current form and form history shall be maintained by the Senior Academic Officer. Individual faculty in the tenure process and/or faculty on an improvement plan may choose to keep the same CIE version throughout the process.

### 6.09 **Personnel Files**

#### 6.09.01 **Personnel File**

The official personnel file is one which contains official records and documents pertaining to a current or past employee. The personnel file is the property of the college and used for its administrative purposes. Only one (1) personnel file for each faculty member shall be maintained by the college. The faculty member's personnel file shall be located in the college's Office of Human Resources. The materials contained in the file will include records pertaining to employment, payroll, performance, training and development, benefits, separations, wage/salary administration, and employee relations.

#### 6.09.02 **Confidentiality**

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

other uses as required by law.

6.09.03 **Allowable Access**

Faculty members, or their designee, shall have access to all material in their personnel files during normal business hours. Designees shall be appointed for a fixed period of time. Said appointment shall be in writing and provided to the Office of Human Resources, to be kept in the personnel file. Consistent with applicable statutory and legal requirements, only bona fide representatives of the College and the faculty member shall have access to the faculty member's personnel file.

6.09.04 **Notification and Documentation of Access**

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

6.09.05 **Additions to the Personnel File**

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

6.09.06 **Exclusion of Anonymous Content**

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

6.09.07 **Removal of Materials**

Material may be removed from the file at any time upon mutual agreement of the faculty member and the college. Materials established by the college to be factually in error will be removed immediately. Materials that are governed by the state record retention rules shall remain in the file in accordance with timelines.

6.09.08 **Copies of Non-Confidential Materials**

Upon a two (2) workday notice and payment of actual costs, copies of non- confidential material in personnel files shall be provided to the faculty member. Confidential materials that would not be available to copy include materials from other colleges and places of employment marked "confidential." Employers' and/or personal references may be considered confidential.

6.09.09 **Separation of Grievance Documentation and Personnel Files**

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

6.09.10 **Exclusion of Materials**

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

## Article VII. FULL-TIME FACULTY SELECTION

### 7.01 Faculty Role in Hiring

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

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

### 7.02 Position Recommendations

The Senior Academic Officer shall develop a Full-Time Faculty staffing proposal in consultation with the Faculty Council.

### 7.03 Notification of Vacancies

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

## Article VIII. WORKLOAD AND FACULTY RESPONSIBILITIES

### 8.01 Contract Year

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

- One hundred and fifty-six to one hundred fifty-eight (156 - 158) instructional days (including assessment and attendance at graduation)
- Two to four (2 - 4) non-instructional days on which institutional meetings may be scheduled.
- Three to four (3 - 4) on campus pre-fall activities:

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

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

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

Faculty planning days are generally to be used to prepare for classes. At their discretion, faculty may include participation in discipline meetings, planning for learning communities, and development of assessment tools. If a faculty wishes to conduct their faculty planning days off campus, they shall notify the appropriate Dean for Student Learning or designee. The Dean for Student Learning may require the presence of faculty on campus based on the interest of the institution.

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

## **8.02 Academic Calendar**

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

## **8.03 General Faculty Responsibilities**

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

### **8.03.01 Division Chair Responsibilities**

Division Chairs serve as representatives of all academic employees in their Division Area and assist the administration with the operation of the Area with the understanding that the functions of the Division Chair are advisory in nature and that nothing in this section shall confer or imply administrative authority to such employees. A general Division Chair position description outlining scope and broad responsibilities shall be posted and maintained by the Student Learning office. The Division Chair model is currently used by five (5) Division Areas: Math, English, Natural Science, Social Science, and Humanities. New Divisions, and consequently new Division Chairs, may be added by agreement of the Senior Academic Officer and faculty in curriculum areas not currently represented by a Division Chair.

The Division Chair model does not preclude the use of a different model by other curriculum areas in the college not employing the Division Chair model. A Program Lead model (see [Article 8.03.05](#)) is one current alternative, although other models may be employed by agreement of the Senior Academic Officer and faculty in the relevant curriculum area.

The Division Chair position carries with it a 1/3<sup>rd</sup> re-assign time for each quarter during which a faculty member serves as Division Chair.

Faculty in the Division Area shall have the opportunity to participate in the selection of and/or

make a recommendation to the Senior Academic Officer to relieve the chair of duties. The term of office shall be three years. Good-faith efforts will be made to stagger the selection of Division Chairs. A mutually agreed-upon election schedule shall be developed by the Deans Office and full-time faculty in the Division Area. Division Chairs may also be relieved of duties by the Senior Academic Officer for cause, in accordance with provisions of Article 18 in the CBA. If a vacancy occurs, another Division Chair shall be selected for the remainder of the term.

#### 8.03.02 **Selection Process**

When a Division Chair position becomes vacant, the Dean, in consultation with faculty in the Division Area and the Senior Academic Officer, will develop a timeline for conducting the contractual process for appointing a replacement.

- Nominations for Full-Time Faculty Members within the Division Area are submitted to the Deans for Student Learning.
- Each nominee will verify a willingness to serve and fill out an application form. Any nominee that is unwilling to serve will be removed from the list of candidates.
- A list of willing candidates is posted by an established date. And then a second call for candidates is made.
- New nominations must be submitted, verified, and have a completed application form by the established date.
- A total list of candidates is then posted, along with their application forms, and ballots distributed to the Division Area faculty in such a way that voting can be conducted confidentially. The voting process shall be verified by the faculty union.
- Voting is by "approval voting." Each faculty member indicates whether they approve or disapprove of each candidate.
- All candidates with more than 50 percent approval results of votes cast will be submitted to the Senior Academic Officer. Selection will occur per the process described below.

#### 8.03.03 **Selection of Division Chairs by Senior Academic Officer**

If the Division Area submits one or more names for consideration, the Senior Academic Officer shall inform the Division Area of their decision to select from among the candidates or not within a week. If the Senior Academic Officer chooses to select a Division Chair from among the names submitted, they will make a selection within ten days after notification and inform faculty in the Division Area of the choice. If the Division Area fails to submit a name for consideration, or Senior Academic Officer wants more options, the appropriate Dean for Student Learning will take up the duties of the Chair for the area for a defined period of time.

#### 8.03.04 **Maintenance of Voting Records**

Records of voting shall be kept by Deans Office for a minimum of two (2) years from date of the vote count.

#### 8.03.05 **Description of Program Leads**

Program Leads provide leadership and coordination to ensure continuity and success of the

designated academic program with the understanding that Program Leads work in collaboration with the Dean and that nothing in this section shall confer or imply administrative authority to such employees. The duties of Program Leads may vary according to the needs of the program and may include but are not limited to: program design, assessment, technology integration, curriculum development, and maintaining professional relationships with advisory committees. Specific duties of a Program Lead will be mutually agreed upon by the Senior Academic Officer and the Program Lead.

The term of a Program Lead is one year; the Program Lead position provides for a 5- credit re-assign time for each year during which a faculty member serves as Program Lead, for focused work during the quarter in which the re-assign is given. The particular quarter for the 5-credit re-assign will be determined in consultation between the Program Lead and the appropriate Dean. The Program Lead model is currently used by three (3) programs: Environmental Technologies and Sustainable Practices, Web Application Programming, and Network Infrastructure Technology. New Program Leads may be added by agreement of the Senior Academic Officer and faculty in program areas.

The Program Lead model does not preclude the use of a different model by other curriculum areas in the college not employing the Program Lead model. A Division Chair model (see Article 8.03.01) is one current alternative, although other models may be employed by agreement of the Senior Academic Officer and faculty in the relevant curriculum area. Faculty in the Program Area shall have the opportunity to participate in the selection of the Program Lead in their respective Areas.

Program Leads may be relieved of duties by the Senior Academic Officer for cause, in accordance with provisions of Article 18 in the CBA. If a vacancy occurs, another Program Lead shall be selected for the remainder of the term.

## **8.04 Professional Technical Faculty Certification Requirements**

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

## **8.05 Workload**

### **8.05.01 Professional Workweek**

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

### **8.05.02 Teaching Assignment**

#### **Assignment of Individual Load**

Based on the annual and quarterly student-centered schedule, faculty shall choose their class assignments in consultation with, and subject to approval by, the appropriate Dean for Student Learning or Designee. Where possible, the faculty member's class assignment preferences will be honored by the Dean for Student Learning or Designee. Individual class assignments shall generally be made so that not more than seven (7) hours per day shall elapse between the beginning of the first class and the end of the last class taught by any academic employee. These hours may be extended if:

- an extension of this time span is necessary to provide a particular academic employee with full assignment, requested by the employee, or
- the academic employee is being compensated for more than one hundred percent (100%) assignments.
- In an effort to broaden availability to a wider range of students, and to provide institutional and collegial support, all Full-Time Faculty are encouraged to teach at least one (1) class per year in the early morning, evening, or via a modality that provides access for students and colleagues during such times.

#### 8.05.03 **Office Hours**

Faculty shall be available to students for a minimum of 1 hour per week per course, (maximum required total: 4 hours) at times and in modalities accessible to students. Faculty should identify at least 50% of their availability as a set, scheduled time for synchronous communication with students; faculty shall indicate schedules and modalities for that time in their syllabi. Options for the remaining availability may include (but are not limited to) hours "by appointment," email, and/or phone. Faculty shall submit information at the beginning of each quarter to the Student Learning Office about their regular availability to consult with students, including their chosen options for synchronous communication with students. Full Time Faculty shall also post class schedule and office hours on their office door.

Once office hours are submitted for any given quarter, faculty may reschedule office hours when appropriate. If changes are to be permanent, faculty will notify the Student Learning Office as per the procedures of this Article.

#### 8.05.04 **General Assignment**

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

The workload percentages identified below in each of the three areas are standard expected workload percentage for full-time tenured faculty. Exceptions to these standard percentages can be approved by the appropriate Dean or VPSL.

##### **Area 1 – Teaching, Learning, and Assessment – 80%**

- Develop, prepare and teach courses, including LMS design and use appropriate to course modality
- Develop and make course assessment/revisions

- Develop courses/curriculum
- Develop syllabi in accordance with college policies and post them to the designated area by the specified day/time
- Coordinate the administrative tasks associated with classes
- Coordinate interdisciplinary teaching and student experiences
- Participate in assessment of student learning activities as guided by the Assessment Committee
- Collaborate with Student Accessibility Services and students to support student accommodations
- Other related activities

**Area 2 – Service to the Institution – 15%**

- Serve on a minimum of one college committee, council or task force
- Participate in discipline related activities: curriculum development, committees, division/discipline meetings, recruitment, hiring, textbook ordering, COG reviews and revision, peer observations
- Participate in college wide initiatives (e.g., Accreditation, Guided Pathways) and non-instructional day activities
- Participate in academic, Career, and Student Organization advisement
- Conduct college- initiated service to the external community
- Develop new academic programs
- Prepare professional development plan for professional technical faculty as prescribed by [WAC 131-16-070](#) and [WAC 131-16-094](#).
- Peer mentorship and support.
- Other related activities.

**Area 3 – Professional development – 5%**

- Attend professional conferences
- Participate in college or TLA sponsored PD
- Conduct writing/research tied to faculty member’s discipline
- Develop a Tenure Portfolio
- Engage in independent study including courses or research to stay current in one’s discipline
- Participate in community engagement activities not initiated by Cascadia
- Engage in professional development with communities and/or organizations external to Cascadia
- Other related activities

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

**8.05.05 Off-Campus Activities**

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

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

#### 8.05.06 **Workload Options**

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

#### 8.05.07 **Workload Percentage Distribution System**

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

- A. Teaching, Learning and Assessment Workload
- B. Service to the Institution
- C. Professional Development

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

##### **First year candidates' workload percentages will be:**

- Teaching, Learning & Assessment: Ninety percent (90%)
- Other: Ten percent (10%),

##### **Second year candidates' workload percentages:**

- Teaching, Learning & Assessment: Ninety percent (90%)
- Other: Ten percent (10%)

##### **Third year candidates' workload percentages:**

- Teaching, Learning & Assessment: Eighty-five percent (85%)
- Other: Fifteen percent (15%)

##### **Tenured faculty workload percentages:**

- Teaching, Learning & Assessment: Eighty percent (80%),
- Service to the Institution: Fifteen percent (15%)
- Professional Development: Five percent (5%)

#### 8.05.08 **Classroom Workload Factors**

All full-time faculty members shall have their percent of full-time load based on their faculty instructional contact hours. For the purpose of workload calculation, a contact hour equals a

credit hour. A Fulltime Faculty load shall be 45 credits per year. The contact hours shall be based on the contact hours identified in the Course Outcomes Guide. For Associate Faculty, the workload factors in Article 13 apply.

8.05.09 **Internships, Service Learning, and Independent Study**

For individual students seeking internship or service-learning credit, a faculty member may serve as their instructor of record for up to twelve (12) such credits per quarter for internships and five (5) such credits per quarter for service learning. Exceptions to the limits will be subject to approval by the appropriate Dean for Student Learning. The instructor of record shall be compensated at one hundred twenty dollars (\$120) per credit per student once the instructor has submitted the students' grades.

For individual students seeking independent study, a faculty member may serve as their instructor of record for up to five (5) credits per quarter. Exceptions to the limits will be subject to approval by the appropriate Dean for Student Learning. The instructor of record shall be compensated at one hundred twenty dollars (\$120) per credit per student once the instructor has submitted the students' grades.

8.05.10 **Clustered Classes**

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

8.05.11 **Reassigned Time**

If a Full-Time Faculty member receives reassigned time, it will be based on the equivalent percent of full-time load designated for lecture credits for that amount of reassigned time (e.g., .333 is equal to five (5) credits; .200 is equal to three (3) credits). The above rates are based on a standard eleven (11) week quarter. In advance of the assignment, the College will provide an agreement approved by the senior academic officer or designee outlining specific reassigned time duties and deliverables to the appropriate faculty member and subject to approval by the CCCFT. If a faculty member has been given duties that will last for more than one year (a "multi-year reassignment"), those duties are subject to annual review and revision. The specific duties and deliverables for the upcoming year will be re-evaluated and potentially adjusted at the end of each academic year.

In some cases, the reassignment is a permanent condition of that position's faculty workload, such as a 50% teaching load and 50% service component.

8.05.12 **Agreements for similar reassignments**

In most cases, workload (duties and deliverables) for reassignments will be determined on a case-by-case basis. For situations where multiple faculty members hold similar reassignments (i.e. division chairs), a standardized agreement can be used.

8.05.13 **Reassignment non-renewals**

If a multi-year reassignment is going to end and not be continued (a "non-renewal"), this decision will be made after the annual review process. Once the decision to not renew is made, the College will clearly communicate this to the faculty member, whose reassignment is ending.

8.05.14 **Class Dismissal**

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

8.05.15 **Payment for Contact Hours in Excess of Fulltime Faculty Load**

Any annual contact hours over the one hundred percent (100%) full-time load shall be compensated under the Associate Faculty salary schedule at the Full Associate rate in accordance with Article 9.06.

**8.06 Moonlight Assignments**

Full-Time Tenured and Tenure-Track Faculty members may teach up to sixty-nine (69) credits annually including any moonlight assignment(s) and excluding summer quarter. The Senior Academic Officer must approve any quarterly credit load in excess of twenty- three (23) credits. Total credit calculations shall be inclusive of Article 8.05.11, Reassigned Time. Moonlight assignments are not part of the contractual annual workload, and are compensated separately under the Associate Faculty salary schedule at the Full Associate Rate. Full-Time Faculty will be given the opportunity to teach a moonlight assignment after all full-time faculty loads are determined and after classes have been assigned to fulfill any Priority Hire annual contracts. If a Full Time Faculty’s moonlight is cancelled, the Full-Time Faculty member will not have bumping rights over an Associate Faculty member. If a class that counts towards a Full Time Faculty member’s contractual load is cancelled, their scheduled moonlight will be used to fill in the contractual load.

**8.07 Class Limits**

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

Descriptor	Course Capacity
Directed interactive learning courses (lecture)	33
Non-lab science and art classes, language classes, Math below 100, CCF	30
Public Speaking (CMST& 220 and CMST&101)	28
Laboratory Courses including art and drama lab classes, DRMA151/152/153, Creative Writing (ENG 271, 274, 277, 279), English 102 and below, English 235	24

Learning communities (10 Credit)	48
Learning Communities (15 Credit)	72

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

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

**8.08 Summer Employment**

All summer session (including Pre-Fall) 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 (including Pre-Fall) only. Full-Time Faculty will have the first option, up to a total of three classes (typically 15 credits), to choose summer session courses prior to Associate Faculty. After choosing three classes, a Full-Time faculty must wait until all Associate Faculty make their choices before choosing another class. Should a Full-Time faculty member’s class be cancelled, they may not “bump” an Associate Faculty’s class.

**8.09 Full-time Faculty Modality Expectations**

The annual and quarterly class schedules are developed by deans, division chairs, and coordinators/leads in collaboration with advising and enrollment services. Schedules, including time of day and modality of classes, are based on anticipated student and program needs. After the schedule is built, the schedule is staffed, starting with FTF.

Modality definitions (for the purposes of this contract):

- Web-enhanced (in-person): Web-enhanced sections are scheduled to meet physically in person, face-to-face, for all of their scheduled contact hours, while using a learning management system such as Canvas, or other web-based tools, to supplement and enhance in-person learning.
- Hybrid: Hybrid sections blend physically in-person class time with online learning. Hybrid sections are scheduled to meet physically in-person for a minimum of 50% of their weekly contact hours. A class scheduled to meet physically in-person for less than 50% is considered an online class.
- Online: Online sections have 51%-100% of the instruction taking place online, with no scheduled physically in-person class meetings.

A Full-Time Faculty member will be limited to no more than two (2) online classes per quarter as part of their regular full-time workload. Any exceptions to that requirement must be approved by the appropriate Dean for Student Learning or the VPSL. Additional online classes may be added above the regular full-time workload as a moonlight assignment in accordance with section 8.06.

**8.10 Reduced Workload**

The College and CCCFT share an interest in offering employment options to long-term full-time faculty as a means to retain the “institutional memory” of those faculty while at the same time providing financial, organization, and personal options that foster work-life balance as a full-time faculty’s career winds down.

8.10.01 **Procedure for Reduced Workload:**

The full-time faculty makes a written request that is accepted by the College to reduce their full-time teaching load by an agreed-upon number of credits per quarter, on a quarter-by-quarter or annual basis, but keeps all their non-teaching duties.

**Examples of Reduced Workload:**

So, for instance, it would be agreed in writing between the College and the faculty member that their annual full-time load be reduced by one 5-credit class per quarter, for a total of 6 classes (typically 30 credits) for the year.

In this case, the faculty would be teaching 2/3rds of the 80% of their workload that is Teaching, Learning, and Assessment. Their salary, in this case, would be 72.8% of their full-time salary.  $((.66 \times 80\%) + 20\%)$

In the case where a faculty member teaches classes that are greater or fewer than 5 credits, the percentage salary decrease will be figured on a full-load of 15 credits per quarter, (keeping in mind that for our CBA, credit hours equal contact hours.). So, for example, if a faculty member reduces their quarterly load by one 5-credit class but is teaching a 6-credit lab class (with 8 contact hours) and a 5-credit lecture class (with 5 contact hours); they would be at 79%.  $((13/15 \times 80\%) + 20\%)$ .

The minimum number of yearly credits that a full-faculty can reduce their load to is 22.5.

The reduced workload period is not to exceed 2 academic years, from the start of the first reduction in workload option. All relevant provisions of the CBA pertain to the faculty during the reduced workload period.

## Article IX. SALARIES AND BENEFITS

### 9.01 **Legislative Funding and Authorization**

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

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

Upon ratification of this contract, the initial base salary placement schedule for a Full-Time Tenure Track or Temporary Full-Time Faculty position shall range from seventy-six thousand four hundred twenty-five dollars and 43 cents (\$76,425.43)) salary placement shall be determined in accordance with *Article 9.03*. The total salary allocation for the initial placement shall not exceed the maximum of the salary range.

## 9.03 Salary Placement - Newly Hired Full-Time Faculty

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

### 9.03.01 Minimum Salary

Newly hired Full-Time Faculty shall be initially placed at seventy-six thousand four hundred twenty-five dollars and 43 cents (\$76,425.43.) Final salary placement shall be increased from that minimum according to the following criteria:

### 9.03.02 Instruction/Relevant Work Experience

A maximum of three (3) years of instructional and/or relevant work experience combined shall be considered under *Articles 9.03.03* and *9.03.04* below. No more than one (1) year of teaching/work experience credit will be given for experience gained within an academic year. Credit will be given for less than one full year of experience on a pro-rata basis. In order to receive credit, faculty will be required to provide employer documented verification of all teaching/work experience within sixty (60) days from the date of the confirmation of employment letter sent by the Office of Human Resources.

### 9.03.03 Instructional Experience

A maximum of three (3) years instructional experience shall be considered under this category. One thousand dollars (\$1,000) shall be given for each year of eligible service. In circumstances where less than a full year of experience is documented, credit will be given on a pro-rata basis. Full-time post-secondary and secondary education experience will be accepted on a year-for-year basis. Part-time post-secondary and secondary education experience will be accepted on a pro-rata basis. No more than one (1) year of teaching experience (forty-five, (45) quarter credits or its equivalent) will be given for an academic year including summer. An academic year shall include summer, fall, winter, and spring quarters.

### 9.03.04 Non-Instructional Employment Experience

A maximum credit of three (3) years of non-academic experience shall be considered under this category. Previous non-academic experience directly related to the primary assignment and which was earned within the last eight (8) years will be credited on a year-for-year basis (one thousand dollars (\$1,000) for each year), credit will be given on a pro-rata basis.

### 9.03.05 Advanced Degree

Newly-hired, Full-Time Faculty possessing a Doctoral degree, MFA, or equivalent terminal degree from a regionally accredited college, in an area that supports the College's curriculum shall receive an additional two thousand dollars (\$2,000) in annual salary for a maximum of one qualifying terminal degree. Faculty will be required to provide official transcripts verifying all educational credentials prior to the completion of the salary placement process.

### 9.03.06 Competitive Option

Additional funds may be allocated in order to more closely match the base salary of the newly hired, Full-Time Faculty with the salary of a comparable position at the faculty member's

current, regionally accredited academic institution or current industry employer. It is the College's intent to restrict use of the competitive option to situations where doing so is required to fill a faculty position with a qualified candidate.

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

## **9.04 Salary Advances**

### **9.04.01 Tenure Promotion**

Upon attainment of tenure, faculty will receive an increase of three thousand three hundred thirty-three dollars (\$3,330), starting with the first academic quarter after tenure is granted (excluding summer).

### **9.04.02 Additional Degree**

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

### **9.04.03 Cost of Living Increases**

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

For the period of this contract, when the state legislature allocates funds to the College for COLA increases, the College agrees to disburse those funds using a model in which the percentage increase approved by the Legislature is applied across-the-board to all fulltime salaries and the same percentage increase is applied to all per-credit salary levels on the Associate Faculty salary schedule.

## **9.05 Tenured Faculty Promotions**

### **9.05.01 Promotional Levels**

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

Upon attainment of Senior I Tenured Faculty (aka Professor) status, the faculty member's base salary shall be increased two thousand five hundred and eighty dollars (\$2,580), starting with the first academic quarter after Senior I is granted (excluding summer).

Upon attainment of Senior II Tenured Faculty status, the faculty member's base salary shall be increased two thousand five hundred and eighty dollars (\$2,580), starting with the first academic quarter after Senior II is granted (excluding summer).

#### 9.05.02 **Cascadia College Commitment Salary Adjustment**

After each successful five-year review following attainment of Senior II Tenured Faculty status, (a review for which the faculty member has received at least a "satisfactory" rating) the faculty member's base salary shall be increased by two thousand one hundred dollars (\$2,100), starting the first academic quarter after the successful review (excluding summer).

### 9.06 **Associate Faculty Salary**

Associate Faculty shall be compensated on a per weekly contact hour basis according to the schedule in Appendix B and adjusted as per Article 9.04.03.

Fulltime Faculty teaching moonlight courses will be compensated at the Full Associate rate. Associate faculty serving as instructors of record for stand-alone service-learning courses shall be compensated in accordance with Article 8.05.09.

### 9.07 **Additional Duties Compensation for Faculty**

#### 9.07.01 **Pre-approval for Additional Duties for Faculty**

Faculty may receive additional compensation for additional duties. Additional duties must be approved in advance by the Senior Academic Officer or designee in accordance with the Workload Article 8.05. The Senior Academic Officer can determine, offer and approve additional work by mutual agreement with the faculty member. In the event the faculty member does not believe the hours allocated to complete the work will reflect the actual workload, the faculty member may decline the assignment request or request a meeting with the CCCFT representative and the Senior Academic Officer or designee to discuss the anticipated workload associated with the assignment.

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

Full-time faculty may be compensated at the current hourly rate for performing additional duties provided the additional duties are beyond the workload as agreed to per the Workload Article and have been pre-approved by the Senior Academic Officer or designee. The hourly rate shall be sixty dollars (\$60.00) per hour. Alternatively, the Senior Academic Officer or designee may pay a flat rate stipend for extra duties when deemed appropriate by the parties involved. The rate for this stipend may be on a one-time, quarterly, or annual basis. The rate for the stipend will be mutually agreed upon by the College and CCCFT. In principle, it shall not be less than a reasonable estimate of the hours required to do the work times the extra duties pay rate.

#### 9.07.03 **Associate Faculty Compensation for Additional Duties**

Associate Faculty shall receive compensation for additional academic duties such as curriculum development, program review or activities typically associated with a product as pre-approved by the Senior Academic Officer or designee and shall be compensated at the same rate as full-time faculty. Alternatively, the Senior Academic Officer or designee may pay a flat rate stipend for extra duties when deemed appropriate by the parties involved. The rate for this stipend may

be on a one-time, quarterly, or annual basis. The rate for the stipend will be mutually agreed-upon by the College and CCCFT. In principle, it shall not be less than a reasonable estimate of the hours required to do the work times the extra duties pay rate.

For certain professional development opportunities and meetings, outside of Division meetings as specified in Article 13.07.08, such as discipline meetings and other meetings associated with college operations, the Senior Academic Officer may pay a stipend in lieu of the additional duties rate.

9.07.04 **Professional Development Rates**

Professional development rates are an important tool to encourage and compensate Associate Faculty to attend professional development activities. Because the time involved is devoted to improving skills, and not completing specific tasks, Associate Faculty are paid a stipend rather than the hourly additional duties rate. Additionally, to account for Associate Faculty traveling to or remaining on campus for events outside of their regular teaching hours, the first 1.5 hour of the stipend rate are higher. The following chart sets the current Professional Development rates.

Time	Rate
1 hour	\$52.00
1.5 hours	\$66.00
2 hours	\$80.00
3 hours	\$110.00
4 hours	\$148.00
6-8 hours	\$241.00

9.08 **Benefits - Faculty**

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

## Article X. TENURE

### 10.01 Authority to Grant Tenure

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

### 10.02 Purpose

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

- To assess the performance of tenure track academic employees pursuant to the criteria set forth in Article 10.06.
- To protect academic employees' rights to be involved in the establishment of and participation in the tenure process.
- To define a reasonable and orderly process for the appointment of academic employees to tenure status, or for the non-renewal of probationary academic employees.

### 10.03 Eligibility for Tenure

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

- I. A probationary period not to exceed nine (9) consecutive regular college quarters, excluding summer quarters and approved leaves of absence.
- II. An extended probationary period of up to three (3) additional, consecutive regular college quarters, excluding summer quarters and approved leaves of absence. The extended probationary period shall require:
  - a) the written consent of the probationary faculty,
  - b) formal recommendation to the granting authority by the Tenure Review Committee, and
  - c) formal approval by the granting authority.

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

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

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

## Membership

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

### 10.04.01 **Establishing the Tenure Review Committee**

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

### 10.04.02 **Composition of Tenure Review Committee**

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

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

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

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

The administrative representative shall be appointed by the President or designee. The student representative shall be selected in accordance with [RCW 28B.50.869](#).

If a vacancy occurs during the term of the Tenure Review Committee, the position shall be appointed in accordance with the provisions of this article. The vacancy will be filled as soon as possible after the Tenure Review Committee is made aware of the vacancy.

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

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

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

- Evaluate the candidate(s).

- Advise the candidate(s) of their strengths and areas needing improvement.
- Develop plans to improve and strengthen performance of the candidate(s).
- Maintain a documented record of the items listed in section 10.06.
- Make a recommendation for renewal, non-renewal or the granting of tenure in accordance with the procedures in Article 10.11.

#### 10.05.01 **Meetings for Tenure Review Committee**

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

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

#### 10.05.02 **Tenure Review Committee Reports**

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

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

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

The TRC will prepare annual Tenure Review Committee Evaluation Reports to be submitted by the timeline described in Article 10.11 of this article.

All evaluative information is confidential, subject to the requirements of the Public Records Act, [RCW 42.56](#) et seq., and will be maintained as such by members of the Tenure Review Committee.

### 10.06 **Evaluation of the Candidate**

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

Each committee shall consider only the following criteria in the course of evaluating the effectiveness of each candidate in their teaching appointment. The candidates shall

demonstrate, and document in their Tenure Portfolios, (as described in Article 10.09) evidence of continued excellence in each of these areas during each probationary year as appropriate:

- Excellence in teaching, learning, and assessment: Candidates will be evaluated on Teaching, Learning and Assessment activities such as those outlined in Article 8.05.04, Area 1.
- Leadership and Service: Candidates will be evaluated on Leadership and Service activities such as those outlined in Article 8.05.04, Area 2.
- Professional Development: Candidates will be evaluated on Professional Development activities such as those outlined in Article 8.05.04, Area 3.

**10.07 Candidate Observations**

Observations of the candidate while they are performing their professional responsibilities shall be part of the evaluation process. The candidate and the TRC will arrange classroom observations in accordance with the process below:

<b>Step</b>	<b>Observation Process</b>	<b>Process</b>	<b>Responsibility</b>
<b>1</b>	Observation Planning	Communication with candidate must occur each year to set the number and nature of classroom observations	TRC members and Candidate
<b>2</b>	Observation Scheduling	Establish observation schedule; generally, candidates will be notified 5 days prior to any observation	TRC members and Candidate
<b>3</b>	Observation	Observer attends class (face-to-face or online)	Observer
<b>4</b>	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.

<b>Minimum # of Required observations</b>	<b>Peer</b>	<b>Administrator</b>	<b>Total</b>
Year 1	3	1	4
Year 2	2	1	3
Year 3	1	0	1

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

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

The President or Senior Academic Officer may conduct classroom observations independently of the Tenure Review Committee. (The candidate shall be notified 5 days prior to any such observation). If the President or Senior Academic Officer identifies any areas of concern from such an observation, they shall put them in writing and meet to discuss those concerns with the Tenure Review Committee and the candidate.

## **10.08 Candidate Self Evaluations**

Candidates shall write an Annual Self-Evaluation as part of the tenure process. In this self-evaluation, candidates will demonstrate critical and reflective thinking about the teaching, Learning and Assessment; Professional Development; and Leadership and Service activities that they have undertaken at Cascadia during the previous phase of the tenure process.

The purpose of this self-evaluation is to communicate with clarity and originality about what they have done, what they have learned, and what they plan to do next in order to improve course, discipline, college-wide learning, and other professional outcomes.

### **Specifically, the Candidate's Annual Self-Evaluation shall address:**

- I. Teaching, Learning, and Assessment: Candidates, having undertaken Teaching, Learning, and Assessment Activities such as those outlined in Article 8.05.04, Area 1, will draw upon peer and administrative observations, course/instructor evaluations (CIEs), and other relevant experiences, as identified and agreed-upon with the TRC, to discuss:
  - what they have done
  - what they have learned, and
  - what they plan to do next

in the area of Teaching, Learning, and Assessment. Candidates should address what they take to

be relevant information drawn from CIEs for all non-moonlight classes for each quarter.

Information drawn from CIEs for moonlight courses may be included at the candidate's discretion. (CIEs themselves are not required as part of the Tenure Portfolio although the candidate's TRC has the right to review them if so desired).

- II. Service to the Institution: Candidates, having undertaken Leadership and Service activities such as those outlined in Article 8.05.04, Area 2, will discuss:
- what they have done
  - what they have learned, and
  - what they will do next

in the area of Leadership and Service in order to highlight how these activities have contributed to their development as a member of the Cascadia Community.

- III. Professional Development: Candidates, having undertaken professional development activities such as those outlined in Article 8.05.04, Area 3, will discuss:
- what they have done
  - what they have learned, and
  - what they will do next

in the area of Professional development in order to highlight how these activities have contributed to their development as a faculty member at Cascadia.

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

## **10.09 Tenure Portfolio**

Candidates document their Teaching, Learning, and Assessment, Professional Development, and Leadership and Service activities in their Tenure Portfolio. The Tenure Portfolio is the primary means of communicating about these activities as part of the holistic evaluation the Tenure Review Committee does of the candidate based on the evaluation criteria outlined in Article 10.06.

### **10.09.01 Composition of Tenure Portfolio**

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

- Candidate Annual Self-Evaluations
- Peer observations reports
- Administrative observation reports
- Reports and reflections on suggested improvement/development activities from the Tenure Review Committee
- An updated Tenure Process Compliance Report
- Annual TRC Evaluation Reports
- Evidence of coursework, scholarly work, classroom accomplishments, leadership and service work, and professional development;
- An updated CV;

- Response letter from the Senior Academic Officer (Article 10.11.01)
- Response letter from the College President (3<sup>rd</sup> year only) (Article 10.11.02)
- Optionally, other evidence may be added to the portfolio at the discretion of and with the permission of the candidate. Written input from colleagues in the candidate’s discipline may be included upon mutual agreement of the candidate and the TRC. Tenure candidates using an online portfolio shall have content management authority over their online tenure portfolio and shall use this authority to exercise their right to exclude evidence they do not wish to have included in the portfolio; choosing not to exercise this right shall constitute granting of permission to include the evidence in the portfolio.

The following chart summarizes what is required in each Tenure Portfolio and who is responsible for it:

<b>Required Item</b>	<b>Responsibility</b>
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
Senior Academic Officer response letters	SAO
Presidential response letter	College President (3 <sup>rd</sup> year only)

10.09.02

### **Tenure Portfolio Retention**

Upon the completion of the tenure review process, the College shall retain the tenure portfolio and provide the candidate with an official copy. If the candidate uses an online tenure portfolio, the College shall, at the request of the candidate, provide the candidate with hard copies of documents maintained within the portfolio. The College shall not be required to provide the candidate with hard copies of blog, wiki, discussion thread or other non-file-based information contained within the candidate’s online tenure portfolio. However, the candidate shall have the right to print such information out for their own use and may issue electronic invitations to allow individuals of the candidate’s choosing to view the online portfolio.

Intellectual property rights of individual portfolio items are determined pursuant to Article 17.01.

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

## **10.10 Addressing Performance-related Concerns**

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

1. Specific areas needing improvement will be outlined by the Tenure Review Committee in writing and discussed with the candidate within five (5) working days of the conclusion of each Tenure Review Committee meeting and/or meeting with the Senior Academic Officer, as appropriate.
2. The Tenure Review Committee will develop with the candidate a written plan of action to improve the area(s) of concern. The Tenure Review Committee shall consider the area(s) of concern expressed by the administration and address them in the written plan of action.
3. Follow-up conferences will be held and written progress reports will be prepared by the Tenure Review Committee and delivered to the candidate within five (5) work days of the conference. These conferences and reports should be directed toward helping the candidate improve and documenting progress.

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

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

## **10.11 Communication of Evaluation Results**

Each Tenure Review Committee, as part of its ongoing evaluation of the candidate, shall meet as a body and prepare an annual TRC Evaluation Report. This report shall be a comprehensive evaluation of the candidate based on the criteria identified in Article 10.06. It shall provide commendations and suggestions for improvement as applicable and shall clearly state the TRC's recommendation on the continued progress of the candidate through the tenure process. The committee will meet with the candidate to discuss the report(s) and furnish the candidate with a copy of the written report(s), prior to submitting the report(s) to anyone other than the candidate.

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

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

#### 10.11.01 **First and Second-year Evaluation Reports**

For First- and Second-year candidates, the Tenure Review Committee Evaluation Report shall be issued in accordance with the following schedule:

- For candidates whose appointments begin in fall quarter, by the first Monday after May 1 (in their first year) for evaluation of the first and second quarters; by the first Monday after May 1 (in their second year) for evaluation of the third, fourth, and fifth quarters
- For candidates whose appointments begin in winter quarter, by the first Monday after October 1 (in the subsequent year) for evaluation of the first and second quarters; by the first Monday after October 1 (in the subsequent year) for evaluation of the third, fourth, and fifth quarters.

For first- and second-year candidates copies of these TRC Evaluation Reports shall be submitted to the Senior Academic Officer. The Senior Academic Officer shall write a response to the TRC Evaluation Report within fifteen (15) working days indicating agreement with it and/or noting any commendations, questions or recommendations. This response will be part of the Tenure Portfolio. Should this response require the addressing of performance-related concerns, the process described in Article 10.10 will be followed.

#### 10.11.02 **Third-year Evaluation Reports**

For Third Year candidates, the Tenure Review Committee Evaluation Report shall be issued in accordance with the following schedule:

- For candidates whose appointments begin in fall quarter, by the first Monday after February 15;
- For candidates whose appointments begin in winter quarter, by the first Monday after May 15.

Copies of the third-year Evaluation Report along with the candidate's Tenure Portfolio shall be submitted to the Senior Academic Officer. The Senior Academic Officer shall write a response within fifteen (15) working days to the Evaluation Report indicating agreement with it and/or noting any commendations, questions or recommendations. This response will be part of the Tenure Portfolio.

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

If the President makes a recommendation that is contrary to the recommendation of the Tenure Review Committee, they shall discuss such differences with the Tenure Review Committee prior to submitting their recommendation to the Board.

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

**The following chart summarizes important dates in the Tenure Process for candidates**

**whose appointments begin in Fall Quarter:**

<b>Item</b>	<b>Due Date</b>	<b>Responsibility</b>	<b>CBA Article</b>
Tenure cohort formed	No later than Oct. 1, first year	CCCFT	<a href="#">10.04.01</a>
TRC formed	No later than Oct. 10, first year	CCCFT and College	<a href="#">10.04.01</a>
Tenure Process Compliance Report	Ongoing, updated by the last day of each quarter	TRC Chair	<a href="#">10.05.02</a>
TRC Recommendation Reports	First Monday after May 1 (first and second years) First Monday after February 15 (third year)	TRC	<a href="#">10.11.01</a>
Senior Academic Officer response letter	15 working days after TRC Evaluation Report	SAO	<a href="#">10.09.01</a>
Presidential response letter	10 working days after SAO response letter (3 <sup>rd</sup> year only)	President	<a href="#">10.09.01</a>
Tenure Portfolio to Board	After President's response letter	TRC (3 <sup>rd</sup> year only)	<a href="#">10.11.02</a>

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

Item	Due Date	Responsibility	CBA Article
Tenure cohort formed	No later than Feb. 1, first year	CCCFT	<a href="#">10.04.01</a>
TRC formed	No later than Feb. 1, first year	CCCFT and College	<a href="#">10.04.01</a>
Tenure Process Compliance Report	Ongoing, updated by the last day of each quarter	TRC Chair	<a href="#">10.05.02</a>
TRC Recommendation Reports	First Monday after Oct. 1 of the subsequent year for the 1 <sup>st</sup> and 2 <sup>nd</sup> quarters. First Monday after Oct 1 in the subsequent year for 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> quarters. First Monday after May 15 (3 <sup>rd</sup> year only)	TRC	<a href="#">10.11.01</a>
Senior Academic Officer response letter	15 working days after TRC Evaluation Report	SAO	<a href="#">10.09.01</a>
Presidential response letter	10 working days after SAO response letter (3 <sup>rd</sup> year only)	President	<a href="#">10.09.01</a>
Tenure Portfolio to Board	After President's response letter	TRC (3 <sup>rd</sup> year only)	<a href="#">10.11.02</a>

## 10.12

### Candidate Rights and Expectations of the Tenure Process

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

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

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

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

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

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

As described above in Article 10.11, the Tenure Review Committee's recommendation(s) along with the candidate's portfolio shall be submitted to the Board of Trustees through the President's Office and Senior Academic Officer.

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

Upon the decision not to renew a probationary faculty appointment, the College President shall notify the candidate of such decision as soon as possible during the regular contractual year: PROVIDED that such notice may not be given later than one (1) complete quarter, except summer quarter, before the expiration of the probationary faculty member's appointment.

The final decision to award or withhold tenure shall rest with the Board of Trustees, after it has given reasonable consideration to the recommendations of the Tenure Review Committee and shall not be subject to the grievance procedure.

Committee Recommendation(s) and Board Decision(s) Regarding Tenure, The Chair of the Tenure Review Committee (TRC) for third year candidates shall present the TRC's recommendations to the Board of Trustees in the following manner:

- a. The TRC submits their Recommendation Reports for 3<sup>rd</sup> year candidates in accordance with Article 10.11.02.
- b. At the next regularly-scheduled BOT meeting in Executive Session, candidates will have a brief 10–15-minute face-to-face conversation with the Board, individually, in the presence of the TRC chair to respond to three questions posed by the Trustees to the candidate:
  - i. Please tell us about your professional background and how those experiences led you here to Cascadia?
  - ii. What item or items in your portfolio are you particularly interesting in have us (The BOT) look at in our review of your portfolio?
  - iii. What accomplishments or growth do you consider most significant over the past three years?

## Article XI. POST-TENURE REVIEW AND PROMOTION

### 11.01 Purpose

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

### 11.02 Post-Tenure Review Timeline

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

- Participation in an alternative year-long, substantive assessment, mutually agreed upon by the CCCFT, the faculty member, and the College, or
- Planned leave/sabbatical, or
- Extraordinary circumstances such as family leave, medical leave, or military leave.

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

### 11.03 Post-Tenure Review Scope and Criteria

The Post-Tenure Review shall consider a faculty member's performance since their last evaluation (e.g. Tenure or previous Post-Tenure Review) in accordance with the areas outlined in Article 8.05. The Review shall address the areas outlined in Article 8.05.04, namely, Teaching Learning and Assessment, Professional Development, and Leadership and Service.

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

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

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

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

### 11.05 Post-Tenure Review Timeline

By the end of the eighth week of spring quarter, the appropriate Dean for Student Learning or

designee will inform each of the faculty members who are to be reviewed (Reviewee) during the following academic year.

No later than the 4th week of the following fall quarter, the Review Team shall be formed. The Post-Tenure Review will start in fall quarter and generally culminate no later than the seventh (7th) week of spring quarter. The Post-Tenure Review process deadlines may be extended by mutual consent of the Review Faculty and the Review Team as long as the Post- Tenure Review is completed within one year of the originally-scheduled completion date.

The following chart summarizes the timeline:

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

## 11.06 Post-Tenure Review Documentation

The Post-Tenure Review documentation shall consist of:

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

11.06.01

### **Reviewee Self Evaluations**

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

Specifically, the Self-Evaluation shall address:

**Teaching, Learning, and Assessment:** Reviewees, having undertaken Teaching, Learning, and Assessment Activities such as those outlined in Article 8.05.04, Area 1 shall draw upon course/instructor evaluations (CIEs) and other relevant experiences as identified and agreed-upon with the Review Team, 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, Area 3, 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.

**Service to the Institution:** Reviewees, having undertaken Leadership and Service activities such as those outlined in Article 8.05.04, Area 2, will discuss what they have done, what they have learned, and what they will do next in the area of Leadership and Service in order to highlight how these activities have contributed to their ongoing development as a member of the Cascadia community.

11.06.02

### **Observations and Observation reports**

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

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

### 11.06.03 **Additional Materials (Optional)**

Reviewees may provide the Review Team with any additional materials they feel are relevant to the Post-Tenure Review. Such materials shall relate to the matters which occur within the periodic (4 or 6 year) review cycle.

### 11.06.04 **Post-Tenure Review Report**

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

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

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

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

A Reviewee whose Post-Tenure Review Report rated their performance as 'unsatisfactory,' shall collaborate with a Tenured Faculty Improvement Team by the sixth week of the quarter that follows the unsatisfactory recommendation (known as Quarter 1).

The Improvement Team will be made up of a Student Learning Dean and two Tenured Faculty as chosen by the Senior Academic Officer. The Improvement Team shall meet with the faculty a minimum of two (2) times each quarter. The Improvement Team shall utilize the same general procedure as outlined in Article 11.04 above as part of its process. The primary goal of the Improvement Team is to assist the faculty member in shifting their performance to satisfactory.

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

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

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

Summary of Timelines if Performance Unsatisfactory:

<b>Action</b>	<b>Date</b>	<b>By Whom</b>
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

If the Faculty member’s overall performance is rated “satisfactory,” then the faculty member returns to the regular review process.

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

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

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

Tenured faculty who requests promotion and who a receive a satisfactory Post-Tenure Review Recommendation from the Senior Academic Officer become eligible for promotion to the appropriate post-tenure promotional level (Senior Tenure I or Senior Tenure II).

### **11.09 Tenured Faculty Promotion**

Assuming the criteria stated above are met, the Senior Academic Officer shall approve the promotion to the next level (Senior I or Senior II) based on the criteria in Article 9.05.

A promotion recognizes and acknowledges the assumption of certain responsibilities and duties. These include, but are not limited to:

11.09.01

**For Senior Tenure I:**

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

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

11.09.02

**For Senior Tenure II:**

Faculty members who are promoted to Senior Tenure II Faculty become accountable for higher-level institutional leadership responsibilities. These leadership responsibilities relate to areas such as those noted above in Senior Tenure I which involve working collaboratively with administration to accomplish institutional goals. Faculty members who are promoted to Senior II Tenured Faculty also become accountable for providing professional development opportunities for other faculty to develop leadership skills such as the following:

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

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

**11.10**

**Promotional Periods**

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

comes up four years after the previous Post-Tenure Review.)

### **11.11 Records Disposition**

The Senior Academic Officer shall forward a signed copy of the Post-Tenure Review Recommendation and any attached faculty response to the College President and forward the original signed document to the faculty member's personnel file.

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

## **Article XII. FULL-TIME FACULTY TEMPORARY**

### **12.01 Full-time Faculty Temporary**

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

In the case of a non-state-supported position (one which would not be eligible for Tenure, but rather for Permanent Status), the College may, and by decision of the Senior Academic Officer and approval by CCCFT, extend a non-state-supported full-time temporary position for a third year.

When such a third year for a full-time temporary position is approved, the Full-Time Temporary Faculty shall be eligible for thirty-three percent (33%) of the Full-Time three-year allocation of professional development.

The observation and evaluation process from Year 2 will be followed in Year 3.

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

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

Full-Time Temporary Faculty shall be eligible for fifty percent (50%) of the fulltime allocation of professional development funding for each year of their appointment.

## 12.03

### Assessment of Full-Time Temporary Faculty

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

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

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

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

## Article XIII. ASSOCIATE FACULTY

### 13.01

#### Associate Faculty

#### 13.01.01

##### Definition

An Associate Faculty member is a faculty member who is neither tenured, tenure-track, nor on a temporary full-time contract. By definition, an Associate Faculty is a part-time faculty member. An Associate Faculty appointment carries with it no promise or expectation of continued employment, and the College maintains its management right to decide whether or not to rehire an Associate Faculty member subject to the terms and conditions set out in Article 13.03.04 "Removal from the Hiring Pool." Upon being hired an Associate Faculty member must complete a faculty orientation which shall be compensated in accordance with Article 13.05.

#### 13.01.02

##### Probationary and Full Associate Faculty

An Associate Faculty member is considered probationary until they have been placed in the Associate Faculty hiring pool via the process described in Article 13.02 below.

Placement into the Associate Faculty hiring pool is a promotion which removes that probationary status and carries with it increased responsibilities and increased compensation. Associate Faculty in the Associate Faculty hiring pool, known as Full Associate Faculty, assume the following additional professional responsibilities:

- Participate in Outcomes Assessment
- Participate in required College-related activities

### 13.01.03 **Priority Hire Associate Faculty**

A Priority Hire Associate Faculty member is an Associate Faculty member who is eligible for an annual contract (who is on the Priority Hire Seniority List) by meeting all the criteria defined in the remaining provisions of this Article 13.01.04 and Article 14.02.08.

Starting in fall quarter of academic year 26-27, an annual contract is for a minimum of 25 credits (typically five 5-credit Lecture classes) per academic year. Annual contracts will specify days and times for the classes in each quarter in which those classes are scheduled. Once the contract is accepted, a PH faculty member cannot change that schedule without forfeiting the contract and removing any obligation on the part of the College to provide alternates to the classes that were in the contract (except via mutual agreement between the faculty member and their respective Dean).

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

### 13.01.04 **Eligibility for Priority Hire Status**

Eligibility for Priority Hire status occurs when an Associate Faculty member has taught at least (70) credits at Cascadia within the previous three (3) academic years.

Credit will be counted in each of the four (4) quarters within the academic year. Or alternately taught at least one (1) class per quarter in eight (8) of the previous twelve (12) quarters (including summers).

Starting in academic year 26-27, Priority Hire class assignments for PH faculty **with an annual contract** will be made after tenured and tenure-track regular load class assignments. If classes remain unstaffed, tenured and tenure-track faculty may choose to take on a moonlight class in their approved discipline areas. Additional remaining classes next will be offered to PH faculty without annual contracts. All remaining unstaffed classes will be offered to full associate faculty, followed by probationary associate faculty.

### 13.01.05 **Application for Priority Hire Status**

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

- Course Instructor Evaluations from at least 50% of their classes from the last six quarters
- At least one (1) administrative observation conducted specifically as part of the application for Priority Hire Associate status
- At least one (1) peer observation conducted specifically as part of the application for Priority Hire Associate status
- The self-assessment as described in Article 14.02.08
- The discipline(s) in which the faculty member teaches and wishes to include in their

request. (At least one observation must be conducted in each of the disciplines included in the application.)

### 13.01.06 **Approval of Priority Hire Status**

Approval of Priority Hire Associate Faculty status is given from the Senior Academic Officer.

Approval or rejection will be given in writing by the sixth (6<sup>th</sup>) week of winter quarter. Associate Faculty who are not granted Priority Hire Associate status may request to meet with the Senior 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 Senior 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, they will be given an opportunity to reapply in the subsequent year.

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.

A promotion to Priority Hire Associate Faculty status carries with it increased responsibilities and increased compensation. In each quarter (excluding summer) that they have a teaching assignment, a Priority Hire Associate Faculty must take part in a dean-approved professional development or service activity related to their work at the college. Failure to do so without approval by the respective Dean will result in a Performance Improvement Plan (PIP).

### 13.01.07 **Senior Priority Hire Status and Compensation**

A Priority Hire Associate Faculty attains Senior Priority Hire status and compensation on July 1 after five (5) years of service to the College following the date of their attaining Priority Hire status. In this case, teaching at least five credits in an academic year (including summer) qualifies as a year of service.

The initial pay increase for this level is \$30 per credit (\$150 per 5-credit class) for non-HD adjuncts; \$15 per credit (\$75 per 5-credit class) for HD-eligible adjuncts.

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

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

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

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

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

### 13.02.03

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

The College reserves the right to enlarge the Full Associate Hiring Pool by adding new Associate Faculty who have completed their first quarter of teaching, although typically placement into the hiring pool will occur during the second (2nd) quarter. Probationary Associate Faculty shall be placed in the Associate Faculty Hiring Pool by the respective Dean after completing an administrative observation and receiving a positive Administrative Evaluation Statement (AES).

The Probationary Associate Faculty will receive their AES by the eighth (8th) week of their second (2nd) quarter of teaching which will state that they are:

- a) moved into the Associate Faculty Hiring Pool, and for which disciplines,
- b) not moved into the Associate Faculty Hiring Pool and separated from the College or
- c) that their probationary period is being extended for one (1) quarter, along with reasons for the decision.
- d) in the case of a Probationary Associate Faculty who had attained Priority Hire status previously and who is returning to Cascadia after having been removed from the Hiring Pool due only to non-association (not having not taught for the college or within a discipline in 6 consecutive quarters excluding summer): moved into the Associate Faculty Hiring Pool AND the Priority Hire Seniority List, with the date of their Priority Hire Seniority being this new date of being moved into the AF Hiring Pool, not the original one.

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

### 13.02.04

#### **Placement on the Priority Hire Seniority List**

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

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

## **13.03**

### **Class Assignment based on Hiring Pools**

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

### 13.03.01

#### **Associate Faculty/Priority Hire Associate Faculty Class Assignment**

Class assignments for Priority Hire with an annual contract will be made after Full-Time Faculty have been assigned their full load. Priority Hire class assignments will be made after Full-Time Faculty have been assigned their full load and moonlight classes. Full Associate and Probationary Associate Faculty course assignments will be made after Priority Hire Associate Faculty have been assigned their classes.

### 13.03.02 **Annual Contract Seniority**

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

### 13.03.03 **Annual Contract Bumping Rights**

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

### 13.03.04 **Removal from the Hiring Pool**

Associate Faculty or Priority Hire Associate Faculty may be removed from the respective Hiring Pool, or from a discipline within the hiring pool, by the appropriate Dean for any of the following reasons:

- A faculty member has not taught for the college, or within a discipline, in six (6) consecutive quarters (excluding summer).
- The faculty member has failed to agree upon an improvement plan within the timeframe or if the outcomes of the improvement plan are not completed within the timeline given in the plan generated by their evaluation.
- The faculty member has failed to implement or complete a plan of correction as part of a disciplinary action.
- All course assignments that have been offered are turned down by the faculty member for three (3) consecutive quarters (excluding summer quarter).
- An Associate Faculty member who is removed from the Hiring Pool may re-apply to teach for Cascadia, and if hired, restarts the process as a new Probationary Faculty.

### 13.03.05 **Priority Hire Seniority List Removal**

A Priority Hire Faculty retains their place on the Priority Hire Seniority List as long as they continue to accept annual contracts as offered and continue to perform the required duties of Priority Hire status, with the exception that they may decline one year without losing seniority. Should a Priority Hire faculty decline two consecutive years of annual contracts that are offered, they will lose their seniority and be placed at the bottom of the current Priority Hire Seniority List.

### 13.03.06 **Eligibility for Listing in Multiple Discipline Groups**

Eligibility for listing in multiple discipline groups is established by meeting the required minimum qualifications of a position in the discipline group, being appointed to teach a course in that discipline by the appropriate Dean, and completing a two-quarter review process that includes a peer observation and an administrative observation.

### 13.03.07 **Publication of the Hiring Pools**

The Office of the Senior Academic Officer shall update and publish the official Hiring Pool by September 1 of each year.

## **13.04 Annual Contracts**

A Priority Hire Associate Faculty is eligible to be considered for an annual contract. The College will offer annual contracts to Priority Hire Associate Faculty subject to the following limitations:

- Insufficient enrollment
- Insufficient funds
- The faculty member's failure to comply with the laws, rules and regulations of the State of Washington and/or Cascadia College.
- Inability of the Priority Hire Associate Faculty member to meet any certification or discipline requirements for courses open for assignments.
- The number of Priority Hire Associate Faculty to receive annual contracts shall be determined by the College.

Starting in fall quarter of academic year 26-27, an annual contract guarantees a Priority Hire Associate Faculty a minimum of 25 credits (typically give 5-credit Lecture classes) per academic year. The College will decide how many annual contracts will be offered and how many classes those contracts will be for.

### **The process for fulfilling annual contracts is as follows:**

Priority Hire Associate Faculty on the Priority Hire Seniority List will be informed prior to the end of Spring quarter of the preceding academic year that they are being offered an annual contract with the specified number of classes and their specified times and days in each quarter those classes are scheduled as the annual contract's contractual load.

Priority Hire Associate Faculty with annual contracts will be assigned classes after full-time faculty have been assigned their full load of classes, but before any full-time faculty moonlights are assigned. Full-Time Faculty will not have bumping rights over a Priority Hire Associate Faculty's annual contract assignment.

Should the College not be able to provide the Priority Hire Associate Faculty a sufficient number of classes to meet their annual contract, the College must make arrangements that ensure that the Priority Hire Associate Faculty is compensated to a level commensurate with teaching those classes that are part of their annual contract.

## **13.05 Compensation**

### **13.05.01 Salary and Benefits**

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

### **13.05.02 Associate Faculty Parity**

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

13.05.03 **Additional Duties Compensation**

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

13.05.04 **Compensation for Cancelled Classes**

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

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

Associate Faculty who does not have an annual contract whose courses are cancelled after the scheduled start date shall be compensated seventy-five dollars (\$75) plus the salary for the percentage of the course taught.

13.05.05 **Compensation for Orientation**

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

**13.06 Classroom Workload Factors**

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

Type of Class	FT Load Factor	Description	% of FT Load
Directed, interactive learning class (Lecture)	15	1 credit	.0667
Lab	18	1 credit	.1111
Self-paced lab or service learning class in a classroom setting	22	1 credit	.0909

**13.07 Other**

13.07.01 **Pre-Approved Release Time**

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

13.07.02 **Public Recognition of Associate Faculty**

The names of Associate Faculty in the Hiring Pool will be included on the College’s public website. This list will be updated annually by September 15. Faculty may choose to have their

names excluded from the published list.

13.07.03 **Awards**

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

13.07.04 **Office Hours**

All Associate Faculty shall be expected to be available for student consultation pursuant to Article 8.05.03, Workload and Faculty Responsibilities.

13.07.05 **Textbook Selection**

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

Otherwise, faculty selects their own textbooks for their courses. However, if the Associate Faculty accepts an assignment for a class in which the textbooks have already been ordered, they shall accept the pre-ordered textbook for the class.

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

13.07.06 **Orientation**

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

13.07.07 **Office Space**

All Associate Faculty shall be provided access to a workspace containing a college- provided computer and college phone line (through Teams) in order to do curriculum preparation, assessment, and shall be provided conference space that affords the ability to confer with students in a way that protects the student's privacy.

13.07.08 **Division Meetings**

Associate Faculty shall be compensated at the contracted Additional Duties rate for participating in one 1-hour Division meeting per quarter.

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

13.08.01 **Qualification Requirement**

No administrator or other nonacademic employee may teach a given course for the College until or unless they are approved as qualified to do so by the Senior Academic Officer following a review of the individual's credentials.

13.08.02 **Exclusion of Administrators from the Bargaining Unit**

Administrators carrying out faculty duties under the provisions of this Article shall not be deemed academic employees as long as their responsibilities and authority otherwise continue to qualify them as “administrators.”

13.08.03 **Inclusion of other Nonacademic Employees in the Bargaining Unit**

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

## Article XIV. ASSOCIATE FACULTY EVALUATION

### 14.01 Purpose

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

### 14.02 Evaluation Process and Documentation

#### 14.02.01 Notification of Evaluation

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

#### 14.02.02 Preparing for Evaluation

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

#### 14.02.03 Compensation for Meetings

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

#### 14.02.04 Evaluation Materials

Associate Faculty will be evaluated using multiple instruments:

- Course Instructor Evaluations
- Peer Observations
- Self-Assessments
- Administrative Observations
- Any additional materials that the faculty member wishes to include.

The faculty member being assessed has the right to attach their response to any evaluation information.

14.02.05 **Criteria for Evaluation**

Associate Faculty members will be assessed based on the following criteria:

- ability to instruct in a learner-centered manner,
- adherence to an outcomes-based assessment model,
- effective classroom management, and
- professional conduct.

14.02.06 **Course Instructor Evaluations (CIEs)**

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

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

14.02.07 **Peer Observations**

During the initial quarter of teaching, a Peer Observation will be conducted. Thereafter, a Peer Observation will be conducted at least once every three (3) years unless the appropriate Dean for Student Learning should deem additional Peer Observation(s) necessary based upon specific concerns related to the evaluation criteria.

Faculty Peer Observations shall be conducted by a Full-Time Faculty member or Priority Hire Associate Faculty who shall be designated by the appropriate Dean. This faculty member should be in the same or a closely related discipline as the faculty member being evaluated. As part of their regular workload, Full-Time Faculty may be asked to perform up to three (3) Associate Faculty Peer Observations per year. As part of their regular workload, Priority Hire faculty may be asked to perform up to two (2) Associate Faculty Peer Observations per year.

The designated observer will write up the findings of the Peer Observation with the faculty member being observed. The faculty member may respond in writing to the peer observation and have their response attached to the written peer observation. A written copy of the Peer Observation and any response shall be forwarded to the faculty member and the appropriate Dean for Student Learning.

14.02.08 **Priority Hire Contract Self-Assessment**

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

- assess the ability to instruct in a learner-centered manner,
- discuss instruction methods utilized,
- specifically address the integration of the college-wide learning outcomes in their courses,

- identify strengths and/or areas where faculty performance/growth might be improved,
- respond to CIEs and any other assessments and feedback provided.

#### 14.02.09 **Administrative Observation**

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

#### 14.02.10 **Additional Materials**

The faculty member may submit additional assessment related materials.

### 14.03 **Administrative Observation Process**

#### 14.03.01 **Timeline**

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

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

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

#### 14.03.02 **Administrative Evaluation Statement (AES)**

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

#### 14.03.03 **Distribution of the AES**

The AES shall be shared with the faculty member by the eighth (8th) week of the quarter in which the evaluation takes place. The faculty member shall have ten (10) work days to sign, date,

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

#### 14.03.04 **Results of the Administrative Evaluation Rating**

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

### **14.04 Improvement Plan**

#### 14.04.01 **Construction**

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

#### 14.04.02 **Timeframe for Establishing the Improvement Plan**

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

#### 14.04.03 **Removal from the Hiring Pool**

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

### **14.05 Records Disposition**

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

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

The College has the right to retain a copy of any additional optional assessment related material provided to the Dean for Student Learning and/or the Faculty Lead by the faculty member being

evaluated. Intellectual property rights of individual items shall be determined pursuant to the Article 17: Intellectual Property Rights.

## Article XV. LEAVE PROVISIONS

### **15.01 Absences and Leaves**

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

### **15.02 Leave Accrual**

#### **15.02.01 Full-time Faculty Leave**

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

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

#### **15.02.02 Associate Faculty Leave**

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

##### **Fall Quarter**

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

##### **Winter Quarter**

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

##### **Spring Quarter**

Eight (8) hours of compensable leave multiplied by the FTEF percentage up to one hundred

percent (100%) is accrued each month in April, May and June.

### **Summer Quarter**

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

#### 15.02.03 **Limitation on Leave Accrual**

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

#### 15.02.04 **Compensable Leave Accumulation**

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

### **15.03 Attendance Incentive**

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

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

### **15.04 Notification and Use of Leave**

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

- Absence of five (5) or more consecutive days for Full-Time Faculty or two (2) consecutive teaching days for Associate Faculty
- Medical certification
- Placement into leave without pay status

### **15.05 Leave Deductions**

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

#### 15.05.01 **Full-Time Faculty**

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

## 15.05.02 **Associate Faculty**

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

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

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

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

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

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

### 15.07.01 **Illness/Injury/Disability/Emergency Leave**

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

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

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

### 15.07.02 **Bereavement Leave**

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

unpaid leave) upon approval of the Senior Academic Officer.

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

**15.07.03 Professional Leave**

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

**15.08 Transferability**

Accumulated compensable leave may be transferable from one Washington State community college district to another Washington State community and technical college and other state or local agencies in accordance with applicable statutes or bargaining agreements. Leave for Associate Faculty transferring into the College shall be computed on the basis of one (1) day equals eight (8) hours. Associate Faculty may transfer compensable leave balances from other colleges or agencies in accordance with state law when Cascadia College becomes the sole employer. Accumulated, non- transferred, leave may be reinstated when they return 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 15.05 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 15.05)

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**

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

### 15.10.02 **Leave Without Pay**

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

## 15.11 **Substitutes**

Faculty shall request approval for a paid substitute from the appropriate Dean for Student Learning. If approved by the Dean for Student Learning, the paid substitute will be given a Part-Time Hourly Faculty assignment corresponding with the substitution.

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

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

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

following:

- Parental leave to care for a newborn or newly placed adopted or foster child.
- Personal medical leave if, due to the faculty member's own serious health condition, the faculty member is unable to perform the functions of their position.
- Family medical leave to care for a spouse, domestic partner, child, or parent who has a serious health condition.
- A qualifying exigency, as defined by the Department of Labor, arising from the fact that the spouse, child, or parent of the employee is on active duty in the Armed Forces in support of a contingency operation.
- Service member: Family Leave will be provided to an eligible employee who is the spouse, child, parent, or next of kin to a covered service member to take up to twenty- six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member who is suffering from a serious illness or injury in the line of duty.

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

### **15.13 Parental Leave**

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

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

To be entitled to leave under this section, the leave must have been approved in advance by the Senior Academic Officer or designee. The leave approval shall include the approximate time the faculty member expects to return to work. Within thirty (30) days after childbirth or placement, the faculty member shall inform the college of the specific day they expect to return to work.

The College shall then inform the faculty member as to the effective date of return provided the date is not before the approximate date of return, unless agreed to by both parties.

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

### **15.14 Medical Certification**

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

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

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

Any faculty member may, at the discretion of the President or designee, be granted a leave of absence without pay for reasons of health-related issues, such leave to be normally specified for a period of not less than three (3) months nor more than two (2) years including the twelve (12) workweeks granted under Article 15.12: Family Medical Leave. Such leave may be extended in cases of serious health conditions, but all such leave may not generally exceed a maximum of two (2) years.

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

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

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

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

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

### **15.16 Shared Leave**

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

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

### **15.17 Chemical Dependency Illness**

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

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

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

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

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

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

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

### **15.19 Military Leave**

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

## **15.20 Personal Leave**

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

## **15.21 Unpaid Holidays for a Reason of Faith or Conscience**

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

## **15.22 Reimbursed Expense Leave**

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

## **15.23 Sabbatical Leave**

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

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

### **15.23.01 Eligibility for Sabbatical Leave**

Upon granting of tenure, a tenured faculty is eligible:

- to apply for sabbatical leave after completing six (6) quarters not including summer quarters, quarters of approved leave or temporary annual appointment quarters at Cascadia College, and
- to take their first sabbatical leave after completing at least nine (9) quarters post-tenure, not including summer quarters, quarters of approved leave or temporary annual appointment quarters at Cascadia College.

Following the conclusion of a preceding sabbatical, tenured faculty are eligible:

- to apply within the academic year\* for subsequent sabbatical after completing at least fifteen (15) quarters, not including summer quarters, quarters of approved leave or temporary annual appointment quarters at Cascadia College, and
- to take their sabbatical leave after completing at least eighteen (18) quarters after the conclusion of their previous sabbatical not including summer quarters, quarters of approved leave or temporary annual appointment quarters at Cascadia College.

15.23.02

### **Conditions of Sabbatical Leave**

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

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

No later than the end of the first quarter after returning to the College, recipients of sabbatical leave must submit a written report to the Senior Academic Officer concerning the value of the leave to the person and to the College. Once approved, the report is forwarded to the President for approval. The report is then submitted to the Board of Trustees for information.

Recipients should recognize that accepting a sabbatical leave constitutes making a contract with the College to perform the activities identified in the approved proposal; and they should be aware that based upon that agreement, the College normally issues an employment contract for a replacement. Should recipients subsequently be unable to perform the approved activities, there is no assurance that they will be able to return to their college duties for that period. A mutually agreed-upon alternative program of activity will be developed.

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

Maximum paid sabbatical will be one (1) year. Remunerated professional leaves for a period of less than an academic year shall be compensated at rates not to exceed a proportional amount of the average salary as otherwise calculated for the purposes of Article 15.23. Salary for sabbatical leave will be as follows:

- Faculty approved for sabbatical leave for one (1) quarter will receive one hundred percent (100%) of the total pro-rated annual salary.
- Faculty approved for sabbatical leave for two (2) quarters will receive eighty percent (80%) of the total pro-rated annual salary for the quarters in which leave is taken.
- Faculty approved for sabbatical leave for three (3) quarters will receive sixty percent (60%)

of the total pro-rated annual salary.

- With approval from the Senior Academic Officer, a one-quarter sabbatical may be taken as a series of 1/3 to 2/3 release times. Upon approval, the faculty member may take their sabbatical as a 1/3 release for all three quarters of the normal academic year or may, upon approval, take it as a 2/3 release time in one quarter and a 1/3 release time for a subsequent quarter during the academic year.

Faculty may not teach moonlight classes at Cascadia during their sabbaticals. The aggregate cost of remunerated sabbatical leaves awarded by the college during any year, including the cost of replacement personnel, shall not exceed one hundred and fifty percent (150%) of the full salary of those who have been granted sabbatical leave.

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

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

#### 15.23.03 **Sabbatical Application Procedure**

The Senior Academic Officer or designee shall call for written applications from eligible academic employees to be received by January 15. The Senior Academic Officer or designee will base their decision about whether to recommend in favor of the sabbatical proposal to the College President exclusively upon the criteria given below. The Senior Academic Officer or designee shall make their recommendation no later than February 15. Copies of this written recommendation shall be sent to the President.

#### 15.23.04 **Applicant Procedures**

An applicant for sabbatical leave shall submit an application to the Senior Academic Officer or designee by January 15 of the academic year preceding the proposed leave. The applicant shall notify the Senior Academic Officer or designee of any significant change of plans should such a change occur during the selection process or subsequent to it. After recommendations have gone to the President, the recommended finalists must notify the President of any change of plans or changes to the application.

#### 15.23.05 **Criteria for Selection**

The Senior Academic Officer or designee shall use four (4) criteria for selection of academic employees to receive sabbaticals:

- the merit of the sabbatical project in relation to the applicant's professional development plans,
- the applicant's current and previous contributions to the college community,
- the proposal's relevancy to the College's academic plan, and
- whether or not the applicant has had a previous sabbatical. In instances where these criteria are equal, seniority shall be the determining factor.

The Senior Academic Officer or designee shall review written sabbatical leave proposals and

make recommendations to the College President. The Senior Academic Officer or designee recommendations may be ranked.

#### **15.24 Special Leave Considerations**

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

### **Article XVI. PROFESSIONAL DEVELOPMENT PROVISIONS**

#### **16.01 Statement of Principle**

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

- in-service training;
- faculty retraining opportunities;
- attendance at workshops, conferences, retreats, seminars;
- diversity, equity, and inclusion related activities;
- internship and apprenticeship experiences;
- visitation and/or faculty exchanges;
- release time and leaves;
- institutional research projects;
- curriculum development projects;
- special-needs students training.

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

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

#### **16.03 Professional Development Outcomes**

Each Full-Time Faculty member shall establish a set of professional development outcomes in accordance with Article 8: Workload and Faculty Responsibilities and either Article 10: Tenure or Article 11: Post Tenure Review & Promotion, as appropriate, and in consultation with the faculty member's immediate supervisor. Professional development outcomes may be updated

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

#### **16.04 Full-Time Faculty Funding**

Each full-time faculty member shall be granted three-thousand one hundred and twenty-five and twenty-five dollars (\$3125.00) in professional development funds for the three-year term of this contract. Funds may be spent in any or all of the three years at the faculty member's discretion subject to appropriate use of funds provisions described below. Any unused funds remaining from a faculty member's \$3125.00 allocation at the end of this three-year contract cycle returns to the College.

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

#### **16.05 Associate Faculty Funding**

The College will budget an additional eleven thousand dollars (\$11,000) annually to support Associate Faculty professional development. Use of funds shall be consistent with the guidelines described in section 16.06 of this article. All Associate Faculty are eligible to apply to receive professional development funding during any quarter in which they are teaching for Cascadia.

Professional development funding will be disbursed on a first-come/first-serve basis each year until the yearly allocation is spent. Each Associate Faculty member is limited to a total award of one thousand dollars (\$1000) over the course of the three years of this contract. If there are any remaining funds at the end of year one, they will be added to the year two budget; any remaining funds at the end of year two will be added to the year three budget, any funds remaining at the end of year three will be returned to the College.

#### **16.06 Appropriate Use of Funds**

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

### **Article XVII. INTELLECTUAL PROPERTY RIGHTS**

#### **17.01 Ownership Rights**

##### **17.01.01 Faculty Ownership**

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

- created on their own time, outside the contracted scope of the faculty member’s employment with the College, and
- created with de minimis support of the College and/or its facilities and equipment in accordance with the Ethics in Public Service Act and provided the College incurs no additional cost for the use of such.

17.01.02 **College Ownership**

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

- the materials, processes, or inventions were commissioned and paid for by the College via stipends, grants or other College funds, or
- the work resulting in the materials, processes, or inventions was performed by the faculty member within their contracted scope of employment, including the preparation of course materials.

17.01.03 **Contractually Assigned Ownership**

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

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

17.01.04 **Shared Ownership**

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

**17.02 Copyright Registration**

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

**17.03 Royalty Distribution**

17.03.01 **Single Party Ownership**

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

17.03.02 **Shared Ownership**

Unless otherwise specified in the written agreement, if the College and faculty member(s) share ownership of intellectual property, royalty distribution rights shall be as follows: one hundred

percent (100%) of royalties or other profits shall be distributed to reimburse the College and/or faculty member(s) for documented expenses of creation and production of the material.

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

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

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

#### **17.05 Role of the CCCFT**

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

#### **17.06 Use of Copyrighted Instructional Materials**

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

A faculty member shall be allowed the use of any copyrighted instructional materials and derivative works that they created, regardless of who retains the copyright assignment, at no cost to the faculty member. However, if the faculty member is receiving compensation for their materials that are jointly owned the process for distributing reimbursements first will follow section 17.03 in this Article. If a faculty member(s) wishes to assign their book(s) to their own classes when receiving royalties for said book(s), they must first have their request reviewed and approved by a faculty review committee appointed jointly by the CCCFT and the College. In addition, any monetary gain received from using said book(s) with their Cascadia class(es) must be donated to the Cascadia College Foundation or other non-profit organization as mutually agreed upon by the CCCFT and the College.

##### **17.06.02 College Use of Instructional Materials Created for a Course**

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

## **Article XVIII. DISCIPLINE**

### **18.01 General Framework for Faculty Discipline**

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

## **18.02 Reference to Prior Disciplinary Action**

Generally, no disciplinary action more than five (5) years old shall be used to justify the level of current disciplinary action. However, in cases of a serious nature involving harassment, threatening, or unethical behavior, the College has the right to utilize any previous record of disciplinary action involving similar behavior to justify the level at which to initiate progressive discipline. In such cases, the College shall explicitly state its intention to retain the disciplinary record for an indefinite period of time. All records will be retained in the employee's personnel file as required in this Article and Article 6.09.

## **18.03 Anonymous Complaints**

Anonymous complaints shall not be used as a basis for discipline unless the anonymous complaint warrants an independent investigation, such as when the faculty member is alleged to have violated State or Federal statutes and/or regulations and/or College Policy. Supervising deans may conduct an observation of the faculty member if the complaint suggests possible just cause for discipline and may require independent review. In the event the facts of an anonymous complaint are verified, disciplinary action may be taken on the basis of the independent verification of the facts. This does not preclude notice to the faculty member that an anonymous complaint was received.

## **18.04 Faculty Rights**

### **18.04.01 Representation**

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

### **18.04.02 Notice of Complaints**

If the appropriate Dean or designee determines that a matter of concern cannot be resolved informally, within ten (10) business days of initially approaching the faculty member, they will inform the faculty member of their intent to enter into the formal disciplinary process by transmitting a written complaint to the faculty member, informing them that the Disciplinary Procedure contained in this Article will be initiated. In any event, the notice of complaint shall be transmitted no more than twenty (20) working days from the date when the Dean or designee first became aware of the incident.

This notice of complaint shall be delivered, whenever feasible, by a representative of the College

in a face-to-face meeting and shall include the following information:

- Date of the incident(s) precipitating the initiation of the Disciplinary Procedure
- Date when the Dean or designee first became aware of the incident
- A concise description of the issues of concern that are to be investigated
- A brief description of any known potential criminal charges to the extent permissible by law
- The date and time proposed for the faculty interview meeting (Article 18.08.02)

A summary written communication will be sent to the faculty after a face-to-face meeting within 10 business days.

## **18.05 Progressive Discipline Process**

The College agrees to use a progressive discipline process based on the principle of using the least severe action necessary to correct disciplinary issues. Progressive discipline increases the severity of consequences for a faculty member's inability or unwillingness to correct behavior after a reasonable time and appropriate measures of success. The process of progressive discipline may include verbal warnings, written reprimands, a Performance Improvement Plan (PIP), reduction in pay, suspension with or without pay, or termination as appropriate to the specific facts of the case. However, the College retains the right to initiate corrective action at any level up to and including termination, as appropriate to the circumstances/just cause for discipline. Such circumstances may include, but are not limited to, malfeasance, abuse of co-workers, students or members of the public.

### **18.05.01 Just Cause for Discipline/Basis for Dismissal for Cause**

A tenured academic employee is not dismissed by the College except for sufficient cause, nor is a full-time academic employee dismissed prior to the written terms of their appointment except for sufficient cause. Sufficient cause may include, but is not limited to:

- a) Demonstrated incompetence in their professional assignment.
- b) Proven neglect of recognized duties.
- c) Conviction of any unlawful act of violence, fraud, or state or federal violations, whether on or off campus.
- d) Proven unlawful act resulting in destruction of College property.
- e) Proven unlawful interference with the orderly conduct of the educational process.
- f) Repeat infraction(s) which previously resulted in temporary reduction of pay.

### **18.05.02 Alignment of Disciplinary Action with Offense**

Any disciplinary action taken regarding a faculty member's behavior shall be appropriate to the behavior which precipitated the action. In determining the discipline to apply, the College will consider the nature and seriousness of the offense and may consider the faculty member's past work record as documented in the faculty member's personnel file within the limits of Article 18.02.

### **18.05.03 Progressive Forms of Action**

Progressive forms of corrective and disciplinary action include:

Corrective actions (non-disciplinary):

- Coaching

Disciplinary actions:

- Verbal warning with written follow up within 5 business days
- Written reprimand, which may include a Professional Improvement Plan or Reduction in pay or suspension without pay
- Dismissal

#### 18.05.04 **Verbal Warnings**

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

#### 18.05.05 **Written Reprimand**

A written reprimand shall include the following elements:

- Purpose
- Policies included
- Incident description
- Policy violation specifics
- Correction action required with timeline for compliance
- Consequences (if applied)
- Improvement Plan (if applied)
- Appeal Rights

#### 18.05.06 **Professional Improvement Plans**

A Professional Improvement Plan (PIP) shall include the following elements:

- Must directly relate to the area[s] of concern
- Must be measurable
- Faculty must be accountable to their supervising dean by submitting a verifiable self-reflection which follows the expectations of a post-tenure report. The burden of proof rests with the faculty member but the determination of successful completion rests with the supervising dean.
- PIPs should be written to provide a reasonable timeline in which the faculty can meet and maintain improvements.
- The supervising dean may extend the timeline for PIP completion.
- Faculty who do not meet the conditions of their PIP will move to Step 4, Disciplinary Letter, Article 18.08.04, and the next level of appropriate discipline, up to and including dismissal proceedings.
- Faculty who successfully meet the conditions of the completed PIP will have documented proof of completion placed in their personnel file by the relevant Dean.

#### 18.05.07 **Reduction in Pay**

At the discretion of the college, faculty under disciplinary action may incur a reduction in pay, if removal from the classroom compromises student learning or impede student progress. Faculty will be notified 15 days in advance. The reduction in pay will be no more than 5 days of the

faculty's per diem rate.

18.05.08 **Suspension**

Faculty may be suspended with or without pay as a disciplinary measure for a period of up to a full contracted year. At the discretion of the President of the college, a six-month period may be approved.

18.05.09 **Dismissal**

The dismissal of faculty during the term of their employment shall be governed by appropriate state statutes as current in chapter 28B.50 RCW. See Article 18.09 Dismissal Process.

**18.06 Administrative Leave during investigation**

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

**18.07 Additional instances of just cause**

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

When a separate action by the faculty under discipline arises, the supervising dean may expedite the timeline outlined in 18.08 (process) from steps 1 to 3 in the disciplinary process.

Should the findings in Step 3 confirm just cause, the disciplinary actions will compound and progress to subsequent levels of the progressive discipline process.

**18.08 Investigatory Process and Disciplinary Meetings**

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

18.08.01 **Notice of Complaint (Step 1)**

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

18.08.02 **Faculty Interview (Step 2)**

**Purpose of Interview**

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

**Notice of Interview**

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

### **Review of materials**

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

18.08.03

### **Disciplinary Meeting (Step 3)**

#### **Purpose of Meeting**

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

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

#### **Notice of Meeting and Review of Materials**

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

#### **No Investigatory Meeting Requirement**

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

18.08.04

### **Disciplinary Letter (Step 4)**

The College shall transmit a letter to the faculty member within 5 (five) business days of the disciplinary meeting formalizing the outcome of the disciplinary meeting. The letter shall describe the nature of the problem, summarize the results of the investigation, set forth the grounds for and nature of the disciplinary action and, as applicable, inform the faculty of the next potential stage(s) of the progressive disciplinary action process should the problem recur.

In the event the disciplinary action communicated involves the dismissal of the faculty member, a copy of the letter shall be sent to the CCCFTT and shall be made available to the Dismissal Review Committee.

## **18.09 Dismissal Process**

### **18.09.01 Faculty Categories Covered**

Dismissal of tenured faculty and the dismissal of probationary or temporary faculty during the term of their appointments shall be governed by the remaining subsections of this Article. It is agreed that this Article provides a means for resolving disputes regarding terminations and that such disputes and the procedures for resolving such disputes shall not be subject to the grievance procedure of this Agreement.

### **18.09.02 Sufficient Cause for Dismissal of a Faculty Member**

A tenured faculty member shall not be dismissed from her/his appointment except for sufficient cause, nor shall a faculty member who holds a probationary or temporary appointment be dismissed prior to the written terms of the appointment except for sufficient cause.

### **18.09.03 Preliminary Proceedings Concerning the Fitness of a Faculty Member**

When reason arises to question the fitness of a faculty member whose appointment has not expired, the immediate administrator shall discuss the matter with her/him in personal conference. The matter may be terminated by mutual consent at this point. If an adjustment does not result within ten (10) business days after having been so informed, the faculty member and a representative of her/his own choosing will be afforded an opportunity to meet with the College President or her/his designee and the immediate administrator. At this preliminary meeting, which shall be deemed an informal settlement negotiation for purposes of RCW 34.05, an adjustment may be mutually agreed upon. If the matter is not settled or adjusted to the satisfaction of the College President, the College President shall recommend that the faculty member be dismissed.

### **18.09.04 Formal Procedures Relating to Dismissal of a Faculty Member**

#### **Notice**

After the College President determines that dismissal proceedings should be initiated, the College President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member, and provide copies to the Dismissal Review Committee and the CCCFTT. The notice shall include:

- A reference to the particular rules of the College that are involved;
- A short and plain statement of the matters asserted;
- A statement describing the faculty member's right to request a hearing;
- A statement of legal authority and jurisdiction under which the hearing may be held.

The affected faculty member shall have twenty (20) business days from service of the notice of dismissal to make a written request for a hearing. If the faculty member fails to serve the College President with a written request for a hearing within the twenty (20) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing shall be

communicated by the College President in writing to the Dismissal Review Committee, the CCCFT, and Board of Trustees. A timely written request for a hearing within the above twenty (20) day period is deemed jurisdictional.

### **Procedural Rights of Affected Faculty Members**

An affected faculty member who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Administrative Procedure Act, RCW 34.05, and shall have the following procedural rights:

- A minimum of ten (10) business days' written notice of the time, date, and location of the hearing.
- The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) business days prior to the hearing on the matter towards which the testimony of the witness is considered material.
- The right to be free from compulsion to divulge information which the faculty member could not be compelled to divulge in a court of law.
- The right to be heard in her/his own defense and to present witnesses, testimony, and evidence on all issues involved.
- The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 34.05.
- The right to be represented by counsel of her/his choosing at her/his expense who may appear and act on her/his behalf at the hearings.
- The right to have witnesses sworn and testify under oath.

### **Conduct of Formal Hearing**

Appointment of Hearing Officer. Upon receipt of a request for a hearing from an affected faculty member, the College President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington or any of its political subdivisions. The CCCFT shall be consulted prior to the appointment of the hearing officer.

Responsibilities of Hearing Officer. It shall be the role of the impartial and neutral hearing officer to conduct the hearing in accordance with RCW 34.05 and this Agreement. The duties of the hearing officer include:

- Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which they could not be compelled to divulge in a court of law;
- Issuing subpoenas;
- Taking or causing depositions to be taken;
- Regulating the course of the hearing;
- Holding conferences for the settlement or simplification of the issues by consent of the parties;
- Disposing of procedural requests or similar matters;
- Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;

- Making arrangements to record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;
- Assisting the Dismissal Review Committee in the conduct of its responsibilities;
- Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;
- Preparing their proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, the written recommendation of the hearing officer will be presented to the College President, the Dismissal Review Committee, the affected faculty member, the CCCFT, and the Board of Trustees;
- Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include: (a) All pleadings, motions, and rulings; (b) All evidence received or considered; (c) A statement of any matters officially noticed; (d) All questions and offers of proof, objections and rulings thereon; (e) Their proposed findings, conclusions of law, and a recommended decision; (f) A copy of the recommendations of the Dismissal Review Committee;
- Assuring that a transcription of the hearing is made and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;
- Deciding, with advice from the Dismissal Review Committee and input from the parties, whether the hearing shall be open or closed or whether particular persons shall be permitted or excluded from attendance.

Responsibilities of Dismissal Review Committee. The responsibilities of the Committee shall be:

- To receive guidance from the hearing officer regarding the conduct of its responsibilities;
- To review the case of the proposed dismissal;
- To attend the hearing and, at the discretion of the hearing officer, call and/or examine any witnesses;
- To hear testimony from all interested parties, including but not limited to, other faculty members and students and review any evidence offered by same;
- To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than twenty-five(25) days after the conclusion of the formal hearing, the written recommendations of the Committee will be presented to the hearing officer, the affected faculty member, the College President, and the CCCFT.

### **Final Decision by the Board of Trustees**

The case shall be reviewed by the Board of Trustees as follows:

- Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.
- The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.
- The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The

Dismissal Review Committee's recommendations and the findings, conclusions, and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision and, if applicable, the effective date of dismissal.

**Effective Date of Dismissals**

The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees.

**Appeal from Final Decision**

Pursuant to RCW 34.05 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of that decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

**18.10 Records**

**18.10.01 Personnel File**

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

**18.10.02 Signatures**

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

**18.10.03 Record Retention**

Record of disciplinary warnings and actions will be kept in the personnel files in Human Resources for a period of five years.

**Article XIX. SEPARATION AND RETIREMENT**

**19.01 Separation/Resignation**

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

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

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

## **19.02 Retirement**

### **19.02.01 Procedure**

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

- By no later than May 1, the academic employee shall notify the appropriate Dean for Student Learning and the Senior Academic Officer in writing of their intent to retire at the end of the current academic year.
- The Office of Human Resources shall assist the employee in determining retirement benefits based on age, employment status and other applicable state retirement provisions. These benefits depend upon the retirement system to which the faculty member belongs. These include:
  - “WSTRS I AND II,” the Washington State Teachers’ Retirement System under [RCW41.32](#).
  - “TIAA-CREF,” the Teachers’ Insurance Annuity Association and the College Retirement Equity Fund under [RCW 28B.10.400](#) and [WAC 131-16](#).
  - “PERS,” Public Employees Retirement System I, II, or III under [RCW41.40](#).

### **19.02.02 Voluntary Employee Benefits Plan (VEBA)**

- The College agrees to contribute to the VEBA Plan (“Plan”) on behalf of all employees in the Cascadia Community College Federation of Teachers (“Group”) defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Enrollment Form to become a Plan participant and be eligible for benefits under the plan.
- All leave cash out contributions to the Plan on behalf of each eligible employee shall be based on the cash-out value of unused leave days to hours accrued by such employee available for contribution. In accordance with [RCW28B.50.553](#), such cash out contributions shall be the equivalent of one (1) day’s current monetary compensation of the employee for every four (4) full days of accrued sick leave.
- For sick leave cash outs, it is understood that all eligible employees will be required to sign and submit to the College a hold harmless agreement complying with [RCW28B.50.553](#) If an eligible employee fails to sign and submit such agreement to the College, the College will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and the eligible employee will not be permitted to participate in the Plan

and remuneration for compensable accrued leave shall be forfeited.

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

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

19.02.03 **Emeritus Status**

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

## Article XX. GRIEVANCE PROCEDURE

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

**20.01 Definition of a Grievance**

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

**20.02 Consolidation of Grievances**

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

**20.03 Timelines and Conferences**

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

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

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

In calculating workdays as used in this Article, those days that fall between the end of the final week of any quarter (i.e. Fall, Winter, and Spring) and the beginning of the next quarter shall be

excluded. Upon mutual consent of all parties, a grievance occurring during or filed within the final thirty (30) days of the Spring quarter may be processed outside of the academic calendar.

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

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

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

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

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

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

## **20.04 Resolution of Grievance**

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

Grievances shall be processed in the following manner:

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

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

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

The written grievance shall state the facts upon which it is based, the applicable provision(s) of this Agreement, and the remedy sought. The grievant shall file a written grievance with the immediate supervisor or designee and copy the CCCFT and the Office of Human Resources. The immediate supervisor or designee shall acknowledge the receipt of the grievance by signing and dating the grievant's copy. In order to address the grievance adequately, the parties shall

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

#### 20.04.02 **Step Two: Senior Academic Officer Level**

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

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

#### 20.04.03 **Step Three: College President Level**

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

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

#### 20.04.04 **Grievance Mediation**

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

of mediation.

If the grievance is not resolved at Step Three either party may, within five (5) days of the written decision, request mediation. If the parties are in agreement that the grievance is suitable for mediation, they will submit a joint request for mediation to a mutually agreed upon provider of mediation services such as the Federal Mediation and Conciliation Service, the Public Employment Relations Commission, or any other organization that provides mediation services. Grievance mediation shall generally be completed within (20) workdays of the request. The twenty (20) workday timeline may only be extended by mutual consent of the parties or in the event a mediator is not available. If the mediation process is not completed within twenty (20) workdays, the College or the CCCFT may withdraw the mediation request and the grievance process shall be resumed.

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

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

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

20.04.05

#### **Step Four: Arbitration Level**

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

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

20.05

#### **Jurisdiction of Arbitrator**

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

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

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

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

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

## **20.06 Protection of Participants in Procedure**

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

## **20.07 Maintenance and Records**

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

# **Article XXI. REDUCTION-IN-FORCE**

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

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

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

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

- Lack of funds
- Reduction of allotments pursuant to RCW 43.88, as now or hereafter amended
- State Board for Community and Technical College declaration of financial emergency pursuant to RCW 28B.50.873 under the following conditions:
  - Reduction of allotments by the Governor pursuant to RCW 43.88.110, or
  - Reduction by the legislature from one (1) biennium to the next or within biennium of appropriated funds based on constant dollars using the implicit price deflator.
- A decline in enrollments or other deficiencies as described in Article 21.05 that results in

reduction, suspension or closure of a program (e.g., degree or certificate level) or discipline (e.g. mathematics, biology, or education).

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

In accordance with the reduction-in-force procedures, the College's intent and priority is to retain as many tenured and tenure track faculty in employment status should a RIF become necessary. The method of reduction will result in the retention of those faculty members and faculty positions needed to provide the educational offerings the College deems essential to serving the needs of students and the community.

Reduction will be done in the following order (e.g., with employees in Category 1 being laid-off before employees in Category 2):

- (Category 1) Full-Time Tenure Track Faculty
- (Category 2) Full-Time Tenured Faculty

## **21.03 Seniority**

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

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

- Individuals who teach in the unit, as their primary unit (as specified in the initial offer letter), shall have seniority over individuals who teach in the unit as a non- primary area
- First date of signature of an employment contract
- Receipt of employee qualifications in the Office of Human Resources

### **21.03.01 Date of employment application**

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

## **21.04 RIF Units**

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

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

<b>Cascadia College RIF Units</b>
Adult Basic Education
AIIS
Anthropology
Art
Biology
Astronomy
Business/Accounting
Chemistry
Communication (Multi- cultural Communications & Speech Communications)
Developmental English
Developmental Math
Earth Sciences
Economics
Engineering
English
Environmental Science
ESL (English as a Second Language)
Geography
Geology
History
Information Technology (was BIT)
Mathematics
Philosophy
Physics
Political Science
Psychology
Sociology
Spanish

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

Establishing the seniority lists described above, faculty will be placed in the discipline or discipline clusters which reflects their area of original hire with appropriate seniority from date

of such assignment. Each Full-Time Faculty member holding a probationary or tenured faculty appointment shall automatically qualify for an additional assignment to any reduction-in-force unit (not to exceed four (4) RIF units) in which they have been assigned at least fifteen (15) credits during the previous three (3) years including summer and moonlight assignments.

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

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

## **21.05 Implementation Process**

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

### **21.05.01 Financial Hardship or High-Cost Discipline/Program**

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

- seek volunteers to adjust or reduce teaching load to match demand; e.g., twenty (20) credits in fall, fifteen (15) credits in (usual) winter, and ten (10) credits in spring);
- seek volunteers to teach a smaller number of credits and adjust the salary rate proportionately;
- seek volunteers to teach an alternative sequence of quarters rather than the regular academic year of fall, winter, and spring (e.g., fall, winter, and summer quarters) as their normal contract;
- seek volunteers to teach two (2) regular quarters and take one (1) quarter leave without pay;
- seek volunteers to retire early;
- consider reassigning faculty to non-teaching duties so that other faculty can have the opportunity to teach in the classroom;
- encourage faculty applications for non-salaried educational leave to improve the faculty member's flexibility in teaching assignments;
- any other adjustments which are in compliance with state laws and regulations and that are agreed to by the College and the CCCFT.

## 21.05.02

### **Review of Disciplines and Programs**

A discipline or program may be eliminated due to the presence of deficiencies (Article 21.01) that cannot be resolved in an efficient and timely manner as described below.

Deficiencies may include such concerns as but not limited to:

- a decline in program or discipline enrollments,
- a lack of currency with industry or academic standards, or
- job market needs that no longer make the program or discipline viable.

Programs shall, as part of their routine review by their respective discipline groups and the Student Learning Council, be placed in one (1) of three (3) categories, as listed below. For programs in 'Focus Status' the College will determine what resources are available to provide additional support.

- **Good Standing:** The program or discipline has adequate enrollments and no significant deficiencies. The Student Learning Council will make its recommendation to the Senior Academic Officer for their review and approval.
- **Focus Status:** The program has significant deficiencies identified in the program review or low enrollments, which require attention and improvement. A program placed in Focus Status will be assigned a timeframe, usually nine (9) to twelve (12) months, in which to address the concerns placing it in this category. The appropriate Dean for Student Learning will lead this process and provide a status report to the Student Learning Council by June 1. The Student Learning Council will recommend to the Senior Academic Officer for their approval that the program be moved to Good Standing, retained in Focus Status or moved to Termination Status.
- **Termination:** If deficiencies are identified through the program review process that cannot be resolved, the Senior Academic Officer or designee, after considering the recommendation of the Student Learning Council, shall determine if a period of inactivity is appropriate. If the discipline or program is terminated, the College shall identify a program closure timeline and develop a plan that assures the needs of students currently enrolled in a degree or certificate program are met through classes at the college or provided through other institutions.

## 21.05.03

### **Determining Reduction-in-Force**

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

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

If the Board of Trustees concludes that a reduction in faculty is necessary, the CCCFT shall be

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

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

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

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

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

- A statement of the legal authority and jurisdiction the President possesses to implement a reduction-in-force.
- A statement explaining the reasons for the reduction-in-force and clearly indicating that separation is not due to employee job performance and hence is without prejudice to such employee. The notice shall also clearly indicate the basis for selection of the affected faculty member.
- The notice will also indicate the effective date of separation from service.

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

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

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

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

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

The Office of Human Resources shall create and maintain Recall Lists for each affected reduction-

in-force unit within the College. The names of those full-time faculty members shall be placed on the appropriate Recall Lists according to seniority and institutional need within a given discipline.

Recall in each RIF unit shall be in order of seniority; those qualified full-time faculty members at the highest levels of seniority will be the first ones considered for recall. The right of recall shall extend three (3) calendar years from the date of actual separation.

No new hires shall be permitted to fill faculty member vacancies in the RIF unit unless there are no qualified or available faculty members on the Recall Lists to fill the vacancies.

The College shall notify the CCCFT, in writing at least two (2) days prior to making any such anticipated offers of employment to faculty on recall, and shall notify the CCCFT, in writing, of the results of such offers, within five (5) workdays of the final outcome of such offers.

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

A full-time faculty member on recall shall have the first right of refusal to any part-time assignments in their reduction-in-force unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established. This Article does not remove the College's right to choose to not rehire an associate faculty member.

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

The College will assume that any full-time faculty member that does not respond to an offer for a part-time assignment within five (5) workdays of the receipt of written notice of the offer will have refused that offer. The College will assume that any faculty member that does not respond to an offer of recall to a full-time position within twenty (20) workdays of receipt of written notice of the offer to have refused that recall offer. The name of any full-time faculty member refusing a recall offer to a full-time teaching assignment shall be removed from the Recall List, and said faculty member will no longer be considered eligible for recall. It is the responsibility of those full-time faculty members desiring recall to furnish the College in writing with the appropriate addresses to which notices and other pertinent recall information can be sent. Upon recall, the full-time faculty member shall retain all benefits such as sick leave, tenure if received prior to the lay-off, and salary schedule placement, which had accrued up to the date of separation. Notice of recall shall be sent by certified mail.

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

**Article XXII. NO STRIKE/NO LOCK OUT**

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

**Article XXIII. SAVINGS CLAUSE**

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

**Article XXIV. DURATION OF THE AGREEMENT**

This agreement shall remain in force and effect from July 01, 2025, until and including June 30, 2028.

Cascadia Community College  
Federation of Teachers

Cascadia College  
District No. 30

\_\_\_\_\_  
Mr. David Shapiro

\_\_\_\_\_  
Dr. Eric Murray, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CCFT Bargaining Team  
Mr. David Shapiro  
Ms. Sharon Saxton

CC Administrative Bargaining Team  
Dr. Kerry Levett  
Dr. Erik Tingelstad

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

### **APP.01**      **Scope of Appendix**

Terms and conditions of the Master Agreement (CBA) apply except as specifically noted in the Master Agreement OR set out below as separate terms and conditions of employment.

Throughout the Master Agreement, in all places that the terms “Tenured Faculty” or “Tenure-Track Faculty” appear, it is to be understood that these articles apply equally to Permanent Status Faculty or Permanent Status Track Faculty. Except as specifically covered in this appendix, in the master agreement where the term Tenure or Tenure Track is used, for the purposes of academic employees covered under this appendix the terms Permanent Status or Permanent Status Track shall be substituted.

### **APP.02**      **Definition**

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

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

### **APP.03**      **Purpose**

The purpose of permanent status is to protect academic employee rights and academic employee involvement in the establishment and protection of these rights and to define

a reasonable and orderly process for the appointment of academic employees to permanent status and for the non-renewal of probationary academic employees.

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

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

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

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

**APP.06****RIF Units**

Permanent Status faculty members shall be subject to the same conditions for reduction-in-force as are tenured and tenure-track faculty members, according to the RIF unit in which they are placed. At the time of this contract, there are no units with Permanent Status faculty.

APPENDIX B: Adjunct Faculty Pay Schedule as of July 1, 2025

<b>Probationary Associate Faculty Salary Schedule</b>					
<b>New Lecture Weekly Contact Hour Rate</b>	<b># of Weekly Contact hours</b>	<b>Total Pay/Qtr.</b>	<b># of Payments</b>	<b>Amount per Payment</b>	<b>Actual Pay/Qtr. Hourly Rate \$115.50</b>
\$ 1,270.49	1.00	\$ 1,270.49	6.00	\$ 211.75	\$ 1,270.50
\$ 1,270.49	2.00	\$ 2,540.98	6.00	\$ 423.50	\$ 2,541.00
\$ 1,270.49	3.00	\$ 3,811.48	6.00	\$ 635.25	\$ 3,811.50
\$ 1,270.49	4.00	\$ 5,081.97	6.00	\$ 847.00	\$ 5,082.00
\$ 1,270.49	5.00	\$ 6,352.46	6.00	\$ 1,058.74	\$ 6,352.50
\$ 1,270.49	6.00	\$ 7,622.95	6.00	\$ 1,270.49	\$ 7,623.00
\$ 1,270.49	7.00	\$ 8,893.44	6.00	\$ 1,482.24	\$ 8,893.50
\$ 1,270.49	8.00	\$ 10,163.94	6.00	\$ 1,693.99	\$ 10,164.00
\$ 1,270.49	9.00	\$ 11,434.43	6.00	\$ 1,905.74	\$ 11,434.50
\$ 1,270.49	10.00	\$ 12,704.92	6.00	\$ 2,117.49	\$ 12,705.00
\$ 1,270.49	11.00	\$ 13,975.41	6.00	\$ 2,329.24	\$ 13,975.50
\$ 1,270.49	12.00	\$ 15,245.91	6.00	\$ 2,540.99	\$ 15,246.00
\$ 1,270.49	13.00	\$ 16,516.40	6.00	\$ 2,752.73	\$ 16,516.50
\$ 1,270.49	14.00	\$ 17,786.89	6.00	\$ 2,964.48	\$ 17,787.00
\$ 1,270.49	15.00	\$ 19,057.38	6.00	\$ 3,176.23	\$ 19,057.50

**Note - 1 Lecture Credit = 11.0 Contact Hours  
1 quarter at 15 credits = 165 Contact Hours**

**Full Associate Faculty Salary Schedule  
(Includes former Senior Associate Faculty)**

<b>New Lecture Weekly Contact Hour Rate</b>	<b># of Weekly Contact hours</b>	<b>Total Pay/Qtr.</b>	<b># of Payments</b>	<b>Amount per Payment</b>	<b>Actual Pay/Qtr. Hourly rate \$118.55</b>
\$ 1,304.08	1.00	\$ 1,304.08	6.00	\$ 217.35	\$ 1,304.05
\$ 1,304.08	2.00	\$ 2,608.16	6.00	\$ 434.69	\$ 2,608.10
\$ 1,304.08	3.00	\$ 3,912.24	6.00	\$ 652.04	\$ 3,912.15
\$ 1,304.08	4.00	\$ 5,216.32	6.00	\$ 869.39	\$ 5,216.20
\$ 1,304.08	5.00	\$ 6,520.40	6.00	\$ 1,086.73	\$ 6,520.25
\$ 1,304.08	6.00	\$ 7,824.48	6.00	\$ 1,304.08	\$ 7,824.30
\$ 1,304.08	7.00	\$ 9,128.56	6.00	\$ 1,521.43	\$ 9,128.35
\$ 1,304.08	8.00	\$ 10,432.64	6.00	\$ 1,738.77	\$ 10,432.40
\$ 1,304.08	9.00	\$ 11,736.72	6.00	\$ 1,956.12	\$ 11,736.45
\$ 1,304.08	10.00	\$ 13,040.80	6.00	\$ 2,173.47	\$ 13,040.50
\$ 1,304.08	11.00	\$ 14,344.88	6.00	\$ 2,390.81	\$ 14,344.55
\$ 1,304.08	12.00	\$ 15,648.96	6.00	\$ 2,608.16	\$ 15,648.60
\$ 1,304.08	13.00	\$ 16,953.04	6.00	\$ 2,825.51	\$ 16,952.65
\$ 1,304.08	14.00	\$ 18,257.12	6.00	\$ 3,042.85	\$ 18,256.70
\$ 1,304.08	15.00	\$ 19,561.20	6.00	\$ 3,260.20	\$ 19,560.75

**Note - 1 Lecture Credit = 11.0 Contact Hours  
1 quarter at 15 credits = 165 Contact Hours**

## Priority Hire Associate Faculty Salary Schedule

<b>New Lecture Weekly Contact Hour Rate</b>	<b># of Weekly Contact hours</b>	<b>Total Pay/Qtr.</b>	<b># of Payments</b>	<b>Amount per Payment</b>	<b>Actual Pay/Qtr. Hourly rate \$132.80</b>
\$ 1,460.79	1.00	\$ 1,460.79	6.00	\$ 243.47	\$ 1,460.80
\$ 1,460.79	2.00	\$ 2,921.58	6.00	\$ 486.93	\$ 2,921.60
\$ 1,460.79	3.00	\$ 4,382.37	6.00	\$ 730.40	\$ 4,382.40
\$ 1,460.79	4.00	\$ 5,843.16	6.00	\$ 973.86	\$ 5,843.20
\$ 1,460.79	5.00	\$ 7,303.95	6.00	\$ 1,217.33	\$ 7,304.00
\$ 1,460.79	6.00	\$ 8,764.74	6.00	\$ 1,460.79	\$ 8,764.80
\$ 1,460.79	7.00	\$ 10,225.53	6.00	\$ 1,704.26	\$ 10,225.60
\$ 1,460.79	8.00	\$ 11,686.32	6.00	\$ 1,947.72	\$ 11,686.40
\$ 1,460.79	9.00	\$ 13,147.11	6.00	\$ 2,191.19	\$ 13,147.20
\$ 1,460.79	10.00	\$ 14,607.90	6.00	\$ 2,434.65	\$ 14,608.00
\$ 1,460.79	11.00	\$ 16,068.69	6.00	\$ 2,678.12	\$ 16,068.80
\$ 1,460.79	12.00	\$ 17,529.48	6.00	\$ 2,921.58	\$ 17,529.60
\$ 1,460.79	13.00	\$ 18,990.27	6.00	\$ 3,165.05	\$ 18,990.40
\$ 1,460.79	14.00	\$ 20,451.06	6.00	\$ 3,408.51	\$ 20,451.20
\$ 1,460.79	15.00	\$ 21,911.85	6.00	\$ 3,651.98	\$ 21,912.00

**Note - 1 Lecture Credit = 11.0 Contact Hours  
1 quarter at 15 credits = 165 Contact Hours**

## Senior Priority Hire Associate Faculty Salary Schedule

<b>New Lecture Weekly Contact Hour Rate</b>	<b># of Weekly Contact hours</b>	<b>Total Pay/Qtr.</b>	<b># of Payments</b>	<b>Amount per Payment</b>	<b>Actual Pay/Qtr. Hourly rate \$135.53</b>
\$ 1,490.79	1.00	\$ 1,490.79	6.00	\$ 248.47	\$ 1,490.83
\$ 1,490.79	2.00	\$ 2,981.58	6.00	\$ 496.93	\$ 2,981.66
\$ 1,490.79	3.00	\$ 4,472.37	6.00	\$ 745.40	\$ 4,472.49
\$ 1,490.79	4.00	\$ 5,963.16	6.00	\$ 993.86	\$ 5,963.32
\$ 1,490.79	5.00	\$ 7,453.95	6.00	\$ 1,242.33	\$ 7,454.15
\$ 1,490.79	6.00	\$ 8,944.74	6.00	\$ 1,490.79	\$ 8,944.98
\$ 1,490.79	7.00	\$ 10,435.53	6.00	\$ 1,739.26	\$ 10,435.81
\$ 1,490.79	8.00	\$ 11,926.32	6.00	\$ 1,987.72	\$ 11,926.64
\$ 1,490.79	9.00	\$ 13,417.11	6.00	\$ 2,236.19	\$ 13,417.47
\$ 1,490.79	10.00	\$ 14,907.90	6.00	\$ 2,484.65	\$ 14,908.30
\$ 1,490.79	11.00	\$ 16,398.69	6.00	\$ 2,733.12	\$ 16,399.13
\$ 1,490.79	12.00	\$ 17,889.48	6.00	\$ 2,981.58	\$ 17,889.96
\$ 1,490.79	13.00	\$ 19,380.27	6.00	\$ 3,230.05	\$ 19,380.79
\$ 1,490.79	14.00	\$ 20,871.06	6.00	\$ 3,478.51	\$ 20,871.62
\$ 1,490.79	15.00	\$ 22,361.85	6.00	\$ 3,726.98	\$ 22,362.45

**Note - 1 Lecture Credit = 11.0 Contact Hours  
1 quarter at 15 credits = 165 Contact Hours**

**Senior Priority Hire Associate Faculty Salary Schedule  
[High Demand Classes]**

<b>New Lecture Weekly Contact Hour Rate</b>	<b># of Weekly Contact hours</b>	<b>Total Pay/Qtr.</b>	<b># of Payments</b>	<b>Amount per Payment</b>	<b>Actual Pay/Qtr. Hourly rate \$134.16</b>
\$ 1,475.79	1.00	\$ 1,475.79	6.00	\$ 245.97	\$ 1,475.76
\$ 1,475.79	2.00	\$ 2,951.58	6.00	\$ 491.93	\$ 2,951.52
\$ 1,475.79	3.00	\$ 4,427.37	6.00	\$ 737.90	\$ 4,427.28
\$ 1,475.79	4.00	\$ 5,903.16	6.00	\$ 983.86	\$ 5,903.04
\$ 1,475.79	5.00	\$ 7,378.95	6.00	\$ 1,229.83	\$ 7,378.80
\$ 1,475.79	6.00	\$ 8,854.74	6.00	\$ 1,475.79	\$ 8,854.56
\$ 1,475.79	7.00	\$ 10,330.53	6.00	\$ 1,721.76	\$ 10,330.32
\$ 1,475.79	8.00	\$ 11,806.32	6.00	\$ 1,967.72	\$ 11,806.08
\$ 1,475.79	9.00	\$ 13,282.11	6.00	\$ 2,213.69	\$ 13,281.84
\$ 1,475.79	10.00	\$ 14,757.90	6.00	\$ 2,459.65	\$ 14,757.60
\$ 1,475.79	11.00	\$ 16,233.69	6.00	\$ 2,705.62	\$ 16,233.36
\$ 1,475.79	12.00	\$ 17,709.48	6.00	\$ 2,951.58	\$ 17,709.12
\$ 1,475.79	13.00	\$ 19,185.27	6.00	\$ 3,197.55	\$ 19,184.88
\$ 1,475.79	14.00	\$ 20,661.06	6.00	\$ 3,443.51	\$ 20,660.64
\$ 1,475.79	15.00	\$ 22,136.85	6.00	\$ 3,689.48	\$ 22,136.40

**Note - 1 Lecture Credit = 11.0 Contact Hours  
1 quarter at 15 credits = 165 Contact Hours**