

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE EVERGREEN STATE COLLEGE**

**AND**

**UNITED FACULTY OF EVERGREEN**

**November 12, 2008 – August 31, 2011**

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## **PREAMBLE**

This Collective Bargaining Agreement (the “Agreement”) is entered into between The Evergreen State College, the employer, hereinafter referred to as the “College” or “Evergreen”, and the United Faculty of Evergreen, the union, hereinafter referred to as the “UFE”, in support of the College’s Mission.

As one of the nation’s leading interdisciplinary liberal arts colleges, Evergreen’s mission is to sustain a vibrant academic community and offer students an education that will help them excel in their intellectual, creative, professional and community service goals.

Promoting the College’s mission is the shared responsibility of the faculty and the College administration. Through teaching, relationships with students, and active participation in College-wide governance, faculty members have both the responsibility and the latitude to develop and deliver a curriculum that provides students with an education that embodies the “Five Foci” and “Six Expectations” of an Evergreen education, set forth in Appendix A of this Agreement. By creating an administrative culture that mirrors the College’s pedagogy (interdisciplinary, collaborative learning environments) and using human and physical resources to support teaching and learning, the administration supports the faculty in performing its vital role.

The purpose of this Agreement is to set forth the understandings between UFE and the College applicable to faculty members at the College. The parties recognize that in implementing this Agreement, a harmonious working relationship between the parties, based on the principles of collaboration and mutual respect, will help them best achieve common objectives.

## **ARTICLE 1: UFE RECOGNITION**

1.1 UFE is the exclusive bargaining representative regarding matters of wages, hours, and terms and conditions of employment, for the bargaining unit as certified by the Public Employment Relations Commission in Case 20368-E-06-3150:

All full-time or regular part-time employees of The Evergreen State College who are either designated with faculty status or perform faculty duties as defined in the faculty governance documents of the employer, excluding casual or temporary employees (as defined in WAC 391-350(2)), administrators, confidential employees, graduate student employees, postdoctoral and clinical employees, and all other employees of the employer.

## **ARTICLE 2: SHARED GOVERNANCE**

2.1 The UFE and the College recognize the College’s history of shared governance through which the faculty historically has provided recommendations to the Board of Trustees, through the Provost and President, on matters of academic policy. The parties support the principle of shared governance and the College’s faculty governance structures, including the Faculty Agenda Committee and the Faculty Meeting, as found in the Faculty Handbook. They also recognize that in light of the UFE’s role as the exclusive

bargaining representative for the faculty, the role historically played by the College's governance structures will change.

- 2.2 As the faculty's exclusive bargaining representative, UFE is responsible for representing the faculty's interests with respect to wages, hours and working conditions.
- 2.3 Faculty governance shall be concerned with making recommendations to the College and the Board of Trustees, or its designee, on academic matters and issues relating to the intellectual life of the College, which are, by way of illustration, but not limited to:
  - 2.3.1 Curriculum development, narrative evaluations, and other issues of academic standards;
  - 2.3.2 Standards and policies for the admission, retention, and graduation of students, including transfer students;
  - 2.3.3 Standards and policies for the granting of honorary degrees and awards for students;
  - 2.3.4 Priorities for faculty hiring and the standards and policies used in identifying successful applicants, particularly: ensuring a consultative process that involves faculty, students and staff in the identification of hiring priorities and appropriate recruiting sources and strategies; developing applicant pools sufficiently diverse to enhance the College's ability to attain its affirmative action and diversity goals; attracting candidates who possess the characteristics and qualifications essential to effective interdisciplinary and collaborative teaching; and involving the Evergreen community in screening, interviewing and hosting candidates.
- 2.4 Should the roles of UFE and the shared governance structures overlap, UFE will endeavor to work collegially with the Faculty Agenda Committee to address particular issues.

### **ARTICLE 3: ACADEMIC FREEDOM**

- 3.1 UFE and the College agree that the principle of academic freedom is essential to fulfilling the mission of the College, and agree to adhere to the principles described in this Article. The 1940 American Association of University Professors' (AAUP) Statement of Principles on Academic Freedom and Tenure, along with the 1970 Interpretive Comments to that statement, was used as a source from which these principles were primarily drawn.
- 3.2 UFE and the College agree that the College, as other institutions of higher education, is conducted for the common good, which depends upon the free search for truth and its free exposition. Fundamental to that purpose is academic freedom, which applies to both teaching and research. Members of the faculty are entitled to full freedom in their teaching and research and in the dissemination of their ideas consistent with the First Amendment.

- 3.3 Academic freedom and responsibility are inseparable and must be considered simultaneously; they are shared by all members of the academic community. Faculty members are entitled to full freedom in research and in the publication of results, subject to the adequate performance of their other academic duties. Faculty members are entitled to freedom in the classroom in discussing a subject, but they should be careful not to introduce into their teaching matters that have no relation to the subject.
- 3.4 Faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community carries with it certain obligations. As “persons of learning,” faculty members need to be aware that the public may judge their profession and the College by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate whether or not they are speaking for the College.

#### **ARTICLE 4: NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 4.1 Compliance With State and Federal Law. The parties acknowledge their mutual support for equal employment opportunity and their commitment to abide by all State and Federal law regarding nondiscrimination and affirmative action in the workplace.
- 4.2 Affirmative Action. The parties support and will cooperate in the implementation of the College’s affirmative action programs. The College’s Affirmative Action Plan will be provided to the UFE at the time of its implementation/renewal.
- 4.3 Prohibition of Discrimination, Sexual and Other Forms of Harassment. Neither the College nor UFE shall discriminate against or harass any employee because of age, sex, national origin, race, color, creed, religion, gender identity or expression, sensory, mental or physical disability, sexual orientation, marital status or union membership.
- 4.4 College Policies. The College Non-Discrimination Policies and Procedures, available on the College website and at the College’s Human Resource Services, provide further information for individuals regarding discrimination and sexual and other forms of harassment, as well as directions regarding how individuals may report concerns.
- 4.5 Actions for Violations of this Article. Faculty members may challenge practices or actions that they allege violate the provisions of Sections 4.1 and 4.3 through the College’s Non-Discrimination Policies and Procedures, and/or using those remedies available through applicable law. Alleged violations of Sections 4.1 and 4.3 shall not be the subject of grievances under Article 22.

#### **ARTICLE 5: FACULTY MEMBERSHIP**

- 5.1 Members of the Faculty. The College seeks to avoid the hierarchical distinctions in faculty rank characterizing traditional institutions. While faculty members may carry different types of appointments as described in this Article, all faculty members shall be appointed to the rank of “Member of the Faculty.” In those cases where indication of a

professional specialty is relevant, designation of particular discipline(s) can be made in parentheses (*e.g.*, “Member of the Faculty (Biology)”).

- 5.2 Regular Faculty. Regular faculty members are hired to teach broadly across the curriculum, with the expectation that successful performance of their responsibilities will lead to a continuing position. Faculty members hired into a regular position will be given an initial, probationary contract of three (3) years. (A faculty member may be appointed to an initial, continuing contract in those circumstances described in Section 8.4.2). If the faculty member meets the standards and criteria for reappointment described in Section 8.2, he or she will receive a second three-year term contract. If the faculty member meets the standards and criteria for conversion described in Section 8.4, a second term contract leads to a continuing contract. Regular faculty members who have received a continuing contract have a continuing appointment until the time of their retirement/resignation unless their employment is terminated in accord with this Agreement. Regular faculty appointments may be full-time or half-time, based on the needs of the College.
- 5.2.1 Regular faculty may be hired to teach primarily in the full-time, day-time curriculum or in Evening and Weekend Studies. Faculty teaching primarily in the full-time, day-time curriculum or in Evening and Weekend Studies may, with the concurrence of present and prospective colleagues and the approval of the academic deans, teach in another area of the curriculum.
- 5.2.2 Regular faculty may be hired to teach in specific programs: the Tacoma Program, the Reservation-Based/Community Determined Tribal Program, or one of the graduate programs. Faculty members whose specific responsibilities lie within a particular program will be expected to rotate regularly into other areas of the curriculum.
- 5.2.3 Regular faculty may be hired to work in the library. Library faculty have responsibilities specific to their positions in the library, and are also required to rotate regularly into other areas of the curriculum, as described in Article 6.
- 5.2.4 The President and Provost may hold regular faculty status, but are not members of the bargaining unit and are not covered by this Agreement. Regular faculty members may accept administrative assignments as academic deans, the dean of the library or directors of a program. Faculty members retain their regular faculty status during any such assignment, but those who accept a full-time administrative assignment are not members of the bargaining unit and are not covered by this Agreement while serving in that assignment.
- 5.3 Temporary Faculty: Visiting and Adjunct. Temporary faculty members are hired to fill needs in the curriculum on a limited-term basis. A person holding such a contract cannot expect that success in meeting the terms of a temporary contract will lead to the offer of another temporary position. Temporary faculty members may be offered either visiting or adjunct contracts.

- 5.3.1 Visiting Appointments. A visiting appointment will be given to a temporary faculty member who is hired to teach an academic offering that provides students with an eight (8) or greater credit-hour load. Visiting appointments are usually for one (1) year, but may exceed one (1) year when the criteria described in Section 9.3 are met.
- 5.3.2 Adjunct Appointments. An adjunct appointment will be given to a temporary faculty member who is hired to teach an academic offering that provides students with less than an eight (8) credit-hour load. Adjunct appointments are usually for one (1), two (2) or three (3) quarters, but may be multi-year when the criteria described in Section 9.2 are met.
- 5.3.3 Temporary faculty may be issued both a visitor and adjunct contract within the same contract period.
- 5.4 Post-Retirement Faculty. Faculty members with continuing appointments who are in good standing and are willing to relinquish their continuing faculty property right shall receive, upon their request, a post-retirement contract to teach up to five (5) quarters over a period of five (5) years. With approval of the Provost, a faculty member's post-retirement contract may be extended to permit teaching an additional three (3) quarters over a period of three (3) years.
- 5.5 Administrative Faculty. The primary responsibility of administrative faculty members is to administer a defined program (*e.g.*, the Writing Center, the Quantitative Reasoning Center) that directly supports student instruction. Administrative faculty members are on renewable three (3)-year term contracts that do not lead to continuing appointment.
- 5.6 Other Faculty. The College may use the term "faculty" to describe persons filling roles valuable to the institution but not directly responsible for the generation of credit. Faculty members in such roles, including resource faculty, exchange faculty or emeritus faculty, are not included in the bargaining unit and are not subject to the terms of this Agreement.

## **ARTICLE 6: PROFESSIONAL RESPONSIBILITIES**

### **6.1 General Responsibilities**

- 6.1.1 Social Contract. All faculty members are obliged to abide by the Social Contract (WAC 174-121-010) and the Statement of Professional Ethics as adopted by the AAUP in 1987, as set forth in Appendix B.
- 6.1.2 Participating in College Affairs. All faculty members are expected to uphold the value of shared governance by participating in College affairs, including governance assignments deemed important by the Faculty Agenda Committee and College administration. A faculty member may also contribute to the College community and the wider community in other ways; the value of such contributions should be clearly evident in community recognition.



## 6.2 Responsibilities of Faculty Members Who Award Credit.

6.2.1 Teaching. A faculty member is expected to teach well as judged by peers, students, the deans, and the Provost. Teaching well includes:

- (a) Demonstrating command of the curricular material and the means for helping students learn it.
- (b) When teaching in teams, meeting team teaching requirements: co-planning the program curriculum, weekly participation in a faculty seminar on the intellectual content of the program (or an alternative plan approved by the deans), and attendance at all program activities required by the teaching team.
- (c) Contributing to the learning environment: designing and executing parts of a program's curriculum, demonstrating subject matter expertise, offering interdisciplinary approaches to material, counseling and advising students, facilitating a stimulating and challenging atmosphere, offering innovative work in seminars, lectures, labs, workshops and field work, and sponsoring individual contracts and internships effectively.
- (d) Fostering students' intellectual and cognitive development.
- (e) Fostering students' abilities to communicate well.
- (f) Displaying intellectual vitality.

6.2.2 Meeting commitments. A faculty member is expected to meet commitments made to students, colleagues, staff, and the College, as judged by peers, students, the deans, and the Provost. These commitments include:

- (a) Submitting program covenants and syllabi by the end of the second week of each quarter.
- (b) Adhering to program or course covenants and syllabi, and curriculum planning unit and graduate program obligations.
- (c) Writing an evaluation of teaching colleagues at the end of each program. Collegial evaluations must address how well a colleague has met his/her responsibilities as outlined in this Article.
- (d) Writing a self-evaluation at the end of each academic year during which the faculty member teaches at the College.
- (e) Submitting, for each student the faculty member is responsible for evaluating, a timely evaluation that complies with applicable provisions of the Faculty Handbook.

- 6.3 Additional Responsibilities of All Regular Faculty Members. In addition to those responsibilities described in Sections 6.1 and 6.2, all regular faculty members are responsible for:
- 6.3.1 Participating actively in the development, implementation, and assessment of the College-wide curriculum through planning groups established for this purpose (planning units, graduate programs, Tacoma, reservation-based and other branch programs, or others that may form in the future).
  - 6.3.2 Continuing his or her professional development as evidenced by his or her new learning in Evergreen programs and, if appropriate, as evidenced in his or her independent creative or scholarly work.
  - 6.3.3 Serving on conversion panels for candidates seeking appointment as faculty members on continuing appointment and on review panels for the review of faculty members on continuing appointment.
  - 6.3.4 Participating in faculty hiring.
  - 6.3.5 Maintaining a portfolio documenting that the faculty member is meeting the responsibilities identified in this Article.
  - 6.3.6 Participating in faculty reviews as required prior to the conversion process, and one every five (5) years thereafter.
- 6.4 Additional Responsibilities of Regular Faculty Members Other Than Library Faculty Members. In addition to those responsibilities described in Sections 6.1 through 6.3, regular faculty members other than library faculty members are responsible for College-wide curriculum development, implementation and assessment. Specifically:
- 6.4.1 Meeting Rotation and Team Teaching Requirements. Regular faculty members on continuing appointment must teach with at least five (5) different faculty members during every fifteen (15) quarters (excluding summer quarters). The deans and the Provost, acting collectively, may waive one or more of the requirements listed in this paragraph for a particular faculty member. This waiver may be given only when the faculty member has been requested to meet an extraordinary demand in the College curriculum, or to account for faculty leave.
  - 6.4.2 Teaching Students at Varying Points in Their Educational Development.
    - (a) Regular faculty members teaching in the undergraduate curriculum are expected to divide their teaching between beginning and more advanced students. In a given four (4)-year teaching cycle, faculty are expected to teach in at least the equivalent of one (1) year-long program designed primarily for first-year students, or two (2) year-long programs designed primarily for lower division students, or three (3) year-long programs designed as all-level.

- (b) In addition to their responsibilities within the graduate programs, regular faculty members teaching in graduate programs are expected to teach in the undergraduate curriculum on a regular basis. Graduate programs should encourage rotation into graduate programs by faculty members who teach primarily in the undergraduate program.

- 6.5 Additional Responsibilities of Library Faculty Members. Library faculty members work closely with faculty and students to provide instructional support to the academic programs and courses. Responsibilities include performing reference and instructional services, bibliographic research and organization, information retrieval, media skills, disciplinary knowledge, scholarship, and professional competencies in library services and library-related teaching appropriate to the faculty member's position description. Library faculty members are also responsible for teaching full-time one (1) quarter out of every nine (9), affiliating with a planning unit, contributing to curriculum planning and participating in library governance activities as determined by the library dean. When teaching, library faculty members are expected to meet the expectations stated in Section 6.2.
- 6.6 Administrative Faculty Responsibilities. Administrative faculty members work closely with faculty and students to provide instructional support to the curriculum in a defined disciplinary area and are responsible for staff, budget and other administrative responsibilities as assigned. Although award of credit is not a component of such a position, teaching assignments may be negotiated with the curriculum deans for a defined period. Teaching assignments will be contracted separately.

## **ARTICLE 7: FACULTY TEACHING LOAD**

- 7.1 Staffing Levels for Academic Programs. All academic offerings (programs, courses, individual learning, etc., all of which are collectively referred to as "programs" below) will be planned at a targeted student/faculty ratio of 25:1, where a full-time load is the equivalent of one (1) faculty member per twenty-five (25) students, each of whom is registered for sixteen (16) credits per quarter (equivalent to four hundred (400) student credit hours per quarter). Part-time teaching loads are prorated. Student contact time will vary depending on the mode of instruction but must be sufficient to deliver program content associated with meeting stated student learning outcomes and awarded credit. Programs may be planned at a lower student/faculty level as follows:
  - 7.1.1 Programs that offer a minimum of fifty percent (50%) of available seats to first-year students (students who have earned less than forty-five (45) credits) will be planned at a targeted student/faculty ratio of 23:1 (equivalent to three hundred sixty-eight (368) student credit hours per quarter).
  - 7.1.2 All-level programs that offer a minimum of twenty-five percent (25%) of available seats to first-year students will be planned at a targeted student/faculty ratio of 24:1 (equivalent to three hundred eighty-four (384) student credit hours per quarter).

- 7.1.3 Graduate programs will be planned at a targeted student/faculty ratio of 15:1 at a full-time student credit hour load that is not less than eight (8).
  - 7.1.4 Travel abroad programs will be planned at a targeted student/faculty ratio of 15:1.
  - 7.1.5 Programs may, with the concurrence of the curriculum dean(s), be planned at a targeted student/faculty ratio of less than 25:1 where there are facility constraints (*e.g.*, lab or studio space) or where the program is targeted at an under-represented student population. In such cases, the faculty member may be asked to take on additional students as provided in Section 7.2.
  - 7.1.6 With prior approval of the curriculum dean(s), faculty members teaching in the Olympia day program may plan variable load programs over three (3) quarters in an academic year that cumulatively meet the annualized targeted student credit-hour load defined above.
- 7.2 Adjustments to Faculty Teaching Loads Because of Low Enrollment. If actual student enrollment does not meet the targeted student enrollment in a program, then the curriculum dean(s) and the faculty involved will work together to find an acceptable way to address the shortfall in enrollment, including but not limited to, the following:
- 7.2.1 Opening the program to registration of new students;
  - 7.2.2 Adding individual student contracts, courses, lecture series, etc. to the faculty member's workload; and/or
  - 7.2.3 Moving one or more members of a teaching team to other areas of the curriculum where there is a need.
- 7.3 Adjustments to Faculty Teaching Load Because of Curricular Initiatives. The targeted student enrollment levels described in Section 7.1 above may be reduced to allow for new or experimental curricular initiatives on a short-term basis (within a given academic year). Such modifications may be made with the prior approval of the curriculum dean(s), following consultation with affected faculty members.

## **ARTICLE 8: REGULAR FACULTY REAPPOINTMENT AND CONVERSION**

- 8.1 Overview.
  - 8.1.1 Regular faculty members as defined by Section 5.2 of this Agreement are subject to the terms and conditions of this Article.
  - 8.1.2 Criteria used for reappointment and conversion are based on the faculty member's responsibilities as defined in Article 6 of this Agreement and documented in a portfolio as defined in Section 8.6 of this Article.

- 8.1.3 All regular faculty members hired to the College through the established hiring process as defined in the Faculty Handbook will receive an initial three (3)-year term contract. (In the exceptional circumstances explained in Section 8.4.2, the College may hire someone to an initial continuing appointment.) Upon successful review by the deans and the Provost in the third year of the initial term contract, a regular faculty member will be reappointed to a second and final three (3)-year term contract. A regular faculty member may request conversion to continuing status in any year of the second term contract.
- 8.1.4 Summer quarters and quarters taught while in a temporary faculty teaching position do not count towards the accumulation of teaching-equivalent quarters for any of the processes set forth in this Article.

## 8.2 Reappointment of Regular Faculty Members on Term Contract.

### 8.2.1 Conditions.

- (a) A regular faculty member on an initial term contract can only attain the right to a second full-time or half-time three (3)-year term contract with the College by successfully completing the review process outlined in this Article.
- (b) Regular faculty members on term contracts may not teach at the College for more than eighteen (18) quarters unless the faculty member is granted an additional contract as a consequence of his or her successful due process appeal as specified in Section 8.7.
- (c) Regular faculty members on term contracts will be reviewed annually by the deans to determine how well the faculty member is meeting his or her responsibilities as defined in Article 6. This annual review will include a classroom observation, a review of the faculty member's complete and current portfolio (as specified in Section 8.6), and a meeting with the faculty member to discuss his or her work. As part of this meeting the dean will advise the faculty member regarding when she or he might become eligible for conversion to a continuing contract and the process governing such conversions. Within fifteen (15) working days of this meeting the dean will provide to the faculty member a letter summarizing the dean's observations of and reflections about the faculty member's recent work at the College and the dean's overall conclusions about whether the faculty member's work at the College is satisfactory.

### 8.2.2 Procedure. In the third year of a regular faculty member's first three (3)-year term contract:

- (a) By October 15, the faculty member's dean conducts a formal observation of the faculty member's work in one or more settings and evaluates his or her portfolio.

- (b) By October 25, the faculty member meets with his or her dean to discuss how well the faculty member has met the stated responsibilities as documented in the portfolio and the possibility of reappointment to a second three (3)-year term contract.
- (c) By November 1, the dean makes a preliminary decision whether to recommend to the Provost that the faculty member be offered a second three (3)-year term contract. In making this decision, the dean takes account of his or her observations of and interviews with the faculty member and the quality of the portfolio. If the dean makes a preliminary decision not to recommend reappointment, then the dean discusses his or her recommendation with the other deans before sending a final recommendation to the Provost.
- (d) By November 15, the dean writes a letter to the Provost stating the dean's final recommendation (with rationale) and sends a copy of this letter by certified mail to the faculty member.
- (e) By December 1, the Provost reviews the faculty member's file. In making this review, the Provost takes account of the recommendation of the dean, and the quality of the portfolio. The Provost also may interview the faculty member, the deans, and others who have relevant information.
- (f) By December 1, the Provost makes a preliminary decision whether to offer the faculty member a new contract as a regular faculty member on term contract.
- (g) If the Provost makes a preliminary decision contrary to the recommendation of the dean, the Provost meets with the deans to discuss his or her decision before making a final decision.
- (h) By December 15, the Provost writes a letter to the faculty member stating the Provost's final decision (with rationale) whether to offer the faculty member a second three (3)-year term contract. The Provost sends this letter to the faculty member by certified mail.
- (i) If the faculty member is not offered a second term contract, the faculty member will not be offered any other faculty contract for the next academic year.

8.2.3 Reappointment of Library Faculty Members on Term Contract. Requirements and procedures for reappointment of a library faculty member to a second three (3)-year term contract are the same as for all regular faculty members on a term contract as described in Sections 8.2.1 and 8.2.2. In addition, the library faculty members must work with faculty and students in academic programs and teach with at least five (5) different faculty members during every fifteen (15) quarters (the five (5) teaching partners should include both library faculty

members and other regular faculty members) and participate in non-library College governance. Professional responsibilities that pertain specifically to library faculty members are found in Section 6.5.

### 8.3 Review of Regular Faculty Members on Term Appointment.

8.3.1 If the faculty member is offered and accepts a second three (3)-year term contract, the dean who prepared the reappointment letter will convene a panel of regular faculty members who have team-taught with the re-appointed faculty for a review of the faculty member's work at the College.

8.3.2 The review will occur during the spring quarter of the third year of the faculty member's initial term contract (or, if necessary to permit the participation of sufficient teaching partners, during the first year of the faculty member's second term contract). The faculty member will meet with the dean and review panel to discuss the faculty member's contributions to the College and to assess those things that, in the judgment of teaching partners, the faculty member should address in order to meet the criteria for the conversion review described in Section 8.4.1. The panel will provide specific suggestions and strategies for making these improvements. The dean's annual evaluation of the faculty member will summarize the conclusions and recommendations of the review panel.

### 8.4 Conversion of a Regular Faculty Member on Term Contract to a Regular Faculty Member on Continuing Appointment.

#### 8.4.1 Eligibility for Conversion.

- (a) The candidate is a regular faculty member who has been re-appointed to a second three (3)-year term contract.
- (b) The candidate has completed the equivalent of at least nine (9) but not more than eighteen (18) quarters, excluding summer quarters, of work as defined by his or her term contract within, at most, eight (8) years.
- (c) The candidate has taught in interdisciplinary programs with six (6) or more Evergreen faculty, at least three (3) of whom are regular faculty members on continuing appointment at the time of the candidate's conversion, and has taught with each of these faculty members for at least one (1) quarter. The deans and the Provost, acting collectively, may waive one (1) or more of these requirements for a particular faculty member. This waiver may be given only when the faculty member has been requested to meet an extraordinary demand in the College curriculum.
- (d) The candidate has a complete, up-to-date portfolio for all of the quarters that he or she has taught and worked at the College as a regular faculty member on term contract.

8.4.2 In exceptional circumstances, a person new to the College may be offered an initial appointment as a regular faculty member on continuing appointment, if the following two (2) conditions are satisfied. It is expected that this exception will occur rarely and only for the best of reasons.

- (a) The person has fully documented that he or she has successfully completed the equivalent of fifteen (15) quarters of teaching and non-teaching work that is substantially equivalent to the normal work done by a regular faculty member at the College.
- (b) The hiring committee, academic deans, and Provost, with consultation from the President, agree that the person should be offered an initial appointment as a regular faculty member on continuing appointment.

8.4.3 Procedure.

- (a) The deans will inform relevant faculty members that they may meet criteria for conversion during the preceding summer.
- (b) By October 1, the candidate submits his or her complete portfolio and a letter to his or her dean stating that the candidate meets the minimum qualifications for being considered for an appointment as a regular faculty member on a continuing appointment and that the candidate wishes to be considered for such an appointment.
- (c) By October 15, the candidate's dean will make a preliminary determination as to whether the candidate appears to have satisfied all of the minimum requirements for becoming a regular faculty member on continuing appointment. If the dean believes the candidate has met the requirements, the candidate's dean sends a written notice to the College community that the candidate is about to be reviewed for an appointment as a regular faculty member on continuing appointment and invites anyone who wishes to submit a letter or other items for this review to do so. The candidate also may solicit such letters and other items. All such material is due in the dean's office within ten (10) working days of the announcement. The dean makes any and all of this material available to the candidate within ten (10) working days after receiving it and gives the candidate ten (10) working days to respond in writing to any or all of this material in appropriate sections of his or her portfolio.
- (d) By October 31, the candidate's dean assembles a review panel. The review panel consists of:
  - (1) The dean, a non-voting member.
  - (2) All of the available regular faculty members on continuing appointment with whom the candidate has taught at Evergreen



(including those with whom the candidate may have taught while in a temporary faculty position). Retired regular faculty members with whom the candidate has taught will also be notified and invited to participate on the panel. If fewer than four (4) of these faculty members (including retired faculty) are available, then the dean selects other regular faculty members on continuing appointment from the candidate's curriculum planning unit or other planning group to serve on the panel so that there are at least four (4) faculty, excluding the dean, in this group who have taught with the candidate or with whom the candidate has planned curriculum, or both.

- (3) One (1) or two (2) additional regular faculty members on continuing appointment who, in the dean's opinion, can make a contribution to the deliberations of the panel. The dean makes his or her selection from a diverse pool of regular faculty members on continuing appointment selected each year by the Faculty Agenda Committee for this service. The size of this pool will be determined by the Faculty Agenda Committee based on the expected number of review panels for that year. The dean chooses either one (1) or two (2) such faculty depending on what is needed to insure an odd number of voting members on the panel. The dean notifies the candidate of the panel's membership once this is confirmed.
- (e) By October 31, the candidate's dean submits the candidate's portfolio and any other material that the dean has collected to the review panel.
- (f) Between October 31 and February 15, the review panel does all of the following:
  - (1) The panel reviews the candidate's portfolio and all additional material that has been submitted, then meets to determine whether the candidate has in fact met the minimum requirements listed in Section 8.4.1 for being offered a continuing appointment. If not, the panel notifies the candidate of which requirement(s) she or he has not yet met, and invites the candidate to apply again in a succeeding year if she or he will be eligible at that time. If so, the panel decides whether to recommend to the Provost that the candidate be offered an appointment as a regular faculty member on continuing appointment. The panel may choose to interview the candidate or gather additional material. If the panel gathers additional material, then the candidate is offered access to this material and given ten (10) working days to respond in writing to any or all of this material.

- (2) Throughout all of its deliberations, the review panel takes full account of the evaluation and reappointment provisions of this Article, and the panel documents how well, using evidence found in the candidate's portfolio, the candidate has met her or his professional responsibilities as found in Article 6 of this Agreement.
  - (3) If the panel determines that the candidate should not be recommended for conversion, it must conclude that the candidate has been given fair notice to address those failures that are critical in this determination. The deans' annual review letters, including the summary of the recommendations of the review panel described in Section 8.3, shall constitute fair notice.
  - (4) The panel reaches its decision by majority vote – the dean is a non-voting member of the panel – and the dean writes a letter stating the panel's recommendation, giving the reasons for its recommendation and providing the final numerical vote for and against this recommendation. After submitting the letter to the conversion panel for review, the dean forwards the letter to the Provost. The dean sends a copy of this letter by certified mail to the candidate.
- (g) By April 1, the Provost reviews the candidate's record. In making this review, the Provost takes account of the recommendation of the review panel, and reviews the material reviewed by the panel, including the candidate's portfolio. In addition, the Provost consults with the President and may consult the deans, interview the panel members and the candidate, or gather additional material. If the Provost gathers additional material, the candidate is offered access to this material and given ten (10) working days to respond in writing to any or all of this material.
  - (h) If the Provost makes a preliminary decision contrary to the recommendation by the review panel, the Provost meets with the review panel to discuss his or her preliminary decision before making a final decision.
  - (i) By April 15 the Provost writes a letter to the candidate stating the Provost's final decision of whether to offer the candidate an appointment as a regular faculty member on continuing appointment and giving the Provost's reasons for this decision. The Provost sends this letter to the candidate by certified mail.
  - (j) If the candidate is offered and accepts an appointment as a regular faculty member on continuing appointment, his or her appointment

begins with the next academic year or at some other time agreed on by the deans, the Provost and the faculty member. If the candidate is not offered an appointment as a regular faculty member on continuing appointment, the candidate will be offered or otherwise assured of a terminal contract as a regular faculty member on term contract for the next academic year. If the person is a regular faculty member on term contract during this next year, he or she cannot reapply for a position as a regular faculty member on continuing appointment during this next year and the person cannot be appointed a regular faculty member on term contract beyond this next year.

8.4.4 Conversion of a Regular Library Faculty Members on Term Contract to Regular Library Faculty Members on Continuing Appointment. Requirements and procedures for conversion of a library faculty member on term contract are the same as for all faculty members as described in Sections 8.4.1 and 8.4.3. In addition, for a library faculty member on term contract to be offered an appointment as a library faculty member on continuing appointment, the library faculty member on term contract must have taught full-time for at least two (2) quarters in an Evergreen academic program. Among those regular faculty members asked to join the conversion panel should be library faculty members on continuing contract with whom the candidate has worked in the library.

8.5 Review of Regular Faculty on Continuing Appointment.

8.5.1 A regular faculty member on continuing appointment receives annual letters announcing his or her salary and other conditions of employment. Regular faculty on continuing appointment maintain a portfolio as defined in Section 8.6 and once every five (5) years participate in a formal review of their work.

8.5.2 Procedure for Review of Regular Faculty member on Continuing Appointment.

- (a) Every five (5) years, at a time agreed on by the faculty member and his or her dean, the faculty member's dean assembles a review panel. The panel consists of:
- (1) The dean.
  - (2) Faculty members with whom the faculty member has taught with in the past five (5) years. If fewer than four (4) of these faculty members are regular faculty members, the dean selects other regular faculty members to serve on the panel so that there are at least four (4) regular faculty members, excluding the dean, in this group. The faculty member may also invite colleagues or staff to join the panel.

- (b) The faculty member submits his or her complete, up-to-date portfolio for the past five (5) or more years that he or she has taught at the College, and any additional materials that he or she wishes, to the dean. In addition, the faculty member submits a retrospective five (5)-year self-evaluation and a prospective three (3)- to five (5)-year teaching and learning plan. The dean makes all of this material available to the panel for review.
- (c) The faculty member meets with the panel to discuss his or her past, present and future work at the College. The dean who is a member of the panel leads and encourages serious discussion following procedures developed by the deans. The discussion should address how the faculty member has met and will meet the professional responsibilities found in Article 6, and may also include discussion of the faculty member's best work, descriptions of and suggestions for improvement of the faculty member's least successful work, encouragement for and suggestions about the faculty member's plan for self-directed professional development or plans for future teaching work at the College, or a suggestion that the faculty member consider leaving the College for a term or permanently. No formal record is made of this meeting.

## 8.6 The Portfolio.

- 8.6.1 Each regular faculty member on term contract and each regular faculty member on continuing appointment shall maintain a portfolio documenting his or her work as a faculty member at the College. To be eligible for reappointment to a second three (3)-year term contract and conversion to continuing faculty status, a faculty member must submit a complete portfolio.
- 8.6.2 The faculty member's portfolio must include evidence of successfully meeting the responsibilities of a regular faculty member as defined in Article 6 and shall include:
  - (a) Annual self-evaluations addressing the faculty member's responsibilities.
  - (b) All deans' evaluations of the faculty member.
  - (c) All evaluations by the faculty member of other College faculty members with whom the faculty member has taught at Evergreen and all evaluations of the faculty member by these faculty.
  - (d) All credit-generating evaluations the faculty member has written of students and, for each of those students, the student's self-evaluation and student's evaluation of the faculty member.

- (e) All program or contract syllabi, covenants, and descriptions connected with the faculty member's teaching at the College.
- (f) Other College faculty members, staff or student descriptions and evaluations of the faculty member's participation in College affairs.
- (g) Any other material that the faculty member wishes to include.

8.7 Non-Reappointment Appeal Procedure. A faculty member may grieve a Provost's decision of non-reappointment or denial of appointment as a faculty member on continuing appointment only on grounds of a procedural violation that precluded fair and thorough consideration of the candidate's qualifications and experience.

## **ARTICLE 9: TEMPORARY FACULTY REVIEW**

9.1 Review Process for Visiting and Adjunct Faculty Members. Temporary faculty shall be reviewed by the deans during their first year of teaching at the College and at least once for every ten (10) quarters of teaching thereafter. A temporary faculty member working under a multi-year contract will be reviewed prior to receiving an additional multi-year contract. The evaluation will focus on the faculty member's performance of his/her responsibilities as described in Article 6. The evaluation process will include a classroom evaluation by the reviewing dean, a self-evaluation by the faculty member, evaluations by teaching partners (if applicable), evaluations by students of the faculty member and a meeting between the faculty member and the dean to discuss the faculty member's work. A letter written by the dean summarizing the evaluation will be provided to the faculty member and kept in the faculty member's personnel file.

9.2 Multi-Year Contracts for Adjunct Faculty Members.

9.2.1 Eligibility. Adjunct faculty members who meet the following requirements will become eligible for multi-year contracts as described in Section 9.2.2 below:

- (a) The adjunct faculty member has completed at least nine (9) quarters of teaching at the College during the preceding four (4) years (excluding summer quarters), or has completed a multi-year adjunct contract.
- (b) The adjunct faculty member is being offered an appointment to an adjunct position in the next academic year.
- (c) The adjunct faculty member has performed his or her responsibilities in a satisfactory manner as documented by the review process described above.

9.2.2 Multi-Year Contracts. An adjunct faculty member who meets the eligibility requirements above shall be offered a multi-year contract of up to three (3) years when the curriculum deans, in consultation with area faculty, have determined that there is an ongoing curricular need for the adjunct faculty

member's discipline or expertise. Adjunct faculty members who are offered multi-year contracts will be expected to continue teaching the same or substantially similar offerings throughout the term of the contract, provided that the curriculum deans may make or permit exceptions to this expectation consistent with College needs and the faculty member's ability.

9.2.3 Notice of Renewal. Adjunct faculty members working under a multi-year contract will be notified of renewal or non-renewal of their appointment no later than the end of winter quarter in the final year of their contract.

9.3 Multi-Year Contracts for Visiting Faculty Members. In light of the dynamic nature of the College curriculum, visiting appointments generally last for no more than one (1) academic year. However, a visiting faculty member may be offered a contract for longer than a single academic year when the curriculum deans, in consultation with area faculty, have determined that the curricular need for the faculty member's discipline or expertise extends beyond the academic year. The term of such a contract will correspond with the curricular need, but will rarely extend beyond the College's two (2)-year curriculum planning cycle.

**ARTICLE 10: COMPENSATION**

10.1 Faculty Salary Grid.

10.1.1 Faculty salaries are determined according to the College's Faculty Salary Grid. Faculty members are placed on the Faculty Salary Grid solely based on their number of years of relevant experience, as determined through the process described in Section 10.3. Faculty members' salaries are not affected by their academic discipline.

10.1.2 Salaries on the Faculty Salary Grid correspond to an academic year, and do not include compensation for summer session.

10.1.3 Faculty members who are working part-time appointments, or appointments for only part of the academic year, will receive a prorated salary reflecting the fraction their load bears to full-time. Part-time regular faculty members and administrative faculty members who contract for additional teaching responsibilities will be compensated at the salary rate they receive for their normal responsibilities.

10.1.4 Effective November 16, 2008, the Faculty Salary Grid shall be as follows:

Experience Year	New Grid 2008-09	Experience Year	New Grid 2008-09	Experience Year	New Grid 2008-09
1	34,787	16	55,413	31	68,760
2	36,389	17	56,529	32	69,391
3	37,958	18	57,613	33	69,989
4	39,495	19	58,665	34	70,556

Experience Year	New Grid 2008-09	Experience Year	New Grid 2008-09	Experience Year	New Grid 2008-09
5	40,999	20	59,684	35	71,089
6	42,471	21	60,671	36	71,591
7	43,911	22	61,625	37	72,060
8	45,318	23	62,547	38	72,497
9	46,694	24	63,437	39	72,902
10	48,036	25	64,294	40	73,274
11	49,347	26	65,120	41	73,614
12	50,625	27	65,912	42	73,921
13	51,870	28	66,673	43	74,196
14	53,083	29	67,401	44	74,439
15	54,264	30	68,096		

- (a) All regular, administrative and post-retirement faculty members will be paid at the salary associated with the experience year they were awarded as of July 1, 2008.
- (b) All visiting faculty members (as defined in Section 5.3.1) will be paid at ninety percent (90%) of the salary associated with the experience year they were awarded as of July 1, 2008.
- (c) All adjunct faculty members (as defined in Section 5.3.2) will be paid eighty-three and one-third percent (83.33%) of the salary associated with the experience year they were awarded as of July 1, 2008; provided that any adjunct faculty member who, prior to the effective date, was earning a 2008-2009 salary greater than the salary specified in this paragraph will continue receiving the higher salary until the end of the 2008-2009 academic year.

10.1.5 Effective September 1, 2009:

- (a) The College will increase the Faculty Salary Grid in Section 10.1.4 by the amount of new state funding provided for faculty salaries, plus an additional one percent (1%).
- (b) All faculty members who have achieved an additional experience year as described in Section 10.3 will be moved to the appropriate experience year on the Faculty Salary Grid.
- (c) All regular, administrative and post-retirement faculty members will be paid at the salary associated with their experience year.
- (d) All visiting faculty members will be paid at ninety percent (90%) of the salary associated with their experience year.

- (e) All adjunct faculty members will be paid eighty-six and two-thirds percent (86.67%) of the salary associated with their experience year.

10.1.6 Effective September 1, 2010:

- (a) The College will increase the then-existing Faculty Salary Grid by the amount of new state funding provided for faculty salaries, plus an additional one percent (1%).
- (b) All faculty members who have achieved an additional experience year as described in Section 10.3 will be moved to the appropriate experience year on the faculty salary grid.
- (c) All regular, administrative and post-retirement faculty members will be paid at the salary associated with their experience year.
- (d) All temporary faculty members will be paid at ninety percent (90%) of the salary associated with their experience year.

10.2 Additional Compensation.

10.2.1 All bargaining unit members on contract on the date of UFE ratification will receive a one-time payment equal to four and one-half percent of (4.5%) of their September 15, 2008 base salary (this amount will be prorated for faculty working less than full-time). Regular faculty members and temporary faculty members teaching during the fall quarter will receive the one-time payment within one (1) month of the effective date; temporary faculty members who are not teaching during fall quarter will receive the one-time payment as part of their first paycheck in the 2008-2009 academic year.

10.2.2 Faculty members with visiting appointments who, immediately prior to the effective date, were being compensated at one hundred percent (100%) of the then-existing salary grid and who, as a result of this Agreement, will receive a salary equal to ninety percent (90%) of the Faculty Salary Grid, will receive a one-time payment equal to the difference between the total salary they will receive in 2008-2009 and the salary they would have received if they continued to receive one hundred percent (100%) of the Faculty Salary Grid following the effective date. Visiting faculty members teaching during the fall quarter will receive the one-time payment within one (1) month of the effective date; visiting faculty members who are not teaching during fall quarter will receive the one-time payment as part of their first paycheck in the 2008-2009 academic year.

10.3 Determination of Experience Year.

10.3.1 A faculty member's experience year ("EY") is based upon the number of years of experience relevant to the teaching or other duties for which she or he is employed.



10.3.2 At the time of the faculty member's appointment, the starting EY is determined by the appropriate Dean, in consultation with the faculty member, and is approved by the Provost. The EY is determined as follows:

- (a) Graduate Degrees. Graduate degrees will be counted as years of experience as follows:
  - (1) A Master's degree counts as one (1) year.
  - (2) A PhD that is completed except for the dissertation counts as one (1) year if the faculty member has a Master's degree, or two (2) years if the faculty member does not have a Master's degree.
  - (3) A completed PhD or equivalent professional degree counts as two (2) years if the faculty member has a Master's degree, or three (3) years if the faculty member does not have a Master's degree.
  - (4) Additional and other degrees, such as two (2) Master's degrees in unrelated fields, will be determined on a case-by-case basis, using the above as a guide.
- (b) Teaching Experience. Teaching experience will be credited on a year-for-year basis for each full-time teaching year or equivalent. Acceptable teaching experience includes pre-college, college, and university teaching.
- (c) Work Experience. Non-teaching experience will be credited according to the relevance of that experience to the faculty member's role at Evergreen. Fractional experience years can be granted for work that included a mixture of duties.
  - (1) Postdoctoral or research fellowships will be credited on a year-for-year basis.
  - (2) Work experience directly related to the faculty member's teaching will be credited on a year-for-year basis.
  - (3) Work experience not related to the faculty member's teaching will be credited on a 1-year-for-2-years basis.
  - (4) Other credits depend on particular experiences and will be determined during the interview process. For example, credit will be given for Peace Corps experience and for Vista experience.

- 10.3.3 After the initial determination, the EY for regular faculty members and temporary faculty with multi-year appointments will increase by one (1) for each subsequent full-time academic year (or equivalent) of teaching, comparable service (*e.g.*, rotation into advising, the library, or the Deanery), or relevant work, at the College or elsewhere. For part-time work or for part-year appointments, the EY will increase by the appropriate fraction (for example, by one-third ( $\frac{1}{3}$ ) for one (1) quarter of full-time work).
- 10.4 Full-Time Employment. Faculty members may not work more than full-time for the College.
- 10.5 Electronic Funds Transfer. Faculty members will receive their pay via electronic funds transfer (payroll direct deposit). Faculty members who, as of the effective date of this Agreement, are receiving their pay via paycheck will be permitted up to three (3) months to transition to electronic funds transfer.

## **ARTICLE 11: RETIREMENT AND INSURANCE BENEFITS**

### 11.1 Retirement Contribution Rates.

11.1.1 For those faculty members who participate in the College's retirement plan, the College will make contributions on all wages equal to the faculty member's contribution as follows:

- (a) Faculty members who are less than 35 years of age will receive a contribution equal to five percent (5.0%) of their base salary.
- (b) Beginning the first pay period following their 35<sup>th</sup> birthday, faculty members who are 35-49 years of age will receive a contribution equal to seven and one-half percent (7.5%) of their base salary.
- (c) Faculty members who are 50 years of age or older may elect to increase the contribution rate to ten percent (10%) of their base salary; provided that in the event the College's retirement plan is revised to make this increase in contribution mandatory, faculty members will receive a contribution equal to ten (10%) of their base salary beginning the first pay period following their 50<sup>th</sup> birthday.

11.1.2 For those faculty members who participate in another retirement plan administered through the Washington State Retirement System, and who elected at the time of hire to continue participating in such plan, the College will make the retirement contribution required by the respective plan.

11.2 Changes to the College Retirement Plan. Faculty members will be given notice and the opportunity to participate in College discussions regarding changes to the College's retirement plan.

- 11.3 Health Insurance. The health, life and long-term disability insurance benefits available to faculty members, eligibility for those benefits, the premiums associated with the benefits, and the College's contribution toward those premiums, will be determined by the Washington State Health Care Authority.

## **ARTICLE 12: MEDICAL AND OTHER LEAVES**

### 12.1 Medical Leave.

- 12.1.1 Faculty members receive paid medical leave as provided in this Section. While on paid medical leave, faculty members will continue to receive full pay and standard contributions to retirement and health plans.
- 12.1.2 Faculty members are expected to notify the academic deans, program secretary, and faculty team members when they will be absent from work due to illness, injury or disability. Faculty members are responsible for working with teaching partners, area faculty and/or the academic deans to ensure that appropriate measures are taken to address their absence.
- 12.1.3 Paid medical leave may be used during the period of a faculty member's appointment for the faculty member's own illness, injury or disability (including disability related to pregnancy); the need to care for a child under (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision; and the need to care for the faculty member's spouse, domestic partner, parent, parent-in-law or grandparent with a serious health condition or emergency condition.
- 12.1.4 For absences of three (3) or more class days, the academic dean may require written medical verification of the reason for the faculty member's absence.
- 12.1.5 Temporary Faculty Members.
- (a) Temporary faculty members who hold a one (1) quarter appointment shall be entitled to up to two (2) workweeks of paid medical leave during the term of their appointment. Any leave taken beyond two (2) workweeks in a quarter for the reasons described in Section 12.1.3 shall be unpaid and may, at the discretion of the academic dean following consultation with area faculty, result in termination of the temporary faculty member's contract.
  - (b) Temporary faculty who hold an appointment for more than one (1) quarter shall be entitled to up to two (2) workweeks of paid medical leave during each quarter of their contract appointment. Any leave taken beyond two (2) workweeks in a quarter for the reasons described in Section 12.1.3 shall be unpaid. At the discretion of the academic deans following consultation with area faculty, a temporary faculty member with an appointment for multiple quarters who exhausts his/her paid medical leave during a quarter may be required to remain

on unpaid through the end of the quarter. If the faculty member remains unable to resume his/her responsibilities at the start of a succeeding quarter, he/she may be required to remain on unpaid leave.

- (c) Unused medical leave does not carry over from one (1) contract or one (1) quarter to another, and may not be converted to cash under any circumstances.

#### 12.1.6 Regular Faculty Members.

- (a) A regular faculty member who is unable to perform faculty duties for a period of more than two (2) weeks for reasons described in Section 12.1.3 will be permitted to take an extended medical leave. Faculty members must notify the academic deans' office when they become aware of the need for an extended medical leave, and must provide written medical verification of the reason for the leave. The Provost or designee must approve all extended medical leaves.
- (b) Extended medical leave may be used in the form of reduced hours when medically necessary. Extended medical leave will continue for the period of incapacity, or until the faculty member has used all available paid medical leave, whichever period is shorter.
- (c) Regular faculty members are entitled to a total of one hundred eighty (180) calendar days of medical leave in a contract year. In addition, should a period of incapacity for the same qualifying event bridge two (2) contract years, the total paid medical leave taken for that qualifying event shall not exceed a total of one hundred eighty (180) calendar days.
- (d) Before resuming normal duties following a period of extended medical leave, the College may require a certificate of ability to return to normal duties.

12.2 Parental Leave. Regular faculty members shall be entitled to up to six (6) weeks of paid leave to care for a new or newly adopted child. Parental leave shall begin with the birth or placement of the child, and will run concurrently with available medical leave. Faculty members are expected to provide at least thirty (30) days written notice of anticipated parental leave when possible. With approval from the supervising dean, parental leave may be extended as unpaid leave.

12.3 Family Medical Leave. Family Medical Leave will be administered according to the College's Family and Medical Leave Policy. In the event that the benefits or requirements of state or federal law in effect at the time of a request for Family Medical Leave are more generous to employees than the College's policy, the College will comply with applicable law.

12.4 Maternity-Related Disability Leave. Pregnant faculty members may take unpaid leave for the entire period of any maternity-related disability. Such leave may, at the pregnant faculty member's election, be taken in addition to the twelve (12) week leave to care for a new-born child under the federal Family Medical Leave Act, if the faculty member is eligible for Family Medical Leave. Faculty members taking maternity-related disability leave are required to use any paid medical leave before taking unpaid leave. While faculty members remain on paid leave, the College will continue providing paid health insurance to the faculty member on the same basis that those benefits are provided during regular employment. Once paid leave is exhausted, faculty members on unpaid maternity-related disability leave may continue their health insurance coverage by paying the full premium cost for that insurance.

12.5 Military Leave.

12.5.1 Paid Leave.

- (a) Faculty members shall be entitled to military leave with pay not to exceed fifteen (15) working days during each year, beginning October 1 and ending the following September 30, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or any organized reserve or armed forces of the United States. Such leave shall not result in any reduction of benefits, performance ratings, privileges or pay. During paid military leave, the faculty member shall receive his or her normal salary.
- (b) Faculty members required to appear during working hours for a physical examination to determine physical fitness for military service shall receive full pay for the time required to complete the examination.

12.5.2 Unpaid Leave. In addition to paid military leave provided by this section, faculty members shall be granted a military leave of absence without pay for service in the armed forces of the United States or the State of Washington, to the extent required by applicable state (RCW 73.16) and federal law.

12.5.3 Unless prohibited by military necessity, faculty members must provide the College with a copy of their orders at the time they request military leave. Requests for military leave shall be made as soon as reasonably practical after the faculty member learns of the need for such leave.

12.6 Court Required Services. Faculty members subpoenaed to serve on juries or as witnesses in legal actions shall attempt to arrange their court obligations to minimize interference with their classes and other College responsibilities. When it is not possible for a faculty member to meet some or all of his or her College responsibilities because of required service as a juror or witness, the faculty member will retain full pay and status during

such periods, excluding time in compensated service as an expert witness. Faculty members serving as a juror or witness are expected to work with the deans and faculty teaching partners to arrange coverage for their classes during any period of such leave.

- 12.7 Bereavement Leave. Faculty members may take up to one (1) week off with pay for traveling to, making arrangements for, and attending a funeral or memorial service, or handling related estate business for the death of individuals in their immediate families (parent, stepparent, parent-in-law, sibling, stepsibling, domestic partner's parent, spouse, domestic partner, grandparent, grandchild, child, stepchild, and a child in the custody of and residing in the home of the faculty member). Faculty members requesting bereavement leave are expected to work with the dean and faculty teaching partners to arrange coverage for their classes during any period of such leave.

### **ARTICLE 13: GOOD STANDING**

- 13.1 To be eligible for all faculty development opportunities including professional leave, sponsored research awards, professional travel funds, summer institutes, faculty exchanges, summer school teaching and post-retirement employment contracts, faculty members must be in good standing.
- 13.2 Measures for good standing are:
- 13.2.1 Timely submission of student evaluations consistent with College policy as defined in the Faculty Handbook.
- 13.2.2 Evidence of meeting faculty responsibilities (as described in Article 6) at required faculty reviews (as described in Article 8 for Regular Faculty and Article 9 for Temporary Faculty); provided that before a faculty member loses good standing for failing to meet his/her responsibilities, he/she must first be notified of a material performance deficiency and given a reasonable opportunity to complete an improvement plan developed in collaboration between the faculty member and dean.
- 13.3 The Provost or dean will notify a faculty member if he/she is not in good standing, preferably with sufficient time to permit him/her to correct the problem prior to the decision on award of any affected opportunities.

### **ARTICLE 14: PROFESSIONAL LEAVE**

- 14.1 Professional Leave. The College provides opportunities to regular faculty members in good standing (as defined in Article 13) for paid sabbaticals and leaves of absence without pay. Faculty are encouraged to use professional leaves for:
- 14.1.1 contributing to a professional field and advancing their own knowledge through research and study;
- 14.1.2 developing skills and knowledge outside their professional fields;

- 14.1.3 carrying out creative work; and/or
- 14.1.4 developing new curricular possibilities.
- 14.2 Sabbaticals. Regular faculty members who are in good standing (as defined in Article 13) shall be eligible for sabbaticals as described in this Section.
  - 14.2.1 Sabbatical Accrual Rate.
    - (a) For full-time regular faculty members, eligibility for sabbaticals at full salary will accrue at the rate of one (1) quarter per sixteen (16) quarters (5.33 years) of full-time equivalent service to the College (excluding summer school).
    - (b) For half-time regular faculty members, eligibility for sabbaticals at half salary will accrue at the rate of one (1) quarter per sixteen (16) quarters of half-time service to the College (excluding summer school).
    - (c) Regular faculty members on leave to serve as an academic dean, eligibility for sabbaticals will accrue at the rate of one (1) quarter per two (2) years of service in a dean position.
  - 14.2.2 An individual entitled to sabbatical leave may apply for one (1), two (2) or three (3) quarters of paid leave in any one (1) academic year and up to a maximum of four (4) quarters of paid leave in any six (6)-year period. Persons taking less sabbatical leave than accrued shall retain eligibility for the remaining accrued leave.
  - 14.2.3 Regular faculty members accrue eligibility for sabbaticals whenever they are in paid status performing their responsibilities to the College during the regular academic year, including periods when the faculty member is on paid medical leave, is serving in an administrative capacity (*e.g.*, as a dean or program director), or is on a teaching exchange with another institution. Faculty members do not accrue eligibility during sabbaticals, during paid leave to perform sponsored research, during summer school or during a period of unpaid leave.
  - 14.2.4 Sabbaticals cannot be used for the sole purpose of completing advanced degree requirements.
  - 14.2.5 During each biennium, the College shall plan to grant the maximum number of sabbaticals permitted by law. A decision to reduce the number of sabbaticals below that number will be reached only after consultation with the UFE.
  - 14.2.6 Following a sabbatical, a faculty member is required to complete a period of service being equal to the duration of the leave. Faculty members agree to complete such service by accepting a sabbatical. A faculty member who fails to complete a required period of service following a sabbatical shall be

required to repay the monetary value (prorated if appropriate) of the sabbatical benefit (salary and benefits).

- 14.2.7 Sabbaticals must be taken within the time period for which they are granted, unless postponed at the College's or faculty member's request. A faculty member may choose to reschedule an approved sabbatical only if he or she provides notice at least one (1) year in advance of the scheduled leave. The schedule for a sabbatical postponed at the faculty member's request will be determined in consultation with the deans. If a faculty member chooses to rescind a sabbatical that has been approved, she or he must notify the Provost (normally at least one (1) year prior to the scheduled leave). She or he will retain eligibility just as if the sabbatical had never been awarded, but must reapply for any future sabbatical as outlined in Section 14.3.
- 14.2.8 If a faculty member on sabbatical is unable to complete the leave because of a personal health condition or conditions covered by the Family and Medical Leave Act ("FMLA"), the faculty member, either directly or through a UFE representative, may request suspension of the sabbatical. The Provost shall suspend the sabbatical and the faculty member will be placed on medical leave or Family Medical Leave as appropriate. At such time as the faculty member's health condition or the Family Medical Leave situation is no longer an impediment to the faculty member's ability to continue the sabbatical, the leave shall be reinstated. The faculty member can either use the remaining sabbatical leave or rescind it as outlined in Section 14.2.7.
- 14.2.9 Upon completion of a sabbatical, the returning faculty member is expected to share findings and accomplishments of the leave with the campus community so that all interested persons can benefit. A written report shall be filed with the Provost.

### 14.3 Application Process.

- 14.3.1 At the beginning of each academic year, the Provost or the dean responsible for sabbaticals will notify all faculty members of their eligibilities and encourage them to apply for sabbatical. Applications in response to this notification must be submitted by December 15, two (2) academic years preceding the academic year in which the leave is to be taken.
- 14.3.2 Applications should be submitted in the form of a two (2) to three (3) page letter and must include at least the following information:
- (a) statement of proposed activity;
  - (b) purpose and scope of the activity;
  - (c) a broad statement of the faculty member's professional agenda showing how the proposed leave fits into that agenda;



- (d) benefits expected from the activity in light of the faculty member's strengths and weaknesses;
- (e) detailed plans for carrying out the activity;
- (f) dates and length of leave requested;
- (g) a statement of how the proposed absence might affect the curriculum; and
- (h) expected remuneration, if any, from another source.

14.3.3 Basis of Selection. All eligible faculty members with an equal amount of service have an equal right to sabbatical leave. Therefore, all proposals shall be reviewed only to determine:

- (a) the eligibility of the faculty member based on duration of service to the College, and
- (b) that the leave is for work in the faculty member's field of expertise or in a field that the faculty member is developing as a part of current or proposed teaching at the College (but not for the the pursuit of an advanced degree).

14.3.4 Applications that meet the criteria above shall be ranked by the Provost or dean responsible for sabbaticals in terms of accrued leave eligibility, subtracting sixteen (16) quarters (or five and one-third (5.33) years full-time equivalent) of eligibility for each quarter of sabbatical leave previously taken by the faculty member while at the College.

14.3.5 Requests for sabbaticals of two (2) quarters duration from those faculty members having ten and two-thirds (10.67) or more years of eligibility shall first be granted based on the ranking described in Section 14.3.4. Individuals applying for one (1) year of leave will be first considered as requesting two (2) quarters of leave. These individuals will have their eligibility years reduced by ten and two-thirds (10.67) after receiving a two (2)-quarter allocation of leave. If additional quarters of sabbatical leave are available after all such leaves have been awarded, additional leaves may be granted either as one (1)-quarter leaves or as the third quarter for individuals requesting year-long leaves. The remaining quarters will be allocated to individuals having five and one-third (5.33) years or more of remaining eligibility in order of eligibility. If additional quarters of sabbatical leave are still available, faculty with less than the normally expected eligibility may be awarded leaves following the same process in order of eligibility.

14.3.6 In the event that a decision has to be made between two (2) or more persons having the same eligibility, it shall be made based on consultation with the parties involved. Consideration shall be given to cases where proposed

research cannot be delayed due to external constraints, and special attention shall be accorded to those individuals wishing to utilize accrued leave prior to retirement. In addition, in the event that a decision has to be made between two (2) or more persons having the same eligibility, any individual(s) who can delay his or her proposed leave for up to two (2) years will be allowed to do so without needing to reapply. In the case where a decision still must be made between two (2) or more persons having the same eligibility, neither of whom can defer his or her leave, the decision shall be made by the flip of a coin.

#### 14.4 Compensation and Status.

- 14.4.1 The remuneration from state general funds and general local funds for any sabbatical granted for any academic year shall not exceed the average of the highest quartile of the rank order of salaries of all full-time teaching faculty holding academic year contracts or appointments at the College. Compensation will include college contributions to medical insurance and retirement programs.
- 14.4.2 In the case of an individual receiving additional compensation for any part of a sabbatical (foundation or fellowship grants, salary, etc.), compensation from the College will normally be reduced so that the total compensation for the sabbatical period will not exceed the individual's current salary. Non-salary funds received specifically for travel, project costs, equipment, secretarial services or supplies will not be included in the category of "extra compensation."
- 14.4.3 Faculty members on sabbatical shall be entitled to the salary raises, insurance coverage, liability coverage, medical benefits and retirement contributions received by other regular faculty members.
- 14.4.4 For purposes of advancement on the Faculty Salary Grid, sabbaticals shall be counted as part of the faculty member's experience years.
- 14.4.5 All faculty members on sabbatical will be expected to document their activities by maintaining their portfolios in the same manner as while on regular employment with the College.

#### 14.5 Leave of Absence Without Pay.

##### 14.5.1 Policy.

- (a) Leave of absence without pay is supported as a means of increasing the limited opportunity for professional development provided by the sabbatical program. Leave without pay may be taken either in conjunction with a sabbatical or independently.
- (b) Leave without pay is available only to regular faculty members.

- (c) Leave without pay may be granted for one (1) quarter, two (2) quarters, a full academic year, or up to a maximum duration of two (2) consecutive academic years. Under unusual circumstances, a third year or portion thereof may be granted by the Provost as an extension.
- (d) If a leave without pay extends beyond one (1) quarter, the faculty member will be delayed in the faculty evaluation cycle by the duration of the leave.
- (e) If the activities of a leave without pay include sufficient scholarly work or experience relevant to the teaching activities of the College, as judged by the Provost and the deans, the faculty member shall receive paid health insurance coverage while on leave, and the leave will qualify the faculty member for advancement at the regular rate on the Faculty Salary Grid. Documentation of professional activities accomplished during the leave must be provided to and approved by the Provost.

14.5.2 Application Procedures. Application is made by a letter of request to the Curriculum Deans and appropriate planning groups, stating the dates and proposed activities of the requested leave. The request should be submitted twelve (12) months before the start of the academic year in which the leave will take place, or with as much advanced notice as possible. Proposals submitted later than April 1 are less likely to be approved. Emergencies may require later requests, and these shall be given exceptional consideration.

14.5.3 Decisions about Leave Without Pay. Decisions regarding requests for leave without pay are made by the Provost, following consultation with the curriculum and/or library deans. In deciding whether to grant a leave, the principal considerations are protection of the quality and extent of the curriculum and the opportunities for faculty development resulting from the leave. When a requested leave is approved, a letter to the recipient will indicate whether his or her proposed activities qualify for benefits and advancement on the Faculty Salary Grid. In the event a requested leave is denied, the letter will provide an explanation for the denial.

## **ARTICLE 15: FACULTY DEVELOPMENT AND TRAVEL**

### 15.1 Introduction.

15.1.1 Funding for all state/tuition-supported faculty development opportunities described in this Article is budgeted within the academic division and is tied to biennial funding cycles. A decision to change these budgeted base allocations will be reached only after consultation with the UFE.

15.1.2 Faculty members must be in good standing (as defined in Article 13) to participate in the development opportunities described in this Article.

- 15.1.3 Paid and unpaid professional leave not taken in conjunction with a sponsored research award is addressed separately in Article 14.
- 15.1.4 Participation in faculty development opportunities is limited to the equivalent of full-time work as explained in Section 10.4.
- 15.2 Summer Institutes and Workshops. The College's academic budget each summer will support short study sessions for groups of faculty. Faculty participants will be paid a daily stipend of \$125 and conveners will be paid a daily stipend of \$250 for participating in summer institutes.
- 15.3 Sponsored Research.
- 15.3.1 Each year the College will provide funding to support research by regular faculty members. Three (3) categories of sponsored research funds are awarded by a competitive process: research awards, seed grants and grants-in-aid. An applicant for research awards or seed grants may also request a portion of grants-in-aid funding if needed to complete a proposed project.
- (a) Research awards involving paid leaves for up to one (1) quarter in the regular academic year or salary for up to two (2) months in the summer.
  - (b) Seed grants to develop projects or professional agenda that are meritorious but not far enough along to be competitive for funding from other sources. Seed grant awards are limited to two (2) weeks of regular salary.
  - (c) Grants-in-aid to support an ongoing professional agenda that has already been judged from within and without the College to be of high quality. Grants-in-aid may be used to purchase materials needed for research, attend professional meetings, publish scholarly work, or purchase specialized books, software or equipment related to a faculty member's professional work and development. (Specialized books, software or equipment is defined as being beyond what is needed for the teaching and administration of academic programs.)
- 15.3.2 Individual faculty members may receive one (1) sponsored research award per academic year and up to three (3) awards over any period of five (5) academic years. They may not receive awards more than two (2) academic years in a row.
- 15.3.3 There is no relationship between eligibility for paid leaves for sponsored research and professional leaves as described in Article 14. While a person could not hold both leaves simultaneously, the two (2) leaves could be held consecutively.

- 15.3.4 A period of service following a paid leave will be required upon return from the leave, the period of service being equal to the duration of the leave. Any failure to serve will require prorated repayment of the monetary value of the paid leave benefit.
- 15.3.5 Paid leaves must be taken within the time period for which they are granted.
- 15.3.6 Recipients of sponsored research funds must submit a report to the Provost describing the results of the sponsored activity.
- 15.3.7 Sponsored research funds will not be granted for the sole purpose of completing advanced degree requirements.
- 15.3.8 Sponsored research funds may be used only in support of professional activity other than teaching. The professional activity or scholarship may, however, be about teaching or pedagogy (and should be intended to enhance one's teaching), but the expectation is for a product beyond a faculty member's teaching activity.
- 15.3.9 The Provost will announce the upcoming competition and deadline each September with instructions for submission. The Faculty Agenda Committee will appoint a faculty committee, commonly called the Sponsored Research Committee, from across the curriculum to review the applications and select recipients. The Sponsored Research Committee will award only those proposals that it considers to have the highest sort of merit which the College demands of itself, based on its consideration of the extent to which proposed activities will improve the faculty member's professional competence in scholarship at the College, and the extent of the apparent benefits of the proposed activities to the College's curriculum, academic resources or administrative services.

#### 15.4 Faculty Professional Travel.

- 15.4.1 All regular and temporary faculty members, excluding administrative faculty and those faculty members on administrative assignment, are eligible for faculty travel funds. Decisions regarding the allocation of travel funds will be made by the dean whose desk assignments include budget and faculty travel. The maximum amount of professional travel funding available to each individual faculty member on an annual basis is \$750. The amount of funding shall be prorated for faculty members working less than full-time. Regular faculty members, and temporary faculty members with appointments lasting for an entire biennium, may be permitted to combine their travel funds for the entire biennium for use during either the first or second year of the biennium.
- 15.4.2 Temporary faculty members may use travel funds only while on contract.
- 15.4.3 Faculty members may receive all or part of the costs of transportation and conference, meeting, or workshop fees.

- 15.4.4 Faculty members may receive per diem at the currently approved rate, if requested, for travel primarily intended for the faculty member's presentation of his or her previously prepared work at a conference, meeting, exhibition, screening, performance or workshop, or for professional work associated with that faculty member's position as a member of a governing board of a professional organization. Per diem is not available for mere participation in meetings as a respondent or improvising panelist.
- 15.4.5 Faculty professional travel funds are limited and the College cannot guarantee funding for all requests. In general, travel requests are considered on first-come, first served basis. In case of limited funds and to the extent possible, preference will be given to:
- (a) Faculty members who are presenting work or serving in a leadership role, rather than just attending a conference, meeting, exhibition, screening, performance or workshop.
  - (b) Faculty members who have used travel funds less extensively.
- 15.4.6 A faculty member may request funding for more than one purpose per year.
- 15.4.7 Requests for funding from the faculty travel budget shall be sent to the budget dean at least three (3) weeks in advance, particularly for out-of-state and international travel.
- 15.4.8 Individual faculty members may be given other travel opportunities to represent the College for a variety of efforts. These travel opportunities shall not affect a faculty member's eligibility for travel for professional development.
- 15.5 Other Faculty Travel Support. A small additional travel fund (equal to ten percent (10%) of the total faculty professional travel budget) supports faculty members traveling at the request of the institution to attend in-state meetings such as the Council of Faculty Representatives. Faculty members may contact the budget dean to inquire about eligibility for funding in support of such in-state travel.
- 15.6 Faculty Exchanges and Rotations. Faculty members may request to participate in an exchange with another college or university, or to rotate out of teaching for a specified period of time to serve in another role at the College, such as serving as an academic dean, academic advisor, or faculty librarian. Faculty members are expected to have served a minimum of five (5) years teaching full-time before becoming eligible for exchanges and rotations. All exchanges and rotations will be coordinated by the academic deans.
- 15.7 Externally-funded Grants and Awards.
- 15.7.1 The College may create additional opportunities for faculty development and travel using funds received from sources other than the state. Criteria

applicable to the award of any such funds will be established and announced by the College on a case-by-case basis.

- 15.7.2 Regular faculty members may develop grant proposals to external agencies. All grant proposals submitted through the College must be approved by the academic deans, the Provost, the Finance and Administration division, and in some instances the President of the College. The Academic Grants Office will assist faculty members with grant development, preparation, approval procedures, submission, and management.
- 15.7.3 Seed funds are available for grant proposal development during the summer. Faculty members may request seed funds with a written request and rationale to the Academic Budget Office.

#### **ARTICLE 16: WORKPLACE SAFETY**

- 16.1 The College and UFE are committed to providing a safe and secure work environment.
- 16.2 The College shall maintain all facilities, equipment and materials in a safe and healthful condition that will comply with state and federal statutes regarding safety in the workplace.
- 16.3 Protective devices and clothing, and first aid equipment shall be provided to faculty members whose teaching requires such measures; if necessary, training will be provided to faculty members on the safe operation of the equipment prior to use.
- 16.4 Faculty members are entitled to a timely review of a workstation to evaluate ergonomic issues.
- 16.5 Faculty members shall not be required to work under hazardous conditions nor perform tasks that endanger their health or safety.

#### **ARTICLE 17: PERSONNEL FILES**

- 17.1 The College will maintain an official personnel file for all faculty members, which will include copies of all communications with the faculty member regarding application, appointment (including conversion) and contract; payroll action forms; documentation of professional leaves, leave without pay, sponsored research and sabbatical reports; transcripts, hiring forms, current letters of evaluation and all prior evaluative material, including materials from the Deans and the Provost; and documents memorializing faculty discipline. These files shall be maintained by the Office of the Provost.
- 17.2 Materials placed in a faculty member's personnel file regarding performance or discipline shall be made available to the faculty member. Faculty members may respond to material included in their personnel file and may provide responsive material for inclusion in their file.

- 17.3 Faculty members may review their personnel file and may request a copy of their personnel file. With written authorization from the faculty member, the UFE or one of its representatives may review and/or receive a copy of all or part of the faculty member's personnel file. A copy of the signed authorization form will be retained in the faculty member's personnel file. The faculty member and/or representative may not remove any contents. The College may charge a reasonable fee beyond the first copy for copying any materials requested by the faculty member and/or his or her representative.
- 17.4 Personnel files will be maintained in a secure manner. Access to personnel files will be restricted to those responsible for maintaining the files and those who have a legitimate business or legal need to review material kept in the files. External letters of evaluation, when required, are confidential to the extent allowed by law.
- 17.5 The College will not release evaluative or disciplinary material from faculty members' personnel files in response to requests from third parties, unless it is required to do so to comply with its obligations under state or federal law. The faculty member will be notified in writing of any requests for material under public disclosure laws at least five (5) business days prior to releasing the information.
- 17.6 Medical files will be kept separate and confidential in accordance with state and federal law, including compliance with Health Insurance Portability and Accountability Act ("HIPAA").

## **ARTICLE 18: PARKING**

- 18.1 If the College elects to change its parking fees during the life of this Agreement, the process outlined in WAC 174-116 will be used to set the fees. Use of parking fund revenues is limited to the construction, operation and maintenance of the parking function and to support the commute trip reduction program.

## **ARTICLE 19: CONFLICT OF INTEREST**

- 19.1 Faculty members are bound to observe in all official acts the highest standards of ethics consistent with the laws of the State of Washington, the regulations of the State Ethics Board and its advisory opinions, and the policies of the faculty and the College's Board of Trustees.
- 19.2 "Conflict of interest" shall mean:
- 19.2.1 any conflict between the private interests of the faculty member and the public interests of the College, the Board of Trustees, or the State of Washington, including conflicts of interest specified under Washington statutes (particularly RCW 42.52); or
  - 19.2.2 any activity that interferes with the full performance of the faculty member's professional or institutional responsibilities or obligations.



- 19.3 Conflicts of interest are prohibited. When such a conflict of interest arises, faculty members are responsible for resolving it by working in conjunction with the academic deans and the Provost.
- 19.4 A full-time faculty member's primary professional obligation is to teaching at the College. This primary professional responsibility shall be given priority over other employment, whether external or internal to the College.
- 19.4.1 Faculty members shall not use the facilities, equipment, or services of the College in connection with any activity creating a conflict of interest.
- 19.4.2 No faculty member on a DTF or other committee shall participate directly in any recommendation or decision relating to appointment, reappointment, or promotion at the College of any relative or person with whom the faculty member has an intimate relationship. A faculty member shall withdraw from participation in any personnel recommendation or decision involving potential conflict of interest.
- 19.4.3 The relationship faculty members have with students carries the added responsibility to both the student and the College for the relationship to remain absent of abuse of power, or the appearance of abuse of power. In general, faculty should avoid intimate relationships with students. In particular, faculty members shall not evaluate, supervise or direct the educational endeavors of students with whom they have a family or intimate relationship, and all such relationships shall be disclosed, in writing, to the Provost. Failure to disclose a relationship will result in appropriate disciplinary action.
- 19.4.4 Active participation by faculty members in external research and consulting that enhance their professional skills or constitute public service are encouraged as long as these activities are not so substantial or demanding of the faculty member's time and attention as to interfere with his or her primary College responsibilities.
- 19.4.5 Faculty members shall take reasonable precautions to ensure that an outside employer or other recipient of services understands that the faculty member is engaging in such activity as a private citizen and not as an employee, agent, or spokesperson of the College.
- 19.4.6 Faculty members shall comply with the College's confidentiality obligations with respect to information disclosed to them in the course of their job duties.
- 19.4.7 Faculty members who anticipate a potential conflict of interest shall report, in writing, to the Provost the details of such activity prior to engaging in the activity. If the Provost determines that this may constitute or may create a conflict of interest, he or she will notify the faculty member of that fact and, if requested, meet with the faculty member to determine if such conflict can be reasonably avoided.

## **ARTICLE 20: DISCIPLINE AND DISCHARGE**

- 20.1 Just Cause. No faculty member shall be disciplined or discharged during the term of his or her appointment without just cause. Just cause guidelines commonly used by arbitrators are set forth in Appendix C.
- 20.2 Progressive Discipline. The College shall employ, where appropriate, progressive discipline, including but not limited to the following steps: verbal warning, written warning, suspension with pay, suspension without pay, and discharge. The College shall tailor discipline to respond to the nature and severity of the offense, and will not be required to apply progressive discipline where the College reasonably believes that the severity of the alleged offense calls for the imposition of discipline at an advanced step.
- 20.3 Disciplinary Investigations.
- 20.3.1 Informal meetings between the College and faculty members regarding workplace issues are encouraged.
- 20.3.2 Faculty members shall be given a reasonable opportunity to respond to complaints which could lead to discipline.
- 20.3.3 Faculty members are entitled, at their option, to have UFE representation during any investigatory interview conducted by the College that the faculty member reasonably believes may result in discipline of the faculty member. During any such investigatory interview, a participating UFE representative will be given the opportunity to ask questions, offer additional information and counsel the faculty member. All investigatory interviews shall be conducted in private.
- 20.3.4 The College may place a faculty member on paid administrative leave during a disciplinary investigation. Faculty members on paid administrative leave are expected to remain available during normal working hours. Paid administrative leave is not discipline and is not subject to the grievance procedure.
- 20.4 Pre-Disciplinary Procedure.
- 20.4.1 Notice of Intent to Discipline. If the College intends to impose discipline that involves a loss of pay or termination of employment, the College shall inform the faculty member of the proposed discipline in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the faculty member to understand the reason for the proposed discipline.
- 20.4.2 Pre-Disciplinary Meeting. The College will schedule a pre-disciplinary meeting to permit the faculty member to respond to a notice of intent to discipline. At the beginning of any pre-disciplinary meeting, the College will describe its proposed discipline and the general reasons for issuing the proposed discipline.

- 20.4.3 Disciplinary Decision. No later than fourteen (14) calendar days after the close of the pre-disciplinary meeting, the College shall inform the faculty member of its disciplinary decision in writing.
- 20.5 Right to Grieve Disciplinary Actions. UFE has the right to grieve any disciplinary action taken against a faculty member.

## **ARTICLE 21: REDUCTION IN FORCE**

- 21.1 Purpose. Reduction in force refers to the involuntary termination of a faculty member's appointment prior to its term for reasons unrelated to the faculty member's performance. Reductions in force may result from financial exigency, program reduction or financial emergencies.
- 21.2 Program Reduction.
- 21.2.1 The reduction, reconfiguration or discontinuation of a program, facility, degree or area of the curriculum is a function of the College's regular review of its resource allocation in light of student demand and the College's mission and strategic plan.
- 21.2.2 The College will make reasonable efforts to plan any program reduction to minimize the need for reductions in force as a result. Regular faculty members affected by a program reduction will be offered the opportunity to transfer to another facility, program or area of the curriculum. If, as a result of any such transfers, it is necessary to reduce temporary faculty positions, the deans will determine which temporary positions will be subject to reduction in force based on curricular needs.
- 21.3 Financial Exigency.
- 21.3.1 A financial exigency is a condition of projected deficit in the College's budget of such an order of magnitude that a reduction of faculty members is necessary. The Board of Trustees may declare a state of financial exigency, and authorize the following processes for reducing the size of the faculty, only after broad consultation with the academic administration, the faculty, and the UFE. As part of this process, the College shall make available budget and other relevant data to allow all parties to assess the financial exigency.
- 21.3.2 During a period of financial exigency, all members of the faculty are subject to reassignment to accommodate curricular changes made necessary by staffing and budget reductions.
- 21.3.3 If a financial exigency is declared, the College will provide written notice to UFE. The College will prepare a plan to address the financial exigency and will provide that plan to UFE. UFE will be allowed thirty (30) calendar days to review the plan and to provide input to the College. The plan will consist of actions taken in the following order:

- (a) Voluntary Layoffs. Prior to implementing any involuntary reduction in force, the deans shall contact all regular faculty members, urging those faculty members to notify the deans within a specified time if they are willing to retire early or to accept leave without pay of a specific duration. The deans will also contact all faculty members who have temporary or post-retirement contracts, urging those faculty members to notify the deans within a specified time if they are willing to terminate any portions of contracts which extend beyond the current quarter.
  
- (b) Rescission of Leaves/Reduction of Temporary Faculty.
  - (1) If voluntary layoffs do not sufficiently reduce the size of the faculty, the College will rescind approved sabbaticals and professional leaves without pay as necessary to meet curricular needs.
  
  - (2) In combination with the rescission of leaves, the deans, in consultation with the faculty, will create a ranking of curricular offerings that are staffed by temporary and post-retirement members of the faculty. This ranking shall reflect the deans' best judgment of the degree to which each offering contributes to the College's overall curricular needs. The College will terminate temporary and postpone post-retirement contracts according to the ranking of curricular needs until the necessary budget reductions have been achieved or all such contracts have been terminated/postponed.
  
- (c) Furlough of Regular Faculty.
  - (1) Upon ratification of this agreement, the Deans shall randomly divide the regular faculty into six (6) involuntary furlough groups with appropriate balance to ensure that each group represents, as much as possible, the diversities of experience and expertise of the regular faculty as a whole. Newly-hired regular faculty members shall be distributed among the groups at the beginning of the first quarter of their appointment in a manner appropriate to the balance of the groups.
  
  - (2) In the event that a financial exigency is not adequately addressed by the elimination of all temporary and postponement of all post-retirement contracts, the furlough groups described in Paragraph (1) above will be randomly ranked one (1) through six (6). Each group's rank will determine the quarter over the next six (6) quarters during which faculty members in the group are subject to furlough.

- (3) During a quarter in which a group is subject to furlough, faculty members within the group will have their appointment reduced by no more than half. Furloughed faculty members will be placed on partial involuntary leave with full benefits and shall continue to accumulate experience years.
- (4) In the event that the College remains in a condition of financial exigency following at least four (4) consecutive quarters of rolling furloughs (excluding summers), and the College concludes that needed reductions will continue for longer than six (6) total quarters, the College may choose to end rolling furloughs and proceed with further reductions in force as described in Section 21.3.4. The College will notify UFE of its intention to end furloughs and will allow UFE thirty (30) calendar days to provide input to the College.

#### 21.3.4 Reduction of Regular Faculty.

- (a) Reductions in force of regular faculty following a period of furloughs will first affect regular faculty on term appointments, followed by regular faculty on continuing appointments. Reductions will be made in order of seniority. For purposes of this Article, seniority will be measured from the faculty member's initial date of hire into a regular faculty position for the most recent period of continuous service. Any ties in seniority shall be resolved by the toss of a coin.
- (b) Regular faculty members will receive at least one (1) quarter's notice of their layoff.

#### 21.4 Financial Emergencies.

- 21.4.1 A financial emergency is defined as a sudden, catastrophic situation (including, but not limited to a natural disaster, public health crisis, or act of terror) that requires budget reductions of such a magnitude that the layoff of faculty is necessary and of such urgency that the procedures outlined in Section 21.3 cannot reasonably be followed.
- 21.4.2 If the College determines that a financial emergency requires a reduction in force, the College will notify UFE as soon as possible. The notice will include the reasons for the determination and the College's planned response. Any reduction in force that results from a financial emergency will, to the extent practical, follow the steps and timelines described in Section 21.3.

#### 21.5 Re-Employment.

- 21.5.1 Regular faculty members who have been laid off for reasons of financial exigency or financial emergency shall be placed on a re-employment list. Faculty members may remain on the re-employment list for up to six (6) years

from the date of layoff. The College will recall those faculty members in the reverse order of lay off prior to filling any vacancies through the hiring process.

21.5.2 Faculty members are responsible for notifying the College of their current address while on the re-employment list. Faculty members will be notified of recall by certified mail. Any faculty member who fails to accept an offer of re-employment with ten (10) working days of receipt of the offer shall be deemed to have declined the offer and shall be removed from the re-employment list.

21.5.3 Any faculty member recalled from the re-employment list shall be placed at least at the same experience year as he or she occupied at the time of layoff.

21.6 Grievances. Declarations of financial exigency or financial emergency, decisions to discontinue or reduce programs, and the scope of faculty reductions that result, are not subject to the grievance procedure.

## **ARTICLE 22: GRIEVANCE PROCEDURE**

22.1 Purpose. The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving grievances. Nothing in this procedure shall preclude a faculty member or UFE from resolving disagreements informally, provided that the resolution is consistent with the terms of this Agreement.

22.2 Definition of Grievances. A grievance is a dispute between the College and UFE, on its own behalf or on behalf of a faculty member(s), over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.

22.3 Time Limits. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both Parties. If UFE, on behalf of the faculty member(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the College fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

22.3.1 The day after the event, act or omission shall be the first day of a timeline under this Article. In the event that a time limit under this Article ends on a weekend or holiday, the deadline will be extended automatically to the following College business day.

22.3.2 Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.

22.4 Submission of Grievances and Responses.

22.4.1 Submission of Grievances. All grievances and requests for arbitration must be submitted to the College's Provost Office, by fax, hard copy, or electronic

mail. College responses will be submitted to UFE's business office using any of the means listed above.

22.4.2 Unless mutually agreed, grievances alleging multiple contract violations that do not arise out of a nucleus of common facts must be submitted, and will be processed, separately.

22.4.3 Grievances shall include the following:

- (a) the specific term(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
- (b) a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
- (c) the remedy sought.

22.4.4 Unless mutually agreed, no new issues may be added to a grievance once it has been submitted at Step 1 (Section 22.4.6).

22.4.5 Cooperation Between the Parties. The College and UFE shall supply each other with requested information reasonably needed to facilitate the processing of the grievance. Meetings to discuss any grievance shall be scheduled at mutually convenient times.

22.4.6 Process.

- (a) Step 1. UFE shall submit the grievance within thirty (30) calendar days of the day the faculty member(s) or UFE knew or reasonably should have known of the event(s) giving rise to the grievance. The Associate Vice President for Academic Budget and Planning or designee shall respond to the grievance in writing within fourteen (14) calendar days after receipt.
- (b) Step 2. Should Step 1 fail to resolve the grievance, within fourteen (14) calendar days following receipt of the Step 1 response, UFE may advance the written grievance to the Provost for his or her consideration. The Provost shall respond in writing to the grievance within fourteen (14) calendar days after receipt of the Step 2 grievance.
- (c) Step 3. Should Step 2 fail to resolve the grievance, UFE may submit a written request to the College to arbitrate the grievance within fourteen (14) calendar days after its receipt of the Provost's Step 2 response. UFE shall simultaneously submit a written request for arbitration to the American Arbitration Association (AAA) and request that the Parties be provided with the names of seven (7) qualified arbitrators from the Washington/Oregon/Idaho area. The arbitrator shall be chosen by the

strike method. The party exercising the first strike shall be the loser of a flip of a coin.

22.4.7 Arbitrability. Challenges to the arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process in Section 22.4.6(c) above to select an arbitrator to rule on the merits of the grievance.

22.4.8 Arbitration.

- (a) The arbitrator will:
  - (1) have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
  - (2) be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it; and
  - (3) not make any award that provides a faculty member with compensation greater than would have resulted had there been no violation of this agreement.
- (b) Arbitration will take place in accord with the Labor Arbitration Rules of the AAA unless the parties agree otherwise in writing.
- (c) The arbitrator shall issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of post-hearing briefs, whichever is later. The decision of the arbitrator shall be final, conclusive, and binding on the College, UFE, and the faculty member(s), provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.

22.4.9 Arbitration Costs.

- (a) The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally between the Parties. If one party chooses to use a court reporter, the requesting party shall bear the costs associated with the court reporter. The other party may obtain a copy of the court reporter's report by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the report and transcript of the court reporter by paying half the costs incurred for that purpose.
- (b) If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The



cost of any mutually agreed postponement or cancellation will be shared equally by the parties.

- (c) Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its grievance.

## **ARTICLE 23: UFE MANAGEMENT COMMITTEE**

- 23.1 Purpose and Scope of Authority. UFE and the College will maintain a UFE-Management Committee to provide a forum for communication between the parties and to promote constructive UFE-management relations. UFE-Management Committee meetings will be used for discussions and shared problem-solving only; the Committee shall have no authority to conduct any negotiations or to modify the provisions of this Agreement.
- 23.2 Committee Composition. The UFE-Management Committee will consist of the UFE Chair or designee plus three (3) faculty members selected by UFE, the Provost or designee, and three (3) representatives selected by the Provost.
- 23.3 Scheduling of Meetings. Either party may request a meeting of the UFE-Management Committee by sending a written request, including a description of the issue(s) to be addressed, to the other party. When requested, a Committee meeting will be scheduled at a mutually acceptable time and place. The Committee will meet at least once per quarter, including summer session, but additional meetings may be scheduled by mutual agreement.

## **ARTICLE 24: UFE RIGHTS**

- 24.1 UFE Dues.
  - 24.1.1 UFE shall have the right to have deducted from the salary of its members an amount equal to the fees and dues required for UFE membership. Dues deductions shall begin upon written authorization by the faculty member. UFE shall provide written notice to the payroll office of UFE's dues for each level of membership for that academic year no later than September 15. Dues deductions shall be made in equal installments throughout the academic year, with deductions beginning with the first payroll immediately following timely submission of the deduction authorization.
  - 24.1.2 Once a faculty member on a quarterly or annual contract has had deductions taken, any deductions in subsequent contract periods shall automatically begin with the first pay period.
  - 24.1.3 Deductions shall remain in effect until such time as the individual faculty member is no longer an employee of the College, or until revoked by written authorization by the individual faculty member by October 15 of the year he or she wished to withdraw his or her membership.

- 24.1.4 Dues deducted shall be remitted to UFE within a reasonable time after the distribution of payroll, along with a list of enrolled members and the amount deducted.
- 24.1.5 UFE will indemnify and hold the College harmless against any liability which may arise by reason of any action taken by the College to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action.
- 24.1.6 After the beginning of each quarter the College shall provide UFE with a quarterly roster of all bargaining unit members. The list shall include available home addresses and home phone numbers. UFE will be notified of all newly hired bargaining unit members.
- 24.2 UFE and its representatives shall have the right to schedule the use of College facilities to transact UFE business, subject to standard facilities use policies and procedures.
- 24.3 UFE officers and stewards may make de minimis use of state-owned or operated e-mail, campus mail, fax machines, the Internet, or intranets for the exclusive purpose of administering this Agreement. State-owned or state-provided equipment, services or supplies may not be used for conducting internal UFE business.
- 24.4 At its election and expense, UFE may have installed and may maintain bulletin boards in College buildings frequented by faculty members for purposes of communicating with its members. Installation of any such bulletin boards shall be arranged with the College in advance. Materials placed on UFE bulletin boards must be identified as UFE literature.
- 24.5 The College will post a copy of the current Agreement on its website.
- 24.6 With prior approval from the Office of the Provost, UFE officers and stewards may be allowed time off without pay to attend UFE-sponsored meetings, training sessions, conferences, and conventions; provided that the time off does not interfere with College operating needs or unduly disrupt the officer's or steward's assigned duties.
- 24.7 The UFE may, at its discretion, purchase up to half time of the academic year for the UFE Chair. The Union will provide the Office of the Provost the name of the UFE Chair by the end of the Spring Quarter. For this individual, the Union will be responsible for paying only his or her salary cost; the College will remain responsible for all benefit costs. The Union will remit payment within thirty (30) days of receipt of an invoice for such workload reassignment.
- 24.8 Time spent by UFE members working with the College to negotiate and administer this Agreement will be considered governance service.
- 24.9 The UFE shall be furnished copies of the agenda and other public information assembled for the regular and special meetings of the Board of Trustees. These materials shall be provided at the same time as they are distributed to the Board members. Approved minutes of all regular and special Board of Trustees meetings shall be similarly

distributed. Nothing in this section shall be construed to diminish the President's right to privileged correspondence for discussion in executive session. The UFE shall have the right to appear at all open meetings of the Board of Trustees and to propose appropriate matters for the agenda consistent with applicable procedures.

## **ARTICLE 25: MANAGEMENT RIGHTS**

25.1 The College retains its rights to the general supervision of the institution and the control and direction of expenditures from the institution's funds. While the College acknowledges the important role of shared governance in the life of the institution, the College reserves the right to manage its affairs within its legal mandate and retains all management powers not specifically abridged, delegated or modified by the terms of this Agreement.

25.2 Such rights are, by way of illustration, but not limited to:

25.2.1 determination and supervision of all policies, operations, methods, processes;

25.2.2 determination of the size of the College, including the budget and the number and type of academic and nonacademic staff;

25.2.3 determination of duties and responsibilities of bargaining unit members, standards of employment-related performance evaluation, assignments, responsibilities to be performed, scheduling of these responsibilities, persons employed, promotion, transfer, non-appointment, non-renewal, reassignment, suspension, termination, or layoff of bargaining unit members;

25.2.4 planning, establishment, modification, reorganization or abolition of the College's curriculum, programs and courses of instruction;

25.2.5 determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of all its equipment and facilities and control of its property;

25.2.6 determination of the means, methods, budgetary and financial procedures and personnel by which the College's operations are to be conducted; and

25.2.7 determination of rules, regulations, and policies not inconsistent with this Agreement, and therewith to require compliance.

25.3 These rights shall be exercised so as to not conflict with this Agreement.

## **ARTICLE 26: TERMS OF AGREEMENT**

26.1 Application of College Policies. This Agreement supersedes specific provisions of College policy with which it conflicts. Absent such a conflict, faculty members will be subject to all College policies. Prior to implementing any change in policy that affects faculty working conditions, the College shall provide UFE with thirty (30) days notice.

During the notice period, UFE may meet with the College to discuss the proposed change and bargain over its impact. Issues or concerns regarding misapplication of College policy may be raised by the UFE through the UFE-Management Committee process described in Article 23.

- 26.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and it supersedes any prior written or oral agreements regarding faculty wages, hours or working conditions, except those continued by mutual agreement of the parties.
- 26.3 Headings. Headings and subheadings in this Agreement are included for ease of reference only. They do not provide full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of the Agreement.
- 26.4 Adoption. Upon ratification by UFE, the Agreement shall be submitted to the Board of Trustees for its approval. The Agreement shall take effect after ratification by UFE and approval by the Board of Trustees.
- 26.5 Savings Clause. In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, invalid or unenforceable by any court of competent jurisdiction or by any administrative agency having jurisdiction, all of the remaining terms, conditions and provisions of this Agreement which are not rendered meaningless, inoperable or ambiguous as a consequence of the declaration shall remain in full force and effect. If requested by either party, the parties will bargain regarding replacement of those invalid portions for the purpose of achieving a mutually satisfactory replacement.
- 26.6 Obligation to Bargain Matters Not Covered by this Agreement. Except as provided by this Agreement and applicable law, the College will satisfy its collective bargaining obligation prior to changing any term or condition of faculty employment. Further, the College will satisfy its bargaining obligation regarding the impact of any decisions made by the College in the exercise of its lawful managerial rights which affect faculty wages, hours, and other terms and conditions of employment.

## **ARTICLE 27: DURATION**

- 27.1 This Agreement shall take effect following acceptance by UFE and upon ratification by the Board of Trustees, and shall remain in effect until August 31, 2011.

Effective this 12<sup>th</sup> day of November, 2008.

**FOR THE EVERGREEN STATE  
COLLEGE**

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Karen E. Lane, Chair, Board of Trustees  
The Evergreen State College

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Thomas L. (Les) Purce, President  
The Evergreen State College

**FOR UNITED FACULTY OF  
EVERGREEN**

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Charles Pailthorp, Bargaining Team Chair  
United Faculty of Evergreen

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Laurie Meeker, Chair  
United Faculty of Evergreen

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Gary McNeil, Higher Education Organizer  
Washington Education Association

## APPENDIX A

### The Five Foci and the Six Expectations

#### What We Believe: The Five Foci of Learning

We believe the main purpose of a college is to promote student learning through:

- **Interdisciplinary Study**

Students learn to pull together ideas and concepts from many subject areas, which enables them to tackle real-world issues in all their complexity.

- **Collaborative Learning**

Students develop knowledge and skills through shared learning, rather than learning in isolation and in competition with others.

- **Learning Across Significant Differences**

Students learn to recognize, respect and bridge differences - critical skills in an increasingly diverse world.

- **Personal Engagement**

Students develop their capacities to judge, speak and act on the basis of their own reasoned beliefs.

- **Linking Theory with Practical Applications**

Students understand abstract theories by applying them to projects and activities and by putting them into practice in real-world situations.

#### The Six Expectations of an Evergreen Education:

- Articulate and assume responsibility for your own work

- Participate collaboratively and responsibly in our diverse society
- Communicate creatively and effectively
- Demonstrate integrative, independent and critical thinking
- Apply qualitative, quantitative and creative modes of inquiry appropriately to practical and theoretical problems across disciplines
- As a culmination of your education, demonstrate depth, breadth and synthesis of learning and the ability to reflect on the personal and social significance of that learning

## **APPENDIX B**

### **Statement on Professional Ethics as adopted by the AAUP June 1987**

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and in proving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them that best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.



4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe that stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decisions upon the program of the institution and give due notice of the intentions.
  
5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon academic freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

## APPENDIX C

### Just Cause Guidelines

Just cause guidelines commonly used by arbitrators are as follows:

1. Notice. Did the Employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?
2. Reasonable Rule or Order. Was the Employer's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?
3. Investigation. Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Fair Investigation. Was the Employer's investigation conducted fairly and objectively?
5. Proof. At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"
6. Equal Treatment. Has the Employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?
7. Penalty. Was the degree of discipline administered by the Employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense, and (b) the record of the employee in his service with the Employer?

## **APPENDIX D**

### **Intellectual Property**

Both the College and the UFE recognize the policy “Patents and Copyrights,” currently in found Section 6.500 of the current Faculty Handbook. The College will amend this policy to provide for a UFE representative on the “Copyright and Patent Board,” which is responsible for interpretation and administration of the policy and for the distribution of income from College-Assisted Individual and External Sponsored Efforts.

Course materials developed personally by a faculty member who chooses to post that material on-line for public access shall be treated by both faculty and the College as belonging to the public domain. Neither the College nor faculty members will treat these materials as property for commercial use and exploitation.

Faculty members must obtain prior written permission from the owner before posting on-line for public access materials that are subject to copyright, trademark or other intellectual property protections. A record of this permission must be submitted to the College Patent and Copyright Officer.

## APPENDIX E

### One-time Hiring Process

The College's long-term temporary faculty members are valuable colleagues who have significant expertise and experience planning and teaching Evergreen curriculum. In an effort to recognize the important contributions made by long-term temporary faculty, the College proposes to add at least four regular faculty positions to its hiring process for the 2009-2010 academic year, as follows:

- 1.1 These positions will be full-time, regular faculty positions. They are not discipline specific, but will instead focus on the following criteria:
  - 1.1.1 Demonstrated excellence in broadly interdisciplinary teaching
  - 1.1.2 Demonstrated ability to collaborate with a variety of faculty colleagues to co-plan and to co-deliver curricular content
  - 1.1.3 Evidence of having met or exceeded all expectations of their previous employment contracts at Evergreen
  - 1.1.4 Knowledge of and dedication to the scholarship, overarching debates, and big questions relevant to one or more fields of study, as demonstrated by class content and teaching methods as well as by publications or professional activities
  - 1.1.5 A CV/portfolio which documents at least nine quarters of team teaching at Evergreen.

Any additional criteria (e.g., minimum degree requirements) will be included with the announcement of the positions.
- 1.2 Applications for these positions will be limited to individuals who have successfully completed at least nine (9) quarters of team teaching at Evergreen.
- 1.3 Once applications have been received, the hiring process for these positions will parallel the hiring process for all other regular faculty positions.
- 1.4 Individuals who apply for but are not offered a regular position through the one-time hiring process remain eligible for visiting and/or adjunct faculty contracts, and may reapply for regular positions advertised in the future through the College's normal hiring process.

## **Memorandum of Understanding**

The purpose of this Memorandum of Understanding between the United Faculty of Evergreen (“UFE”), and The Evergreen State College (“Evergreen”) is to memorialize agreements reached between the parties during bargaining for an initial collective bargaining agreement.

### **Recitals**

During the parties’ labor negotiations, they discussed the College’s plans to revise and update its retirement plan, as well as other shared interests they wish to pursue following implementation of the collective bargaining agreement.

### **Agreement**

Now, therefore, the parties agree as follows:

1. In considering changes and amendments to the College Retirement Plan, UFE urges that serious consideration be given to the following:

a. Permit faculty to designate all or a portion of the employer and employee contributions to TIAA-CREF as Roth (after-tax) contributions as permitted under current law and the Internal Revenue Code.

b. In the event of the death of a participant before retirement, allow a domestic partner any option available under TIAA-CREF rules, including the option of a lump sum settlement of accumulated benefits.

2. UFE has expressed a strong interest in adjusting compensation paid to faculty members who are currently paying imputed income tax on the value of health insurance provided to their domestic partners through the College’s insurance plans. The parties agree that this issue, and potential approaches to addressing it, should be a topic of continuing discussion and joint study during the term of the Agreement.

3. The parties have identified a number of issues that were not sufficiently discussed during bargaining. While neither party is obligated to re-open the Agreement or to make changes associated with these topics during the term of the Agreement, the parties recognize that additional discussion of these issues may lead to further agreements and will, in any event, be of value.

a. Wages, hours and working conditions associated with summer school;

b. The bargaining unit status of certain administrative positions in the College’s Service Centers;

c. The shape of the current faculty salary grid and potential revisions to it in a future a collective bargaining agreement;

d. Potential subjects of bargaining associated with the College's extended education program.

4. The parties agree to work collaboratively to schedule and participate in discussion around the issues identified in this Memorandum.

Signed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

The Evergreen State College

United Faculty of Evergreen

\_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_