

WSU #
17771

**INTERAGENCY AGREEMENT BETWEEN
WASHINGTON STATE UNIVERSITY
AND EASTERN WASHINGTON UNIVERSITY**

THIS INTERAGENCY AGREEMENT (hereinafter "Agreement") is made and entered into by and between Washington State University (hereinafter "WSU") and Eastern Washington University (hereinafter "EWU"), both state of Washington institutions of higher education. EWU and WSU will be collectively referenced as the "Parties."

IT IS THE PURPOSE OF THIS AGREEMENT to set forth the rights and obligations of the Parties and the terms and conditions governing certain aspects of the WSU WWAMI Program at the Riverpoint Campus.

The Parties agree to the following terms and conditions:

A. EWU'S ROLE AND RESPONSIBILITIES:

1. EWU will provide course instruction in the WWAMI Riverpoint Campus program to the extent mutually agreed by the Parties based on the resources available at EWU and the amount of resources required by WSU.
2. EWU will provide course development for WWAMI courses to the extent mutually agreed by the Parties based on the resources available at EWU and the amount of resources required by WSU.
3. EWU will provide course directors for the WWAMI Riverpoint Campus Program to the extent mutually agreed by the Parties based on the resources available at EWU and the amount of resources required by WSU.

B. WSU'S ROLE AND RESPONSIBILITIES:

1. WSU shall provide funding to EWU for services provided and costs incurred related to the provision of services to the WSU WWAMI Riverpoint Campus program to include: course instruction, course development, and course directors.
2. WSU shall provide EWU a payment of \$156,000 per year for services provided the first year of the Agreement. The Parties shall meet prior to April 1, 2009 and mutually determine whether the Agreement is to be extended for a second year and the amount of payment for the second year of the Agreement, if any. They shall meet prior to April 1, 2010 and mutually determine whether the Agreement is to be extended for a third year and the amount of payment for the third year of the Agreement, if any. These extensions, if any, shall be by signed writing.
3. WSU shall transfer funding to EWU in a lump sum by the end of July each year for the coming academic year expenses except for the start up year, funds should be transferred to EWU by August 16, 2008.

4. The WWAMI Director in consultation with EWU shall determine WSU's needs for services by April 1 of each year considering EWU's available resources.
5. The WWAMI Director in consultation with EWU shall determine course assignments by March 1 of each year to allow EWU enough time for resource planning which will be required as a result of EWU providing instructional services.

C. GOVERNANCE OF LOANED FACULTY

The Parties acknowledge that many of the working conditions of EWU faculty are governed by a Collective Bargaining Agreement ("CBA"). Attachment A. The Parties agree to comply with applicable requirements of the CBA for EWU faculty, including, but not limited to, workload and disciplinary actions. In the event WSU has concerns about performance or behaviors of faculty, those concerns shall be brought to the attention of the EWU Dean of the College of Science, Health and Engineering in a timely manner. The Parties agree to work collaboratively to address and resolve these issues, should they arise.

D. WSU POLICIES

WSU requires faculty who wish to participate in the WWAMI program at WSU to comply with WSU policies, including but not limited to WSU's Policy Against Discrimination and Sexual Harassment (EP 15, http://www.wsu.edu/~forms/HTML/EPM/EP15_Discrimination_and_Sexual_Harassment.htm) (Attachment B) and Policy on Faculty-Student and Supervisor-Subordinate Relationships (EP 28, http://www.wsu.edu/~forms/HTML/EPM/EP28_Faculty-Student_and_Supervisor-Subordinate_Relationships.htm) (Attachment C).

E. INDEMNIFICATION/RESPONSIBILITIES

Each Party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. EWU faculty working in the WWAMI program shall retain their identities as EWU faculty, and EWU shall be responsible for their conduct in the WWAMI program to the same extent as if they were working within their usual EWU positions.

Neither Party shall be responsible for the errors or omissions of the other.

No Party to this Agreement shall be responsible for the acts and/or omissions of third parties.

F. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be one (1) year, subject to annual extensions for up to three (3) years, and shall commence on August 1, 2008, and be completed (so long as annually extended in writing) on June 30, 2011 (the "Term"), unless terminated sooner as provided in this Agreement.

Subsequently, this Agreement may be renewed for successive 3-year terms upon the mutual written consent of the Parties.

G. NON-DISCRIMINATION

Neither party will discriminate against any person on the basis of race, creed, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, gender identity or expression, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

H. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

I. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each party.

J. CONTINUATION CONTINGENT UPON FUNDING

Continuation of this Agreement is contingent upon continued funding of the WWAMI program.

K. TERMINATION

Either party may terminate this Agreement by notice delivered on or before April 1 of each year of the Agreement or by failure to extend the Agreement annually by April 1 of each year of the Term. Further, the Agreement may be terminated at any time upon the mutual written consent of the Parties. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

L. DISPUTES

If any significant concerns or disputes arise related to this Agreement, the Parties agree that the matter shall first be brought to the attention of the other Party, in writing. If it cannot be resolved at a program level, the dispute shall be referred to the Provosts of the respective institutions who shall then make prompt, diligent efforts to resolve any such matter.

M. GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington.

N. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

O. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

P. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties as to its subject matter. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

Q. CONTRACT ADMINISTRATION/NOTICE

Any notices required to be given or which shall be given under this Agreement shall be in writing, delivered mailed by first class mail, postage prepaid or transmitted by hand delivery:

Notices to EWU:

Dr. John Mason, Provost and Vice President for Academic Affairs
Eastern Washington University
220 Showalter Hall
Cheney, WA 99004

Notices to WSU:

Dr. Steven L. Hoch, Provost and Executive Vice President
Washington State University
P.O. Box 641046
French Administration Building Room 436
Pullman, WA 99164-1046

Copy to:

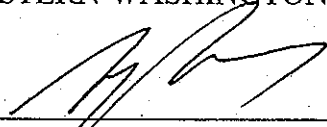
Kenneth P. Roberts, Director
WWAMI Spokane
P.O. Box 1495
Spokane, WA 99210-1495

R. SIGNATURES

The Parties affirm the persons below have signature authority for the Parties. By their signatures on this Agreement, the Parties agree to all of its terms and conditions.

For:

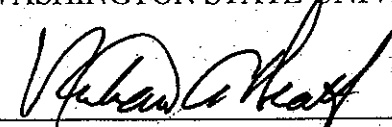
EASTERN WASHINGTON UNIVERSITY



Mary Voves, Vice President of Business
and Finance

Date: 8/12/08


WASHINGTON STATE UNIVERSITY



Richard Heath, Senior Associate
Vice President of Business and Finance

Date: 8/11/08


Approved As To Form:



Deborah Danner, Sr. Counsel
Assistant Attorney General
Attorney for EWU

Date: 8/19/08

Approved As To Form:



Sylvia Glover, Sr. Counsel
Assistant Attorney General
Attorney for WSU

Date: 8/7/08

EASTERN WASHINGTON UNIVERSITY
AND
UNITED FACULTY OF EASTERN WASHINGTON UNIVERSITY
JUNE 23, 2006 – AUGUST 31, 2009

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PREAMBLE

Eastern Washington University (the "University") and the United Faculty of Eastern Washington University (the "UFE") (collectively, the "Parties") agree as follows:

ARTICLE 1: ACADEMIC ORGANIZATION

1.1 Principles.

1.1.1 The University's academic organizational structure should reflect and promote the mission, academic plan and programs of the University. It is based upon a multidimensional framework, recognizing different organizational needs of various units, yet providing for equitable consideration of all programs within institutional goals and policies.

1.1.2 Teaching will remain the primary function of faculty members at the University; however, departments may need faculty who can fulfill a variety of roles and not all faculty will have the same roles or responsibilities in a department.

1.1.3 The University should provide every faculty member with:

(a) An opportunity for professional development within the resources and strategic plan of the University; and

(b) A clear understanding of the conditions of employment, particularly the policies and procedures governing retention, tenure and promotion.

1.2 Shared Responsibilities. The academic administration of the University shall be based upon the principle of shared responsibility in governance. Organizational procedures will place decision accountability as close as possible to the most adequate and appropriate source of expertise and information, and provide for specific evaluation and review of all operations.

1.2.1 The structure should promote effective and efficient management as directly and simply as possible.

1.2.2 Every program unit (departments, centers, colleges, schools, etc.) will prepare explicit goal statements which will be reviewed regularly, both for consistency with institutional mission and goals and for relationship to program productivity.

1.2.3 The faculty will participate in the selection of academic administrative personnel.

1.3 Department and College Policies and Procedures.

- 1.3.1 Each college shall develop Policies and Procedures ("P&P") and a mission statement that are consistent with the University Policies and Procedures and mission. The college P&P, upon approval by a ballot of the college faculty affected by the issues in the P&P, are forwarded to the Chief Academic Officer for final approval. Review of the college P&P will be conducted at least every three (3) years, and any proposed revisions will be approved by a ballot as described in this paragraph.
- 1.3.2 Each department shall develop P&P and a mission statement that are consistent with the respective college P&P and mission. Department P&P, upon approval by a ballot of the department faculty affected by the issues in the P&P, are submitted to the dean for preliminary approval and forwarded to the Chief Academic Officer for final approval. Review of the department P&P will be conducted at least every three (3) years, and any proposed revisions will be approved by a ballot as described in this paragraph.
- 1.3.3 The Chief Academic Officer's approval of department and college P&P does not imply approval or disapproval of individual Faculty Activity Plans ("FAP") as defined below.
- 1.3.4 Colleges and departments shall develop strategic plans and goals which are consistent with the University strategic plan and make recommendations about how resources will be allocated to accomplish their plans and goals.
- 1.3.5 Assessment plans must be a component of both college and department strategic plans and shall be consistent with the University's Assessment Plan. All plans shall include comprehensive measures of student outcomes and competency by major. These plans shall be filed with the college dean and the Office of Institutional Research, Demography, and Assessment.

ARTICLE 2: APPOINTMENT, ASSIGNMENT, RANK AND PROMOTION

2.1 Faculty Appointments. A full-time contract year, except for Librarians, is the three (3) quarters of fall, winter and spring. Summer session appointments are by separate contracts.

2.1.1 Faculty status.

(a) Probationary appointments

(i) Assistant Professor

(ii) Associate Professor

(iii) Full Professor

- (iv) Librarian II
- (v) Librarian III
- (vi) Librarian IV
- (b) Tenured Appointments
 - (i) Associate Professor
 - (ii) Full Professor
 - (iii) Librarian III
 - (iv) Librarian IV
- (c) Special Faculty
 - (i) Lecturer/Library Associate
 - (ii) Senior Lecturer/Senior Library Associate
 - (iii) Faculty in Residence
- (d) Quarterly faculty who teach 1/6 time or more in any academic year or are appointed to .17 or greater FTE assignment as a library faculty member.

2.1.2 Authority for Appointment and Reappointment. All faculty appointments and reappointments are made upon the recommendation of the Chief Academic Officer and the President to the Board of Trustees and are not effective until the Board of Trustees has taken formal action. Only those terms of employment that are made in writing to the appointees shall be binding upon the University.

2.1.3 Faculty Recruitment. The University will establish policies and procedures for faculty recruitment that are consistent with guidelines adopted by the American Association of University Professors. Departmental faculty members and the department chair will provide their recommendations regarding faculty candidates to the dean through the selection process described in the individual department and college P&P.

2.1.4 Additional Staffing. The parties recognize the vital role that tenured and tenure-track faculty play in academic life of the University, and share a commitment to emphasizing the role of tenured and tenure-track faculty in teaching at the University. Consistent with department needs and University resources, the University will give first consideration to adding tenure-track positions when adding staff to meet increased student demand.

2.1.5 New Faculty Appointments.

- (a) All candidates must meet the qualifications for the rank to which they are appointed, and are expected to provide, either through professional experience or graduate experience, evidence and continuing potential for:
 - (i) Excellent teaching or librarianship that commands the respect of students and faculty as demonstrated through such measures as peer evaluations and student evaluations of teaching.
 - (ii) Important professional contributions of local, state or national significance.
 - (iii) Superior professional activity, scholarship and/or creative activity.
 - (iv) Working collegially, collaboratively and productively to achieve department, college and university goals.
- (b) In addition to the minimum criteria for rank stated in this Article, colleges and departments may establish additional criteria for appointment and promotion.
- (c) At the time of appointment, each faculty member will be informed of the criteria for retention, tenure and promotion as described in the departments' and colleges' P&P.

2.1.6 Appointment with Tenure. Faculty may be hired with tenure at the rank of Associate Professor, Full Professor, Librarian III or Librarian IV. The process for hiring with tenure must follow the hiring-in procedures as designated in the college and department plans, and it must include the full evaluation process for granting tenure by faculty of the department. Those hired in with tenure must, at least, meet the criteria and qualifications for the rank of Associate Professor or Librarian III as indicated in Sections 2.1.10 and 2.1.13.

2.1.7 Joint Appointments. Faculty may be appointed in two (2) or more departments/programs subject to the following conditions:

- (a) The original appointment must be approved by each of the departments or programs to which it is made.
- (b) The proportion of an appointee's professional responsibilities and rights during the academic year shall be agreed upon in writing at the time of the appointment by the appointee and those departments or programs to which the appointment is made. Ordinarily, at least one-third of the appointee's professional rights and responsibilities must be in each of the departments or programs involved. Such proportion shall be changed only through consultation among the appointee and the affected administrative units.

Changes in the appointment must be approved by the departments or programs to which the appointment was made.

- (c) A joint appointee shall be evaluated for promotion, retention and tenure by a faculty committee whose composition proportionately reflects the division of his/her professional responsibilities between or among the departments or programs to which the appointment is made. If the joint appointment is in more than one college or unit, the reviewing committee shall include representation from each.
- (d) The Department/Unit Personnel Committee must include representation from the departments/units involved unless this is impossible due to the number of tenured faculty, in which case tenured faculty from related disciplines will serve.

2.1.8 Probationary Appointments. Faculty may be hired on a tenure track at the rank of Assistant, Associate or Full Professor, Librarian II, Librarian III, or Librarian IV.

2.1.9 Assistant Professor.

- (a) Qualifications: A doctorate or terminal degree is required, however, appointment without these qualifications may be made in exceptional circumstances. Faculty who have this rank shall not have yet attained tenure status.
- (b) Length of Probationary Period. The normal full probationary period is six (6) years. The initial appointment is a one year probationary appointment. Probationary appointments may exceed six (6) years, as provided in paragraph (i) below.
 - (i) Extensions of Probationary Period. No later than the conclusion of the fifth year evaluation, a faculty member may make a request to the department chair for a one (1) year extension of the probationary period due to extenuating circumstances outside the candidate's control which have significantly affected the candidate. Such circumstances may include but are not limited to health problems of the candidate or the candidate's family; the birth or adoption of a child; or additional assignments that may have interfered with the execution of the FAP. The department chair's recommendation will be forwarded to the dean, who will grant or deny the request. A candidate may request reconsideration of a denied request through the Faculty Review Board process described in Section 2.3.
 - (ii) Faculty with less than a full six (6) years of probationary service who demonstrate exceptional achievements may be considered for tenure and promotion after the fourth year if nominated by their

department personnel committee, their chair, and dean. Refusal to consider early promotion and tenure may not be appealed through the grievance procedure or other review procedures established in this Agreement.

- (iii) Faculty who, at the time of hire, negotiated an agreement for consideration for tenure and promotion with less than a full six (6) years of probationary service may be considered for tenure and promotion according to the terms in their offer of employment. The fact that a faculty member has an agreed shortened probationary period will not preclude early consideration for tenure and promotion through the nomination process described in paragraph (ii) above.

2.1.10 Associate Professor. A doctorate or terminal degree appropriate to the appointment, and six (6) or more years of successful professional experience are normally required. Faculty appointed at the rank of tenure-track associate professor must be evaluated for tenure in the third year. If tenure is not granted, notification must be given by March 1 of the third year and a one (1) year terminal appointment is granted.

2.1.11 Full Professor. A doctorate or terminal degree appropriate to the appointment, and ten (10) years of successful professional experience are normally required. Faculty appointed at the rank of tenure-track full professor must be evaluated for tenure in the second year. If tenure is not granted, notification must be given by March 1 of the second year and a one (1) year terminal appointment is granted.

2.1.12 Professional Librarians.

- (a) The professional library staff shall have faculty status and equivalent rank (Librarian II, III, IV), but contract appointments may differ from those of other University faculty in length of appointment (up to twelve (12) months/year), salary and vacation periods in accordance with the needs of the University and the normal practices of the profession.
- (b) As a general policy, new appointments will be made at the rank of Librarian II. A new appointment may be made at the rank of Librarian III, if the candidate meets the paper qualifications for the rank, and the application has the support of the dean and the Library Faculty Personnel Committee.
- (c) Original appointment of candidates who do not meet the paper qualifications at the rank of Librarian III and all original appointments at the rank of Librarian IV may be approved upon recommendation of the Library Faculty Personnel Committee and only when the candidates possess outstanding qualifications which are essential for carrying out an effective program.

2.1.13 Qualifications for Rank of Library Faculty.

- (a) Librarian II. A master's degree in librarianship and at least three (3) years of successful professional experience shall normally be required. Library faculty holding this rank shall not have yet attained tenure. In addition to the minimal rank criteria described in this Agreement, the Library has established additional criteria for appointment and promotion to this rank.
- (b) Librarian III. A second master's degree or the doctorate in librarianship or equivalent degree, and six (6) years or more of successful professional experience shall normally be required. A faculty member lacking the doctorate, equivalent degree, or second master's degree shall have at least nine (9) years of successful professional experience. This is the lowest rank at which tenure may be awarded.
- (c) Librarian IV. The doctorate in librarianship, an equivalent degree, a second master's degree, or other terminal degree appropriate to the field, and ten (10) years successful professional experience shall be required. A library faculty member lacking the doctorate or second master's degree may be appointed to the rank of Librarian IV only in exceptional cases and where expertise in his/her field is clearly equivalent or superior to that associated with the doctorate or second master's degree.

2.1.14 Qualifications and Appointment Term for Special Faculty Titles. The following are contractual, non-tenure track positions and an annual contract year is the three quarters, fall, winter and spring.

- (a) Lecturer/Library Associate. Qualified faculty with teaching/librarianship responsibilities on an annual contract.
- (b) Senior Lecturer/Senior Library Associate. Qualified faculty with at least six (6) years of successful service as a Lecturer/Library Associate may be appointed as a Senior Lecturer/Senior Library Associate on a multiple year contract. Upon appointment to Senior Lecturer/Senior Library Associate, the notice of non-renewal will be one year. For positions funded by external sources, elimination of the external funding is grounds for termination, irrespective of the one year notice requirement.
- (c) Faculty in Residence (Scholar in Residence, Visiting Assistant, Associate or Full Professor). These titles may be granted to individuals of exceptional qualifications brought to the institution to provide a short-term enhancement for a program.

2.1.15 Quarterly Faculty. Qualified faculty with teaching or librarian responsibilities hired on a quarterly contract.

2.2 Procedures for Retention, Tenure and Promotion.

2.2.1 Evaluation Committees. University departments shall establish departmental personnel committees and the University library shall establish a library personnel committee for the purpose of evaluating faculty members for retention, tenure and promotion. The department/library personnel committee shall be made up of a minimum of three (3) tenured faculty who, where possible, hold a rank at or above that of the person being considered. Small departments may include faculty members from related areas and large departments may establish more than one committee.

2.2.2 Schedule. The Office of Academic Personnel will provide the colleges with timelines outlining dates related to the retention, promotion, tenure process.

2.2.3 Retention of Probationary Faculty.

(a) Department Evaluation.

- (i) Full-time faculty on probationary status will be evaluated annually, regardless of contract length, by the department chair and by the departmental and/or unit personnel committee to determine reappointment. Probationary faculty will be provided with timelines relative to retention decisions. Such evaluations will be based upon progress in meeting goals contained in the FAP. It is expected that the FAP will be in effect throughout the probationary period unless modified by mutual agreement between the faculty member, department chair, departmental personnel committee, dean, and Chief Academic Officer.
- (ii) As part of the evaluation process, the department will provide the faculty member with an annual assessment of progress on the FAP and a recommendation regarding probationary status. The evaluation will be signed by the faculty member and retained in her/his official personnel file in the Office of Academic Personnel.
- (iii) The department personnel committee and/or unit and the department chair shall each forward a recommendation to the unit dean as to whether the faculty member should be:
 - (1) Continued on probationary status.
 - (2) Removed from probationary status and continued as a special faculty member. Consecutive appointments shall not exceed six (6) years, or

- (3) Given notice that their appointment will not be renewed or will be terminated according to timelines described in Subsection (e) below.
- (iv) Department chair and committee evaluations and recommendations shall be retained in the faculty member's file in Academic Personnel. Supporting materials, including student evaluations, may be returned to the faculty member.
- (b) College Review. If provided by the college P&P, the college personnel committee may review the department chair's and department personnel committee's recommendations regarding retention of a probationary faculty member and provide its own recommendation to the dean.
- (c) Chief Academic Officer Review. The recommendations regarding retention of probationary faculty members made by the department chair, department personnel committee, college personnel committee (if applicable) and dean will be forwarded to the Chief Academic Officer, who will forward his/her recommendation to the President. The President will then make a recommendation to the Board of Trustees.
- (d) Probationary Contract for Third Year Faculty. Following the third successful year of a probationary appointment, faculty will be provided with a three-year probationary contract. If performance shortcomings are identified through the annual evaluation process during the term of such contract, probationary faculty shall be provided with a plan to correct the performance shortcomings which includes timelines for improvement. The plan will be created by the department chair and the affected probationary faculty member, and will be approved by the department personnel committee, the college personnel committee (if applicable), the dean and the Chief Academic Officer. Probationary faculty who do not resolve performance shortcomings following an opportunity to do so may be terminated with notice as provided in Subsection (e) below.
- (e) Notice of Nonrenewal or Termination of Probationary Contract.
- (i) The first probationary year must include two quarters of full time employment. Summer appointments do not qualify.
- (ii) Notice of intent not to renew an appointment for the following year, or to terminate a three-year probationary contract, shall be given in writing to the individual in accordance with the following standards:
- (1) Not later than March 1 of the first academic year of service if the appointment is to expire at the end of that year.

- (2) Not later than December 1 of the second year of the probationary period if the appointment is to expire at the end of that year.
- (3) For faculty in their third through sixth years of the probationary period, notice of intent not to renew shall be given no later than June 1 for a terminal appointment which expires at the end of the next academic year.

2.2.4 Promotion.

- (a) Effective Date of Promotion. The effective date of promotions resulting from the regular promotion process is September 1 in the next academic year.
- (b) Eligibility for Consideration.
 - (i) Candidate for Promotion/Rank Qualification. Candidates for promotion to Associate Professor/Librarian III with tenure must have at least six (6) years in the Assistant Professor/Librarian II rank, four (4) of which must have been at the University. Candidates for Full Professor/Librarian IV must have at least four (4) years in the Associate Professor/Librarian III rank at the University and must meet the qualifications for such rank. The timelines in this Section will not apply to those who, at the time of hire, negotiated a different set of timelines that are included in their offer of employment.
 - (ii) Presidential Rights-Promotion. The President has the right to promote any faculty member at any time subject to approval of the Board of Trustees.
- (c) Evidence Considered.
 - (i) Determining Evidence to be Considered. The types of evidence considered shall be described in the department and college P&P, and will be consistent with the definitions of the ranks and include the general areas specified in the sections on qualifications for rank and in this Section.
 - (ii) Candidate Responsibility. It shall be the responsibility of the candidates to provide their department chair and their department/library personnel committee with up-to-date information for their promotion file. They shall indicate the criteria category to which each of their accomplishments shall be assigned. The candidates may not use an accomplishment for evaluation in more than one area.

- (iii) Scope of Evidence. The academic units shall consider all written evidence provided by the department chair, personnel committee and other knowledgeable individuals related to teaching, scholarship and service provided by the candidates.
- (iv) Evaluation of Teaching. Documentation of teaching performance, including peer reviews of teaching performance as described in the candidates' FAP and student evaluation of every class taught during the most recent four (4) quarters, must be included. Student evaluations shall be compiled through use of a standardized university assessment instrument. The UFE and the University will form a joint study committee for the purpose of identifying an appropriate instrument. The statistical data compiled from that instrument shall not, standing alone, preclude consideration for promotion or tenure. Candidates may request a course exemption from evaluation from their department chair.
- (v) Evaluations. Evaluations prepared by the department chair, the department personnel committee, the college personnel committee (if applicable), and the dean from the period of probation or, in the case of post-tenure promotion, from the prior four (4) years must be included.

(d) Tenure/Promotion Review and Recommendations.

- (i) Department Level. The department personnel committee and/or unit and the department chair shall each forward a recommendation in writing to the unit dean as to whether the faculty member should be promoted.
- (ii) College Level. The college P&P specify the scope of the college personnel committee's responsibility and review. After receipt of the department level recommendations, the college personnel committee shall review the candidate's record and make a recommendation to the dean. The Library personnel committee and the Library Faculty Chair separately review the candidate's qualifications and make a recommendation to the dean as provided in the Library Plan. The written recommendations, including the dean's, are forwarded to the Chief Academic Officer.
- (iii) Chief Academic Officer Level. After reviewing the complete record, the Chief Academic Officer will forward his/her written recommendation to the President who will then make a recommendation to the Board of Trustees. In the event of a negative recommendation, any deadlines for notification or action required by the Board of Trustees will be extended until completion of the reconsideration process. If the Chief Academic

Officer's recommendation is negative, the faculty member will be informed in writing of the reasons. In the case of a nontenure recommendation, the faculty member has the right to a two step Reconsideration process.

- (iv) Tenure Review of Sixth Year Probationary Faculty. Following the full six-year probationary period and based upon an explicit tenure and rank evaluation, appointment to tenure status may be awarded a regular full-time faculty member. The evaluations for tenure and Associate Professor and Librarian III status are part of a single, comprehensive process. This evaluation will result in either granting tenure and promotion to associate professor/Librarian III or a one-year terminal appointment for the following year.
- (v) Candidate Response. The candidate shall receive copies of the written recommendation at each stage of the review. Within three (3) working days following receipt of the recommendations from the department personnel committee and the chair, the faculty member may submit a written statement to correct factual errors in the recommendations. Within three (3) working days following receipt of the recommendation from the college personnel committee and the dean, the faculty member may submit a brief written rebuttal to the deficiencies noted in any negative recommendation submitted by an individual or committee. A copy of the faculty member's correction of fact and/or rebuttal will be forwarded to the Chief Academic Officer and placed in his/her personnel file.

2.3 Reconsideration.

2.3.1 Step One: In the event of a negative recommendation by the Chief Academic Officer regarding retention, tenure or promotion, the faculty member may file a request for reconsideration with the Chief Academic Officer. Such request must be made within five (5) days of the faculty member receiving the negative recommendation. The faculty member shall set forth with specificity the basis for the reconsideration request, which may be substantive and/or procedural in nature. The Chief Academic Officer may, within ten (10) days, at his/her discretion, (1) refer the challenged recommendation back to the appropriate administrative level for review, or (2) render his/her own judgment on the matter. In either case, no later than twenty (20) days following submission of the issue to the Chief Academic Officer, he or she shall make his/her recommendation to the President and the Board of Trustees and shall inform the complainant of that recommendation in writing.

2.3.2 Step Two: Faculty Review Board. If, after reconsideration, the Chief Academic Officer's recommendation remains negative, the faculty member may appeal the Chief Academic Officer's negative recommendation to a Faculty Review Board

("FRB"). The faculty member must file the appeal in writing with the Academic Personnel Office within five days of receiving the Chief Academic Officer's reconsideration notification.

The function of the FRB shall be to determine whether the appropriate faculty body gave adequate consideration to the faculty member's candidacy in reaching its decision and, if the FRB determines otherwise, to request reconsideration by that body or administrator. The FRB shall not substitute its judgment on the merits for that of the previous decision makers.

- (a) Composition of the FRB. The FRB panel shall consist of three (3) faculty members, including a chair, appointed by the UFE from the ranks of full professors and Librarians IV. The panel shall receive training regarding the proper standard of review by University and UFE representatives. The panel shall be appointed within five (5) days of the filing of the appeal, with written notice of such appointments provided to the appellant and the Chief Academic Officer. The Chief Academic Officer and/or the appellant have the right to challenge panel members because of a conflict of interest or lack of impartiality. Any such challenges shall be filed within twenty-four (24) hours of receipt of the notice of appointment. The president of the UFE shall rule on any such challenge and either deny the challenge or appoint another member to the panel within three (3) calendar days of receiving the challenge.
- (b) Panel Procedures. Grounds for appeal shall be limited to the failure to provide adequate consideration, *i.e.*, procedural issues. The appeal shall set forth with specificity the nature of the alleged failure to provide adequate consideration. Within five (5) days of receiving the appeal, the lowest body rendering a negative recommendation shall submit a response to the appeal with the FRB with a copy provided to the appellant. Within ten (10) days of receiving the appeal or five (5) days of the unchallenged appointment of the panel, whichever is greater, the FRB shall convene. The appellant shall appear before the FRB to explain why he/she believes adequate consideration has not been provided and to answer questions by the FRB. While the appellant may be accompanied by person(s) of his/her choice, only the appellant may address the FRB, unless otherwise requested. The University shall be represented at the hearing by the Chief Academic Officer or designee. The FRB may consider any documents or testimony deemed relevant. The appellant bears the burden of establishing that he/she has not been accorded adequate consideration. The deliberations of the FRB shall be closed and confidential. Within seven (7) working days of the close of the hearing, the FRB shall issue a written decision to the appellant and the Chief Academic Officer that:
 - (i) Adequate consideration was given; or

- (ii) Adequate consideration was not given, and require that the lowest body rendering a negative recommendation reconsider. In such instances, the FRB should indicate the ways in which it believes that consideration may have been inadequate.
- (c) Procedures Subsequent to FRB Remand.
 - (i) The FRB may, within ten (10) days, (1) refer the challenged recommendation back to the appropriate administrative level for review, or (2) render its own judgment on the matter. In either case, no later than twenty (20) days following submission of the issue to the FRB, it shall inform the complainant and the Chief Academic Officer of its decision in writing. The Chief Academic Officer, after reviewing the FRB decision and any post-FRB recommendations, shall make his/her recommendation to the President and the Board of Trustees and shall inform the complainant of that recommendation on in writing.
 - (ii) The faculty member shall have no further right to reconsideration or appeal and cannot file a grievance.
- (d) Claims of Discrimination. If the faculty member alleges unlawful discrimination relating to retention, tenure or promotion, the faculty member shall file a formal written complaint with the University affirmative action officer. The University shall investigate the complaint pursuant to its Discrimination Complaint Procedure. Complaints of unlawful discrimination shall not be the subject of a request for reconsideration or appeal to the Faculty Review Board. Requests for reconsideration and appeals to the FRB shall be held in abeyance until the conclusion of the Discrimination Complaint Procedure.

2.4 Notice Rights - Reappointment, Non-Reappointment and Separation of Tenure-Track Probationary Faculty.

- 2.4.1 Returning Appointees. Faculty members who have voluntarily terminated their appointments at the University shall be regarded as new appointees if they return in any form of appointment.
- 2.4.2 Letter of Appointment. Upon reappointment or continuation of appointment of a faculty member, an annual letter of appointment will be issued. The letter of appointment signed by the appointee shall be returned to the Chief Academic Officer within fifteen (15) days of its receipt to indicate the appointee's acceptance of the conditions of appointment.
- 2.4.3 Resignation. Faculty members who intend to resign their appointments should provide written notice to their unit dean at the earliest possible date. Faculty

members who intend not to accept reappointment shall provide written notice thereof not later than fifteen (15) days after receipt of the letter of appointment.

2.5 Faculty Personnel Files.

2.5.1 Rights of Faculty. A faculty member has the right to review her/his official personnel file in the Office of Academic Personnel and to place written responses to any material in the file. Written recommendations, evaluations, or other documents relating to performance shall be placed in the official personnel file in the Office of Academic Personnel in a timely fashion.

2.5.2 Confidentiality. Faculty files are public records, subject to the Washington Public Disclosure Act. Therefore, confidentiality cannot be promised. Should a request be made pursuant to the Washington Public Disclosure Act for individual faculty records, then the faculty member shall be promptly informed in writing of the request. Administrative access to faculty records shall be on a "need to know" basis.

ARTICLE 3: COMPENSATION AND BENEFITS

3.1 Base Wage Increases.

3.1.1 Effective June 1, 2006, all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty will receive a 2.0% increase in their base salary.

3.1.2 Effective September 1, 2006, all lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty will receive a 4.25% increase in their base salary.

3.2 Additional Compensation. All lecturers, senior lecturers, faculty in residence, probationary faculty and tenured faculty employed as of the date the UFE ratifies this Agreement will receive a one-time payment equal to 1.0% of their base salary (this amount will be prorated for those working less than full-time).

3.3 Merit Awards.

3.3.1 Creation of Program. Beginning with the 2006-2007 academic year, the University will establish awards for outstanding contributions to teaching, scholarship (and/or creative activity) and service, and outstanding contributions in two or more of these categories, as follows:

(a) Outstanding Faculty Awards.

(i) The ten (10) faculty members who have made the greatest contribution to teaching during the course of the previous academic year will receive a one-time award of \$1500.

- (ii) The ten (10) faculty members who have made the greatest contribution to scholarship and/or creative activity during the course of the previous academic year will receive a one-time award of \$1500.
- (iii) The ten (10) faculty members who have made the greatest contribution to service during the course of the previous academic year will receive a one-time award of \$1500.
- (b) Distinguished Faculty Awards. From among the ten (10) faculty members who receive awards for their contribution to the categories of teaching, scholarship or service, the faculty member judged to have made the greatest individual contribution in each category will receive an additional one-time award of \$2500.
- (c) Professors of the Year Awards. The five (5) faculty members who have made the greatest contribution to the University during the course of the previous academic year through their outstanding performance in two or more of the categories of teaching, scholarship and/or service will receive a one-time award of \$2500.
- (d) President's Award Winner. From among the five (5) faculty members who receive awards for their contribution to the University through their outstanding performance in two or more of the categories of teaching, scholarship and/or service, the faculty member judged to have made the greatest individual contribution to the University will receive an additional one-time award of \$2500.

3.3.2 Process for Identifying Award Recipients.

- (a) Finalists for merit awards will be nominated by the college personnel committees. Each committee may nominate a maximum of ten percent (10%) of the college faculty for awards related to teaching, scholarship and service, and may nominate a maximum of five (5%) of the college faculty for the multi-discipline awards.
- (b) Award winners will be selected from those nominated by a University-wide committee comprised of one (1) faculty representative selected by each of the colleges, one (1) faculty representative selected by the library, and two (2) representatives selected by the Chief Academic Officer. The Committee will be responsible for developing criteria for the awards, and communicating those criteria with the colleges.

3.3.3 Timing of Payments. Award recipients will receive their payments through the University's regular payroll process within thirty (30) days of the date of their award.

3.4 Salary Upon Hire. The University will determine the salary for newly hired faculty members, provided that no faculty member will be hired at a rate less than the minimum salary for his or her rank or title.

3.4.1 Quarterly faculty will be compensated at a rate of at least \$500 per credit.

3.4.2 Effective June 1, 2006, the minimum salaries for the academic ranks and titles shall be:

Lecturer/Library Associate: \$26,264

Senior Lecturer/Senior Librarian/Visiting (fill in title): \$30,133

Assistant Professor/Librarian II: \$42,500

Associate Professor/Librarian III: \$44,885

Professor/Librarian IV: \$50,496

3.4.3 For tenure-track and tenured faculty hired or promoted during the 2006-2007 academic year, the minimum salaries for the academic ranks and titles shall be:

Lecturer/Library Associate: \$27,381

Senior Lecturer/Senior Librarian/Visiting (fill in title): \$31,413

Assistant Professor/Librarian II: \$43,000

Associate Professor/Librarian III: \$46,792

Professor/Librarian IV: \$52,642

3.5 Salary Upon Promotion.

3.5.1 Faculty members who are promoted from Assistant Professor/Librarian II to Associate Professor/Librarian III shall receive a permanent salary increase to the minimum salary level for the new rank as provided in Section 3.4 above, or 7.5% of the Associate Professor/Librarian III minimum salary, whichever is greater.

3.5.2 Faculty members who are promoted from Associate Professor/Librarian III to Professor/Librarian IV shall receive a permanent salary increase to the minimum salary level for the new rank as provided in Section 3.4 above, or 10.0% of the Professor/Librarian IV minimum salary, whichever is greater.

3.5.3 Faculty members who are promoted from Lecturer to Senior Lecturer shall receive a permanent salary increase to the minimum salary level for the new

title as provided in Section 3.4 above, or 5.0% of the Senior Lecturer minimum salary, whichever is greater.

3.6 Retention Increases. In the event that a faculty member has received an offer of greater pay from another institution, the faculty member may request that his/her department seek approval from the dean and Chief Academic Officer to make a counter offer. Faculty will need to provide written verification of a bona fide better offer. A decision not to make a counter offer may not be grieved.

3.7 Overload. Overload will be compensated at a minimum of \$500 per credit taught.

3.8 Chair Compensation.

3.8.1 Stipend. A stipend will be paid to each department chair based on the weighted formula below. The expectation for department chairs is that they are available during the month of September prior to the beginning of fall quarter.

Factors:	Formulas:
FTE of departments	Chair receives \$100 per department FTE
FTES (average of 4 years)	Chair receives a \$1,000 for having a UG program or Grad program
Major (average of 4 years)	Chair receives \$1,500 if the department has a UG and Grad program
Base Salary	Chair receives a summer stipend of 1/9 of their base
	Chair receives a portion of \$5,000 for FTES depending on Dept's percent of the College's total FTES (Dept FTES/Total FTES * 5000)
	Chair receives a portion of \$5,000 for Majors depending on dept's percentage of the College's total Majors (Dept Majors/Total Majors * 5000)

3.8.2 Administrative Assigned Time. Each department chair will be assigned administrative time in consultation with the college dean ranging from .50 to 1.0. The criteria for assignment include, but are not limited to:

- (a) The size of the academic unit using faculty FTE guidelines.
 - 8-12 faculty = .50 assigned administrative time
 - 13-20 faculty = .65 assigned administrative time
 - 21-30 faculty = .80 assigned administrative time
 - 30+ faculty = 1.0 assigned administrative time
- (b) The complexity of the programs (e.g., multiple degree programs, certification programs, special off-campus programs, etc.).
- (c) The external/cross-campus interactions and commitments.

3.9 Pay Periods. Effective September 1, 2007, academic year faculty salaries will be paid in eighteen (18) equal payments, beginning on or before October 11 and ending on or before June 26.

3.10 Temporary Assignments. Faculty temporarily reassigned to different duties or to a different location shall retain their normal rate of pay.

3.11 Support for Research, Development, and Institutional Enhancement. University support for the enhancement of instruction and research which benefits the entire University community promotes accomplishment of the University's instructional mission. Support for enhancement of instruction and research is also important to individual faculty members, who must meet the requirements for retention, tenure and promotion identified in their FAP.

3.11.1 Faculty Development Allocations.

- (a) To support the academic strategic plan, college and department P&P, and individual FAPs, the University will fund a pool each fiscal year with an amount equal to \$1,200 per tenure and tenure-track faculty member.
- (b) All probationary and tenured faculty members shall be eligible to receive these funds; eligibility for other faculty members to apply shall be at the discretion of individual colleges/university library and departments.
- (c) Faculty development funds per individual will be distributed in accordance with guidelines contained within individual college/university library and department plans, which will identify criteria and procedures.

- (d) A separate fund to support professional development for state-supported instructional special faculty of \$20,000 will be distributed annually from the office of the Chief Academic Officer.
- (e) Faculty development funds may be used for a variety of purposes, including, but not limited to, travel to collections, attendance at national conferences and purchase of software or equipment.

3.11.2 Faculty Summer Research and Development Grants.

- (a) To support the University academic strategic plan, annual funding for faculty summer research and development grants will be \$250,000. Grants will be awarded through a competitive, University-wide faculty review process.
- (b) All full-time faculty are eligible to apply for faculty summer research grants with support from the department and dean.
- (c) Faculty with more than a nine (9) month appointment may not receive salary payments beyond a full-time appointment for summer.

3.12 Insurance Benefits.

3.12.1 Long Term Disability Insurance. The University will provide eligible probationary, tenured, and senior lecturers with long-term disability insurance, with a 120-day benefit waiting period, through the Washington State Health Care Authority ("WSHCA"). Eligibility shall be determined by the rules applicable to the long-term disability insurance plan. Faculty members who elect a WSHCA long-term disability insurance plan with a benefit waiting period of less than one hundred twenty (120) days shall be responsible for paying the additional costs associated with their choice of plan.

3.12.2 Health Insurance. Faculty members will receive contributions toward their health insurance premiums in accord with the rates and policies determined by the WSHCA.

3.12.3 Life Insurance. The University will continue providing existing life insurance benefits to eligible faculty at the rates in effect immediately prior to the effective date of this Agreement.

3.13 Retirement Contributions.

3.13.1 For those faculty who participate in the University's retirement plan, the University will provide contributions as follows:

- (a) Faculty who are less than 35 years old will receive a contribution equal to 5.0% of their base salary.

- (b) Faculty who are 35-49 years old will receive a contribution equal to 7.5% of their base salary.
- (c) Faculty who are 50 or older will receive a contribution equal to 10.0% of their base salary.

3.13.2 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 University will make the retirement contribution required by the respective plan.

ARTICLE 4: DEPARTMENT CHAIRS

- 4.1 Responsibilities of the Department Chair. The department chair is the chief administrative officer of the academic department, a member of the faculty and a member of the bargaining unit. The responsibilities of the chair are to provide effective leadership and fiscal, program, and personnel management in the operation of the department. Specific roles and responsibilities of the department chairs are described in their respective college P&P. Chairs may not initiate a grievance regarding matters arising from their duties and responsibilities as chairs.
- 4.2 Process for Recommendation and Appointment. Department faculty will select a nominee for department chair through an election conducted according to procedures outlined in their respective college P&P. The Nomination from the department will be forwarded to the dean, who will forward his/her recommendation to the Chief Academic Officer. The Chief Academic Officer will forward his/her recommendation to the President and the Board of Trustees for confirmation.
- 4.3 Term. Chairs may serve two consecutive four-year term(s) based upon satisfactory performance. Faculty who have served eight (8) years as department chair may be reappointed after a minimum one (1) year break in service. In exceptional circumstances, a chair may serve more than two (2) consecutive four (4) year terms. The initial date of appointment for new department chairs will be July 1 unless another date is approved by the dean.
- 4.4 Evaluation of Chair's Performance. Department chairs shall be reviewed annually by the unit dean. Faculty will participate in the evaluation of chairs at least every two years. The chair will be reviewed based on the performance of duties and responsibilities as outlined in the college and departmental P&P. The results of the review will be shared with the department chair. Based on the evaluation of performance, a plan may be developed jointly by the dean and the chair for improvement or the chair may be removed by the dean. The department by a 2/3 majority recall vote may initiate a request to the dean to remove the chair at the end of any academic quarter. The dean shall conduct the vote in the department. The chair may resign at any time.

ARTICLE 5: DISCIPLINE

- 5.1 Just Cause. No faculty member shall be disciplined or discharged without just cause. Just cause guidelines commonly used by arbitrators are set forth in Appendix A.
- 5.2 Progressive Discipline. The University shall apply where appropriate the principles of progressive discipline which include, but are not limited to, the following steps: verbal warning, written warning, suspension without pay and, finally, discharge. The University will not be required to apply progressive discipline where the nature of the offense calls for immediate discharge or imposing discipline without progression.
- 5.3 Disciplinary Procedures.
- 5.3.1 Informal meetings between the University and faculty members regarding workplace issues are encouraged.
- 5.3.2 If prior to or during a meeting between the University and a faculty member, the University concludes that discipline could result from the information provided by the faculty member, the meeting shall be designated as a disciplinary meeting by the University. All disciplinary meetings shall be conducted in private.
- 5.3.3 Faculty members are entitled, at their option, to have UFE representation during any meeting to discuss disciplinary action, or during any investigatory interview conducted by the University 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. The University will notify faculty members before the start of any meeting or interview governed by this Section of the right to UFE representation, and shall permit the faculty member reasonable time to arrange for participation of a UFE representative.
- 5.3.4 Faculty members shall be given a reasonable opportunity to respond to complaints which could lead to discipline.

ARTICLE 6: DURATION

- 6.1 This Agreement shall take effect following acceptance by the UFE and upon ratification by the Board of Trustees, and shall remain in effect until August 31, 2009.
- 6.2 The Parties will reopen this Agreement effective June 30, 2007, for the purposes of negotiating changes to faculty wages during the final two (2) years of the Agreement. In addition to wages, either party may open up to two (2) additional provisions of this Agreement on June 30, 2007, by providing written notice to the other party in advance of that date; provided that Section 10.4 – Workload may not be reopened prior to commencement of negotiations for a successor agreement.

ARTICLE 7: GRIEVANCE PROCEDURE

- 7.1 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.
- 7.2 Definition of Grievance. A grievance is a dispute between the University and the UFE, on its own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.
- 7.3 Time Limits. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both Parties. If the UFE, on behalf of the employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.
- 7.3.1 The day after the event, act or omission shall be the first day of a timeline under this Article. In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following University business day.
- 7.3.2 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.
- 7.4 Submission of Grievances and Responses.
- 7.4.1 All grievances and requests for arbitration must be submitted to the University's Academic Personnel Office, by fax, hard copy, or electronic mail. University responses will be submitted to the UFE's business office by fax, hard copy, or electronic mail.
- 7.4.2 Grievances shall include the following:
- (a) the specific term(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
 - (b) a statement of the grievance; and
 - (c) the remedy sought.
- 7.5 Cooperation Between the Parties. The University and the UFE will supply each other with requested information reasonably needed to facilitate processing the grievance. Any meetings scheduled to discuss a grievance will be set at mutually convenient times.

7.6 Process.

7.6.1 Step 1. The UFE shall submit the grievance within twenty-one (21) calendar days of the day the faculty member(s) or UFE knew or reasonably should have known of the events giving rise to the grievance. The appropriate Dean shall hold a meeting with the grievant and his or her UFE representative within fourteen (14) calendar days of his or her receipt of the grievance, and shall respond to the grievance in writing within fourteen (14) calendar days of such meeting.

7.6.2 Step 2. Should Step One fail to resolve the grievance, within fourteen (14) calendar days following its receipt of the Dean's Step 1 response, the UFE shall submit the written grievance to the Academic Personnel Office for consideration by the Provost. The Provost shall hold a meeting with the grievant and his or her UFE representative within fourteen (14) calendar days of the receipt of the grievance, and shall respond in writing to the grievance within fourteen (14) calendar days of such meeting.

7.6.3 Step 3. Should Step Two fail to resolve the grievance, the UFE shall submit a written request to the University to arbitrate the grievance within fourteen (14) calendar days after its receipt of the Provost's Step 2 response. The UFE shall simultaneously submit a written request for arbitration to the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service and request that the Parties be provided with the names of seven (7) qualified arbitrators from the Washington, Oregon or 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.

7.7 Rules. The Parties agree that if there is question of arbitrability that the arbitrator shall rule on the arbitrability issue before scheduling a hearing on the case in main.

7.7.1 The arbitrator will:

- (a) Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- (b) 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;
- (c) Not make any award that provides a faculty member with compensation greater than would have resulted had there been no violation of this Agreement.

7.7.2 Arbitrations will take place in accord with the Labor Arbitration Rules of AAA unless the Parties agree otherwise in writing.

7.7.3 The arbitrator shall issue written decision to the Parties within thirty (30) calendar days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The decision shall be final, conclusive and binding on the University, the UFE and the faculty members; provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.

7.7.4 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 it shall bear the costs of 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 transcript.
- (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 costs of any mutually agreed postponements and/or cancellations 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 case.

7.8 General Provisions.

7.8.1 Documents related to the processing of a grievance will be maintained and filed separately from the personnel files of affected faculty members.

7.8.2 No faculty member shall suffer reprisals for filing a grievance, for being a witness in a grievance, or for participating in the grievance process.

7.8.3 By mutual agreement the Parties may choose to utilize an expedited arbitration process.

ARTICLE 8: INTELLECTUAL PROPERTY RIGHTS

8.1 In recognition of the importance of providing uniform policies and procedures for the regulation and administration of intellectual property rights generated by the activities of its faculty, employees, and others associated with the University, such as visiting scholars, the University has adopted and will maintain an Intellectual Properties Policy (see Appendix B). In the event the University wishes to make changes to the Intellectual Properties Policy, it will first provide written notice of its proposed changes to the UFE and, if requested, will bargain with the UFE over any proposed changes.

ARTICLE 9: LEAVES

9.1 Sick Leave.

9.1.1 All faculty absences due to illness, injury or disability shall be reported to the department chair. Absences of up to two (2) workweeks in duration for illness, injury or temporary disability will be considered sick leave. The faculty member and the department chair shall be responsible for making arrangements to cover or reschedule all classes missed by absence due to sick leave.

9.1.2 Quarterly faculty shall be entitled to up to two (2) workweeks of paid sick leave during the term of their contract. Any leave taken beyond two (2) workweeks in a quarter for the reasons described in Section 9.1.4 shall be unpaid and may, at the discretion of the dean following consultation with the department chair, result in termination of the faculty member's contract.

9.1.3 Probationary, tenured and special faculty shall be entitled to paid sick leave of up to two (2) workweeks for each separate occurrence for the reasons described in Section 9.1.4.

9.1.4 Sick 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 eighteen (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.

9.2 Medical Verification. For absences of three (3) or more days, the University may require written medical verification of the reason for the faculty member's absence.

9.3 Short-Term Disability Leave.

9.3.1 Absences of longer than two (2) consecutive workweeks caused by a condition described in Section 9.1.4 will be considered short-term disability leave. In addition to paid sick leave for the first two (2) weeks of a condition described in Section 9.1.4, probationary, tenured and special faculty shall be entitled to disability leave as provided in this Section.

9.3.2 Eligible faculty members must notify their department chair and the dean's office when they become aware of the need for any disability leave, and must provide any required written medical verification of the reason for the leave. The dean must approve all disability leave.

9.3.3 Amount of Disability Leave.

- (a) Lecturers and faculty in residence will be entitled to paid disability leave during the term of their contract up to a maximum of the number of weeks noted in the table below.

Years Completed at EWU	Weeks of Paid Disability Leave
<1	2
1	2
2	4
3	6
4	8
5+	10

- (b) Senior lecturers and probationary faculty shall be entitled to up to twelve (12) workweeks of paid short-term disability leave during an academic year; provided that nothing in this Section will require an extension of the term of appointment for a special faculty or probationary faculty member.
- (c) Tenured faculty shall be entitled to up to fifteen (15) workweeks of paid short-term disability leave during an academic year.

9.3.4 Pay During Disability Leave. Faculty members shall receive their normal salary during any period of short term disability leave.

9.3.5 Unpaid Leave. Any disability leave permitted beyond the paid leave provided in this Section will be unpaid. Following all paid and any permitted unpaid disability leave, the dean may, at his or her discretion, terminate the contract of a special faculty member.

9.4 Paid Professional Leave.

9.4.1 Professional leave shall be granted by the Board of Trustees for research or creative work which leads to the improvement of undergraduate and graduate teaching. Selection for professional leave will be judged on the merits of each case as it meets the specific scholarship and/or research and service deemed important to the University criteria for selection. The element of rotation shall not be a factor in selection. Professional leave may be taken to pursue projects in the following areas:

- (a) Research.
- (b) Scholarly and Creative activity, including the scholarship of teaching.
- (c) Any other area of professional development that complies with the criteria set by the Research, Service and Scholarship Committee.
- (d) Retraining of tenure and tenure-track faculty facing program reduction or elimination.
- (e) Service to the University and/or the external community.

9.4.2 Exclusions. Professional leave will not be granted for the purpose of working for an advanced degree or the possible acquisition of credit applicable toward an advanced degree.

9.4.3 Eligibility. Full-time tenured faculty are eligible for professional leave when they meet one of the following qualifications:

- (a) After an initial three (3) years of consecutive service, a professional leave may be granted for a maximum of one (1) academic year in any six-year period of full appointment, provided that the faculty member presents an application that meets all other requirements regarding leave qualification. The six (6) year period will be computed from the year of initial full-time appointment.
- (b) In computing consecutive years of service, periods of sick or disability leave, and up to one (1) year of professional leave of absence without pay will be counted. A period of leave without pay to do graduate work will not count as part of the six (6) year period, but will not be considered a break in service for purposes of computing eligibility for professional leave.
- (c) A year's professional leave may, based on the approved application, be taken in one (1), two (2) or three (3) quarters at a time. If fewer than three (3) quarters are taken at a time, the remaining quarter(s) may, if approved in a subsequent application, be taken within the remainder of the six-year period. Additional quarters are not guaranteed.

9.4.4 Policies Governing Personnel on Leave.

- (a) Individuals on professional leave shall be entitled to the same benefits as other academic personnel. This applies to salary raises, insurance coverage, liability coverage, retirement, professional development funds, office space, and the usual departmental resources.
- (b) The period of leave shall be counted as time in rank and experience on the Eastern faculty.

- (c) Faculty members returning from professional leave will resume their academic or professional rank and position, or a different position mutually agreeable to the faculty member and the University administration. In the event the faculty member's prior position is eliminated during the time the employee is on leave, the rights of the faculty member will be governed by the provisions of Article 12 – Reductions in Force.

9.4.5 Policies Involving Programs and Services. State law requires that the aggregate cost of remunerated professional leaves awarded at the institution during any year, including the cost of replacement personnel, shall not exceed the cost of salaries that otherwise would have been paid to personnel on leave.

- (a) The University will allocate leaves amounting to between eighty percent (80%) of the legislatively allowed maximum, and the legislatively allowed maximum of full-time equivalent faculty (as defined by the Office of Financial Management) who are engaged in instruction and exempt staff.
- (b) The Chief Academic Officer may reserve up to fifteen percent (15%) of the legislatively allowed maximum number of leaves to be awarded at his/her discretion. The Chief Academic Officer will report awards under this paragraph to the Research & Scholarship Committee (RSS Committee) before June 30 of the year in which they occurred.

9.4.6 Terms and Conditions.

- (a) The granting of paid professional leave shall not become automatic upon application. The University RSS Committee will evaluate the applications and recommend the granting of leaves on the basis of the:
 - (i) Purpose and scope of the proposed project;
 - (ii) Quality and feasibility of the proposed project;
 - (iii) Ability of the individual to carry out a successful project;
 - (iv) Significance and potential value of the project to the individual, an area of study, the University's Strategic Plan initiatives and the State of Washington;
 - (v) Retraining leaves due to program elimination shall receive priority consideration by the committee.
- (b) To receive consideration an individual must make formal application in writing.

- (c) Faculty on leave shall receive 90 percent of their quarterly salary if the leave is taken for one (1) quarter; 82.5 percent of their salary for the two (2) quarters; and 80 percent of their annual salary if the leave is taken for three (3) quarters. Within the six-year period referenced above, no more than one (1) quarter will be compensated at the 90 percent rate; subsequent quarters will be compensated at the 75 percent rate.
- (d) Salary for leave will be determined on the basis of the salary agreement in effect during the specified period of leave. Outside consulting which is not in direct support of the project for which remunerated professional leave is granted will be permitted with the prior approval of the dean and the Chief Academic Officer.
- (e) Faculty members may seek additional support for their projects from outside agencies. Such aid must be in direct support of the project for which professional leave is granted. A portion of this aid may be used to supplement the leave stipend. (State law stipulates that the base salary cannot be exceeded. Thus, additional stipend funds will be used to reduce the University stipend, thereby allowing the granting of additional professional leaves.)
- (f) The granting of any such professional leave shall be contingent upon a signed contractual agreement between the Board of Trustees and the recipient providing that the recipient shall return to the University following his or her completion of such leave and serve in a professional status for a period equal to the amount of leave so granted. Failure to comply with the provisions of such signed agreement shall constitute an obligation of the recipient to repay to the institution any remuneration received from the institution during the leave.
- (g) Methods of payment while on leave should be set through mutual agreement of recipient and the University.
- (h) A written report of the completed project shall be submitted to the appropriate dean for forwarding to the Chief Academic Officer, the president and the Board of Trustees.

9.4.7 Application Procedures.

- (a) Applications for professional leave shall be submitted in writing to the Chief Academic Officer by November 15. The Chief Academic Officer will announce the deadline at the beginning of each fall quarter of the academic year preceding the academic year in which the leave is to be taken. In exceptional cases, such as an opportunity arising upon shorter notice, later applications may be considered at the discretion of the Chief Academic Officer and the RSS Committee.

- (b) Applications must include the following:
- (i) Statement of the proposed project;
 - (ii) Purpose and scope of the proposed project;
 - (iii) Value and significance of the project, both intrinsically and in relation to the applicant's teaching and other responsibilities at Eastern;
 - (iv) Detailed plans for carrying out the project
 - (v) Evidence of the feasibility of the project and evidence of the individual's ability to pursue the project successfully;
 - (vi) Evidence of support for the proposed project, including letters from other institutions and other individuals concerned with the proposed project, if applicable;
 - (vii) Dates and length of leave requested;
 - (viii) Time, if any, to be devoted to another activity or project, including beginning and terminal dates;
 - (ix) Remuneration, if any, from other sources; and
 - (x) Written proof that the faculty member's program is subject to program elimination (if applicable).
- (c) Applications should be submitted through the department chair to the appropriate dean. Each dean will forward to the Chief Academic Officer those applications that have been recommended by the department chair and the dean. All such applications will be reviewed by the RSS Committee. Its recommendation should be made to the Chief Academic Officer as soon as possible after receiving the applications.
- (d) Notification to the applicant of the decision concerning the granting of the leave shall be made by the President not later than the end of the quarter following that in which the application was submitted.
- (e) Faculty who take fewer than three (3) quarters leave and who wish to take the remaining quarter(s) during the six-year period should apply for the remaining leave in the manner described above. Each application is a new application and will be considered with all others for that year.

- (f) Faculty whose applications are not forwarded to the Chief Academic Officer may appeal to the FRB within five (5) days of receiving such notice.

9.5 Personal Leave of Absence without Pay. Faculty members may request (through their department chair and dean) personal leave without pay for periods of one (1) quarter or more subject to the following provisions:

9.5.1 Such leaves will be granted for no more than one (1) year at a time but may be extended upon approval of the Board of Trustees.

9.5.2 Individuals on a one (1) year leave must notify the University in writing by March 1 whether they will return for the following academic year.

9.5.3 Approved leave time will not count toward years of service. Approved leave without pay will not interrupt years of consecutive service.

9.5.4 A letter of agreement detailing the specific conditions of each leave will be prepared by the dean in consultation with the chair, signed by the requesting faculty, and submitted to the Chief Academic Officer for final approval.

9.6 Professional Leaves of Absence without Pay. Faculty members may request (through their department chair and dean) a professional leave without pay to enhance their knowledge and skills for periods of one (1) quarter or more subject to the following provisions:

9.6.1 Such leaves will be granted for no more than one (1) year at a time, but may be extended upon approval of the Board of Trustees.

9.6.2 Individuals on a one (1) year leave must notify the University in writing by March 1st whether they will return for the following academic year.

9.6.3 Approved leave time shall count for tenure and/or promotion. Approved leave without pay will not interrupt years of consecutive service.

9.6.4 Approved leave time spent acquiring an advanced degree will not count towards years of service.

9.6.5 A letter of agreement detailing the specific conditions of each leave will be prepared by the dean, in consultation with the chair, and forwarded to the Chief Academic Officer and will be signed by the requesting faculty.

ARTICLE 10: PROFESSIONAL RIGHTS AND RESPONSIBILITIES

10.1 Academic Freedom and Tenure. The Statement of Academic Freedom and Tenure, 1940 Statement of Principles has been adopted as a basic guideline for University policies by action of the Board of Trustees. See Appendix C. To the extent that there are conflicts

between this Agreement and these basic guidelines, the terms of this Agreement will prevail.

10.2 Ethics. The Statement of Professional Ethics as adopted by the AAUP June 1987 has been adopted as a basic guideline for University policies by action of the Board of Trustees. The principles of professional ethics shall be upheld by all members of the University community. See Appendix D.

10.3 Faculty Activity Plans.

10.3.1 Plan Content. The FAP shall be consistent with the University mission and Strategic Plan, college and department strategic plans, P&P, and the Agreement. The FAP shall include all areas of professional activity, development, and expected performance; describe an equitable workload; and include any other expectations as required by department or college P&P. Where the FAP is intended to lead to tenure and/or promotion the plan shall so state.

10.3.2 Development of the FAP.

(a) Development of the FAP is a collaborative process. All continuing faculty members shall, in consultation with the department personnel committee and the department chair, prepare a FAP specifying areas of activity for the period of the plan. A new faculty member's FAP shall be prepared no later than the conclusion of the first academic quarter covered by the plan. The term of the initial FAP is determined as follows based upon the faculty members rank upon hiring:

- (i) Tenure track Assistant Professor 6 years
- (ii) Tenure Track Associate Professor 3 years
- (iii) Tenure Track Full Professor 2 years

(b) Term and preparation of subsequent FAPs.

(i) An approved FAP must be in place prior to the expiration of the previous FAP.

(ii) The term of the subsequent FAP is determined by the faculty members rank as follows:

- (1) Tenured Associate professor 4 years
- (2) Tenured Full professor 5 years
- (3) Senior Lecturer Term of Appointment

10.3.3 Approval of the FAP.

- (a) All FAPs must be approved by the department personnel committee, department chair, dean and the Chief Academic Officer. At the option of the college, and as expressed in the college P&P, FAPs may also be approved by the college personnel committee. A copy of all approved FAPs will be retained in the Academic Personnel Office.
- (b) If a FAP is not approved by the department personnel committee and/or the chair, the faculty member will prepare a revised plan in consultation with the department personnel committee and the chair. If an acceptable plan is not prepared by the end of the subsequent quarter, the chair and department personnel committee will revise the plan. The dean and, at the option of the college, the college personnel committee, will review the revised FAP and if approved by both, this FAP will govern the faculty member's approved activity for the period of the plan.

10.3.4 Evaluation Process. Probationary faculty, tenured faculty and senior lecturers will be evaluated annually in regard to their FAP. The timelines for such reviews will be established by the Chief Academic Officer.

- (a) Prior to the evaluation, the faculty member will submit to the department personnel committee a current vita; a description of his or her workload, including instructional load, scholarship/research/creativity activity, and service as defined by the department and college P&P; evidence of teaching effectiveness, and such additional materials as the faculty member deems relevant to the FAP.
- (b) Based on materials submitted by the faculty member relating to activity since the last review, the department personnel committee and department chair shall prepare independent evaluations of, and where appropriate, recommendations for, each faculty member. The department personnel committee and the chair shall review each other's evaluations and seek to work out any significant differences.
- (c) The department personnel committee's and department chair's evaluations and recommendations, together with the materials submitted by the faculty member, shall be forwarded to the college personnel committee (if appropriate) and to the appropriate dean for review and approval.

10.3.5 Modification of the Plan. FAPs may be modified during their term. A faculty or the chair may request in writing a modification. All modifications are subject to the same approval process as the original FAP.

10.4 Workload.

10.4.1 Professional Responsibilities of Faculty Members. The University Strategic Plan calls for an environment that is supportive of learning and teaching excellence. To further this goal, the workload of probationary and tenured faculty members will consist of a combination of teaching, scholarship/creative activity, and service determined as provided in this Article. The primary professional responsibility of faculty members shall be teaching. Unless otherwise assigned, the workload of special and quarterly faculty members will be composed of teaching.

10.4.2 Teaching.

- (a) Teaching Responsibilities. All faculty are expected to be current in their field or discipline and maintain methods of professional practice or performance. Each faculty member is responsible for meeting all scheduled classes. Each faculty member is also responsible for planning, organizing and informing students of the course content, texts, readings, assignments, attendance regulations and methods of evaluation including grading scales. Faculty are responsible for scheduling and attending office hours to meet the needs of students as identified in department plans. They are also responsible for turning in grades according to the deadline established by the registrar's office.
- (b) Special and Quarterly Faculty Teaching Workload. Unless otherwise specified in the special or quarterly faculty member's letter of appointment, workload for such faculty members consists solely of instruction. The teaching load for special faculty will be forty-five (45) credits per academic year.

10.4.3 Scholarship/Creative Activity. Tenured and tenure-track faculty are expected to engage in research, scholarship and/or creative activity, including professional activities leading to publication, performance, or formal presentation in the faculty member's field, or leading to external funding recognizing the faculty member's current or potential contribution to his/her field.

10.4.4 Service. Tenured and tenure-track faculty are expected to engage in public service, which includes organized, educational, civic and consultative activities, and service to the University on committees or in administrative capacities.

10.4.5 Advising. As part of their professional responsibilities, tenure and tenure-track faculty are expected to advise students who are declared majors in their department on department, college and University requirements and career opportunities in their disciplines.

10.4.6 Determination of Workload.

- (a) The workload assigned to special and quarterly faculty will be described in the contract issued to the special or quarterly faculty member at the time of hire or rehire.
- (b) The workload of all tenured and tenure-track faculty will include a combination of teaching, scholarship/creative activity and service. The composition of these professional duties and responsibilities for an individual faculty member in an academic year will be determined by the faculty member and department chair, and approved by the dean, as described below. Workload will be composed of eighty percent (80%) teaching, equivalent to thirty-six (36) credit hours of lecture/demonstration course instruction during an academic year, and a combination of scholarship/creative activity and service that accounts for the remaining twenty percent (20%) of the faculty member's professional responsibilities. Variances in the ratio of teaching to scholarship/creative activity and service may be due to accreditation requirements; assigned time for administrative responsibilities; the extent of research and service activities as defined in FAPs; and teaching productivity from special faculty within the college.
 - (i) Where the credits associated with a particular mode of instruction do not fairly approximate the weekly student contact hours (*e.g.*, science courses with associated labs, field application, individual instruction), weekly student contact hours will be used in conjunction with credits in determining the number and type of courses included in a faculty member's annual workload. The relation between contact hours and credits will be determined by agreement between the faculty member, department chair and dean.
- (c) The process for determining workloads for tenured and tenure-track faculty shall be as follows:
 - (i) On or before February 15, the overall workload of each department will be established by the dean following consultation with the department chair.
 - (ii) The department chair will consult with individual tenured and tenure-track faculty regarding departmental workload and the expectations of the individual faculty member in light of the department's needs and the faculty member's FAP. The faculty member will then prepare an individual workplan outlining his or her planned teaching, scholarship/creative activity and service workload for the academic year. All such workplans

must be submitted to the department chair for review on or before March 15.

- (iii) On or before March 31, the department chair shall submit to the dean the faculty workplans for department members, along with a summary of how those workplans meet the department's established workload requirements.
- (iv) Following approval by the dean, the annual workplan for each faculty member will be appended to his or her FAP, and a copy will be provided to the faculty member no later than the last day of the current academic year.
- (d) Librarian workloads, including their scheduled hours of work and expectations for scholarship and service, will be determined according to the process described in Subsection (c) above.
- (e) Faculty member's workloads shall be determined with the expectation that the tenured and probationary faculty will have the opportunity to meet the established criteria for reappointment, promotion, tenure, and post-tenure review.
- (f) With approval by the dean and Chief Academic Officer, faculty may be permitted to buy out workload (*e.g.*, through grant-funded activities), provided that the overall teaching, scholarship, and service needs of the unit, as determined by the department chair and approved by the dean, can otherwise be met.
- (g) Shifts in enrollment and department needs, and other unanticipated or emergency situations, require some flexibility in faculty members' teaching assignments. In the event such circumstances require a change to a faculty member's workplan, the department chair and faculty member will revise the plan and submit it to the dean for review as soon practicable. Unless the change is required by a situation that the faculty member and the dean both agree to be an emergency, the faculty member shall be given at least six (6) weeks notice before a change in his or her workplan takes effect.

10.4.7 Disputes Over Workload. Disputes regarding workloads or workplans shall be resolved as follows:

(a) Procedure.

- (i) In the event that a faculty member has a dispute over his/her workload or workplan, the UFE shall notify the appropriate dean within seven (7) calendar days of the date on which the dispute arose. The dean will convene a meeting with the faculty

member, the UFE (if the faculty member wishes UFE representation at this meeting), and the faculty member's department chair. The purpose of the meeting is to attempt to resolve the dispute.

- (ii) If the meeting results in a mutually agreed resolution of the dispute, the employee's workload will be revised consistent with the resolution. If the meeting does not result in a mutually agreed resolution, and the UFE chooses to pursue the dispute, the UFE President or his/her designee will inform the Chief Academic Officer within seven (7) calendar days of the conclusion of the meeting referred to in Subsection (i) above of the UFE's intent to refer the dispute to the Workload Dispute Faculty Review Committee ("FRC").
 - (iii) The FRC will convene within seven (7) calendar days of the date of the referral to hear the dispute. The FRC shall provide a written recommendation regarding the dispute to the UFE President and the Chief Academic Officer within seven (7) calendar days of the conclusion of the hearing.
 - (iv) The Chief Academic Officer will review the FRC's recommendation and shall either accept or reject that recommendation. The Chief Academic Officer shall notify the UFE President and the affected faculty member of his/her decision in writing within seven (7) calendar days from receipt of the FRC's recommendation. If the Chief Academic Officer chooses to reject the recommendation, (s)he shall include his/her reasons for doing so in the notification.
 - (v) The Chief Academic Officer's determination shall be final and binding, and may not be challenged through the Grievance Procedure in Article 7.
- (b) FRC Composition. No later than October 1, 2006, the UFE President shall select a pool of at least six (6) and not more than nine (9) members, with at least one member from each college. Each FRC will consist of three (3) members selected from this pool; provided that no faculty member may sit on an FRC hearing a dispute arising out of his/her department. The UFE is responsible for training the members of the FRC pool and shall do so no later than November 1, 2006.
- (c) Conduct of the Hearing.
- (i) The FRC shall select a chair who is responsible for conducting the hearing. The hearing will consist of a presentation by the UFE or affected faculty member, followed by a presentation

from the dean or his/her designee, followed by a period of rebuttal by each side. The initial presentations shall be limited to thirty (30) minutes each, the rebuttals to fifteen (15) minutes each.

- (ii) The FRC members may ask questions of either the UFE or the dean or his/her designee at any time during each presentation, at the conclusion of the presentation, or during the rebuttal periods. The Chair will serve as time keeper and restore the time taken by asking and answering questions to the thirty (30) minute presentation period and/or the fifteen (15) minute rebuttal period.
- (iii) If either party wishes to present documentary evidence during the hearing, the party shall notify the other side and make the documents available at least forty-eight (48) hours prior to the beginning of the hearing.
- (iv) Witnesses at the hearing are limited to the faculty member, his/her UFE representative, the dean and/or his/her designee.

10.4.8 Overload Teaching.

- (a) In order to assure that overload teaching activities do not impinge upon or serve as a detriment to the regular duties of the faculty, overload teaching should be of a non-recurring nature and should not exceed the equivalent of one (1) five-credit course per quarter for faculty whose workplans have not been adjusted to accommodate the additional teaching responsibility. Waivers for additional overload teaching may be granted by the appropriate dean and approved by the Chief Academic Officer.
- (b) Faculty who have been given assigned time for administrative activities may not receive overload for teaching without the approval of the Chief Academic Officer.

10.4.9 Summer Session.

- (a) The Chief Academic Officer or designee shall have the authority to appoint the faculty and staff members who teach during the summer session and shall set the salary and terms of the appointment subject to approval of the Board of Trustees within the budgetary limitations allowed proportionate to the teaching load (10 credits being a full load) and to faculty members' academic year base salary (22% of pay).

- (b) Faculty teaching during Summer Session will be paid consistent with University pay policies, state statutes and regulations. Payment must be made in the quarter earned.

- 10.5 Alcohol and Drugs in the Workplace. All faculty must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. The University and all faculty must comply with the provisions of the Drug-Free Schools and Communities Act, the Drug-Free Schools and Campuses Regulations, the provisions of WAC 172-64 (Alcohol Policy at Eastern Washington University), and the University's Drug-Free Workplace policy. Faculty may not use or possess alcohol while on duty, except when authorized by the University as part of a University-sponsored event. The possession or use of illegal drugs is strictly prohibited.
- 10.6 Compliance With University Confidentiality Obligations. Faculty will comply with the University's confidentiality obligations with respect to information disclosed to them in the course of their job duties. The University will notify faculty of these obligations and conduct training as appropriate for faculty exposed to confidential information.
- 10.7 Conflict of Interest. Faculty are bound to observe in all official acts the highest standards of ethics consistent with relevant Washington statutes (RCW's 42.17 and 42.52), the regulations of the Executive Ethics Board and its advisory opinions, and the relevant ethics policies of the University.

ARTICLE 11: RECOGNITION

- 11.1 Recognition. The 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:

All full-time and regular part-time employees of the University who are designated with faculty status, excluding casual or temporary employees as defined in WAC 391-35-350, administrators, confidential employees, graduate student employees, post-doctoral and clinical employees, and employees subject to Chapter 41.06 or 41.56 RCW.

ARTICLE 12: REDUCTION IN FORCE

- 12.1 Program Reduction and Discontinuance. The reduction or discontinuation of a program is a function of the University in its regular review of departments and programs, resource allocation and strategic planning. Program review, enrollment trends or severe financial crisis may prompt program discontinuance.
- 12.1.1 The University will set up its own procedures for program discontinuance. The current iteration of these procedures is contained in "Degree Program Discontinuance at Eastern Washington University" approved by the Academic

Senate on January 28, 2002 and subsequently approved by the Board of Trustees.

- 12.1.2 The University will make reasonable efforts to plan needed changes in educational programs so as to minimize sudden unexpected shifts of staffing of program units. In meeting changes brought about by shifts in student enrollment or program development, it is frequently necessary to change the faculty allocation to a given department or program unit. Such decisions shall be made by the Chief Academic Officer in consultation with the deans and the department chairs in the units affected.
- 12.1.3 When the Chief Academic Officer believes that the appropriate balance of faculty within a specific department or among the various departments is so distorted that it cannot be corrected without affecting positions held by probationary and/or tenured faculty, the Chief Academic Officer shall so notify the President, the chair of the Academic Senate and the president of the UFE. Before making this determination, the Chief Academic Officer will solicit and consider timely advice from the UFE as to whether the correction can be delayed or avoided by department reconfiguration or revitalization.
- 12.1.4 If a program is considered for discontinuance, the existing degree Program Discontinuance Policy approved by the Board of Trustees applies. The final responsibility for institutional action shall rest with the Board of Trustees.
- 12.1.5 In the event that a program has insufficient students, and discontinuing the program does not require the elimination of tenured or tenured track faculty positions, the program may be eliminated without following the process set out in this Section.

12.2 Severe Financial Crisis.

- 12.2.1 Whenever the President has reason to believe that a severe financial crisis may occur, he/she shall notify the Academic Senate and the UFE president of the nature of the expected emergency and supply supporting documentation. Within ten (10) working days of receiving notice of a severe financial crisis from the President, the UFE will submit any recommendations for managing the crisis in a report to the president and the Board of Trustees. The Board of Trustees shall be responsible for declaring any state of University-wide severe financial crisis.
- 12.2.2 On or before such declaration by the Board of Trustees, the President shall develop a plan for meeting the emergency. The final responsibility for institutional action shall rest with the President.
- 12.2.3 Support of instructional efforts will receive highest priority when a severe financial crisis requires reduction of the funding of University programs.

12.3 Reduction In Force. Reduction in Force is a layoff of faculty due to a severe financial crisis or program discontinuance or reconfiguration.

- 12.3.1 Except in the case of severe financial crisis, the President of the University shall inform the president of the UFE and the colleges/department(s) affected of intent to implement the reduction in force at least ninety (90) days prior to implementation. The UFE, upon receipt of such written notice, may request a meeting to review the reasons for such intent and to recommend ways to reduce and/or eliminate the need to implement this provision.
- 12.3.2 Faculty layoffs shall take place utilizing the following priority: quarterly faculty/librarians, special faculty/librarians, tenure-track faculty/librarians, tenured faculty/librarians.
- 12.3.3 The department(s) affected shall be notified in writing of the necessary reductions by the Chief Academic Officer.
- 12.3.4 Within fifteen (15) working days of receipt of such notice, the College(s) and Department(s) affected, in a manner to be determined by the deans, after consultation with the UFE, shall designate the positions, including appropriate qualifications, which are required to meet program needs. These positions will be filled by seniority, *i.e.*, date of appointment to rank or special faculty within each department or library, utilizing the priority listed in Section 12.3.2 above, provided the faculty member filling the position has the necessary qualifications. The results of this process shall be placed in writing and sent to the Chief Academic Officer within the time limit specified above.
- 12.3.5 Following receipt of the position designations from the department(s), the Chief Academic Officer will notify within five (5) working days, those faculty members who are to be laid off.
- 12.3.6 For layoffs resulting from program reconfiguration or discontinuance, senior lecturers, tenure-track and tenured faculty will be given notice as follows:
- (a) Senior lecturers, and tenure-track faculty within the first year of employment, shall be notified no later than March 1, for appointments based on the academic year, or three (3) months prior to the end of an appointment for appointments based on an alternative period.
 - (b) Tenure track faculty within the second year of employment shall be notified no later than December 1 for appointments based on the academic year, or six (6) months prior to the end of the appointment for appointments based on an alternative period.
 - (c) Tenure-track faculty with two (2) or more years of uninterrupted tenure track service, and all tenured faculty, shall be notified no later than June 1 for appointments based on the academic year, or twelve (12)

months prior to the end of the appointment for appointments based an alternative period.

- 12.3.7 For layoffs resulting from a severe financial crisis, special faculty lecturers, probationary and tenured faculty will be given notice as follows:
- (a) Special faculty, and tenure track faculty within the first year of employment, shall be provided with a minimum of three (3) months' notice prior to their layoff.
 - (b) Tenure track faculty within the second year of employment shall be provided with a minimum of six (6) months' notice prior to their layoff.
 - (c) Tenure-track faculty with two (2) or more years of uninterrupted tenure-track service, and all tenured faculty, shall be provided with a minimum of twelve (12) months' notice prior to their layoff.
- 12.3.8 Every effort shall be made to find suitable employment within the University for faculty laid off under this Article. Tenured faculty shall have the opportunity to obtain up to one (1) year's retraining, through remunerated leaves, for other programs which have a need for additional or replacement faculty and for which the faculty member is qualified. No faculty may be relocated without consultation with all departments concerned.
- 12.3.9 If faculty are laid off, they shall be placed on a reemployment list for up to two (2) years from the date of layoff. If two (2) or more faculty within a given department are laid off, the University shall place them on a reemployment list in order of seniority. Should a vacancy be created in that department by departure of one of the remaining department faculty whose position the laid off faculty member is qualified to fill, or an increase in the faculty allocation to that department, such vacancy cannot be filled until qualified faculty members on the reemployment list have been offered the position in order of seniority. Such offer shall be made in writing and shall provide the faculty member with thirty (30) days in which to respond. The laid off faculty member shall be required to return to employment no later than the beginning of the next academic year.
- 12.3.10 All faculty laid off under the provisions of this Section and who are subsequently rehired as indicated at Section 12.3.9 shall retain all accrued wage levels and benefits.

ARTICLE 13: TERMS OF AGREEMENT

- 13.1 Application of University Policies. This Agreement supersedes specific provisions of University policy with which it conflicts. Absent such a conflict, faculty members will be subject to all University policies. Issues or concerns regarding misapplication of University policy may be raised by the UFE through the Union-Management Committee

process described in Article 15. The University will provide the UFE with forty-five (45) calendar days' notice, and ample opportunity to provide input, prior to implementation of any proposed policy change during the term of this Agreement that affects faculty working conditions.

- 13.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and it supersedes any prior written or oral agreements between the Parties.
- 13.3 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.
- 13.4 Procedure for Ratification. Upon ratification by the UFE, the Agreement shall be submitted to the Board of Trustees for its approval. The Agreement shall take effect after ratification by the UFE and approval by the Board.
- 13.5 Savings Provision. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such court pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party, the University and UFE shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement of such provision.

ARTICLE 14: UFE—UNIVERSITY RELATIONSHIP

14.1 UFE Rights.

- 14.1.1 The UFE may purchase release time equal to one-half the UFE president or designee's load on a quarterly basis. The UFE will pay the appropriate part-time faculty rate for the college from which the faculty member is assigned. Appropriate notice will be provided.
- 14.1.2 The UFE may rent, for a nominal fee, an office on a space available basis.
- 14.1.3 A copy of the time, place and agenda of all Board of Trustees meetings shall be sent to the UFE president concurrent with distribution to the Board of Trustees members. In addition, the UFE president shall receive copies of the minutes of all Board of Trustees meetings.
- 14.1.4 The UFE shall designate a faculty representative who will be allowed to attend the regularly scheduled Board of Trustees meetings and report on UFE issues, consistent with the bylaws and procedures of the Board of Trustees.
- 14.1.5 The UFE shall have the right to payroll deduction of dues and assessments upon the submission of a signed authorization card. The authorization shall be

continued year to year unless a faculty member submits a revocation of authorization by October 15th of the year in which he/she wishes to withdraw his/her membership. The University will transmit the collected dues to the UFE per the UFE's instructions.

- 14.1.6 The UFE and its representatives shall have the right to schedule the use of University facilities to transact UFE business subject to standard facilities use policies and procedures. Where standard facility charges exist, the UFE will pay the same rate as any other outside, non-University, client.
- 14.1.7 UFE officers and stewards may make de minimis use of state-owned or operated campus mail, fax machines, the Internet, or intranets for the exclusive purpose of administering this Agreement. UFE officers and stewards may also make de minimis use of state-owned or operated e-mail for the exclusive purpose of administering this Agreement, including scheduling UFE meetings. Except as permitted in this Section, state-owned or state-provided equipment, services or supplies may not be used for conducting internal UFE business; provided that the UFE may use copiers or other normal office equipment by reimbursing the University according to the same reimbursement policies as apply to the other outside, non-University clients.
- 14.1.8 The University shall furnish to the UFE upon request documents or electronic information concerning its financial resources, expenditures, or other matters reasonably necessary to enable the UFE to carry out its duties as the exclusive bargaining representative for faculty members.
- 14.1.9 Upon request, the University shall provide the UFE with information regarding each faculty member. Such information shall include University rank, college and department assigned, length of employment within the University, email and University telephone numbers.

14.2 University Rights.

- 14.2.1 The University retains its statutory rights to the general supervision of the institution and the control and direction of expenditures from the institution's funds. The University has the legal responsibility to carry out the educational mission of the institution. The University reserves the right to manage, direct and supervise all work performed.
- 14.2.2 These rights include, but are not limited to:
- (a) Determining the mission of the University and methods and means necessary to fulfill that mission.
 - (b) Setting policy for the University, including budgetary and financial decisions related to program and administration.

- (c) Establishing and maintaining standards as they relate to curriculum, technology, service and research.
- (d) Responsibility for the construction and maintenance of all University facilities, grounds and equipment on and off campus.
- (e) Maintaining and improving the efficiency and effectiveness of University operations related to administration and program.
- (f) Final authority regarding faculty criteria for hiring and promotion, faculty employment and faculty standards of service, including direction of faculty and evaluation of performance.
- (g) The right to make rules, regulations and policies that do not conflict with the provisions of this Agreement.

14.3 Meet and Discuss. Representatives of the University and the UFE shall confer at such reasonable times as either party may request to consider problems covered by this Agreement.

14.4 Notification of Investigations. A faculty member and the UFE shall be notified of any investigation of his or her files, either electronic or paper, being conducted by the University or the University's agent in a timely fashion, and in no case later than five (5) days from the beginning of such investigation. Such notification shall include a general description of the nature of the investigation. At the conclusion of the investigation, the employee and the UFE shall be notified of the results of the investigation.

ARTICLE 15: UNION-MANAGEMENT COMMITTEE

15.1 Purpose and Scope of Authority. The University and the UFE will maintain a Union-Management Committee to provide a forum for communication between the Parties and to promote constructive labor-management relations. Committee meetings will be used for discussions and shared problem-solving only; the committee shall have no authority to conduct negotiations or modify the provisions of this Agreement.

15.2 Committee Composition. The Union-Management Committee will consist of up to three (3) faculty members selected by the UFE, a UFE staff representative, and up to four (4) representatives selected by the Chief Academic Officer.

15.3 Scheduling of Meetings. Either party may request a meeting of the Union-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 shall meet at least once per quarter, including summer session, but additional meetings may be scheduled by mutual agreement.

Effective this 23rd day of June, 2006.

**FOR EASTERN WASHINGTON
UNIVERSITY**

**FOR UNITED FACULTY OF EASTERN
WASHINGTON UNIVERSITY**

Kris Mikkelsen, Chair, Board of Trustees
Eastern Washington University

Dr. Anthony Flinn
President, United Faculty of Eastern Washington
University

Dr. Rodolfo Arévalo, President
Eastern Washington University

Jeff Corkill
Vice President for Bargaining, United Faculty of
Eastern Washington University

Approved as to Form:

Deborah Danner
Assistant Attorney General

Jeff Wahlquist
Chief Negotiator on behalf of United Faculty of
Eastern Washington University
Advocacy Specialist, Washington Education
Association

APPENDIX A

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 RULES OR ORDER:** "Was the Employer's rules 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 B

Intellectual Property Policy

POLICY 435-040 PATENTS, COPYRIGHTS AND ROYALTIES

435-040-010 Introduction

This policy/procedure applies to all university employees. For the purpose of this policy/procedure, "employee" is defined as any person receiving compensation from the university. The uncompensated activities of students in furtherance of their educations shall not be considered service that benefits the university within the meaning of this policy/procedure.

435-040-020 Scope of Policy/Procedure

This policy/procedure applies to intellectual property consisting of potentially patentable discoveries, trade secrets and copyrightable works which are developed using Eastern Washington University equipment, supplies, facilities, employee time, or trade secret information, or which relate directly to the university's business, research or development. The university will hold ownership in intellectual property when such property grows directly out of the business of the university or when the intellectual property results from work performed by the employee for the university.

435-040-030 Exclusions from Policy/Procedure

(1) The university does not claim ownership rights in intellectual property for which no equipment, supplies, facilities or trade secret information were used and which was developed entirely on the employee's own time and outside of their university commitments.

(2) The university does not claim ownership rights in intellectual property in the granting of professional leave or leave of absence initiated by a faculty or staff member. Professional leave or leave of absence does not create a university commission for intellectual property that may result, unless there is a prior written agreement so specifying. In the absence of such an agreement, the rights to intellectual property resulting from such leaves reside with the originator.

(3) The university does not claim ownership rights in intellectual property developed as a result of intramural funding under the Faculty Grants for Research and Creative Activity program. Acceptance of and compensation from a Faculty Grant does not create a university commission for intellectual property that may result, unless there is a prior written agreement so specifying. In the absence of such an agreement, the rights to intellectual property resulting from a Faculty Grant reside with the originator.

(4) The university does not claim ownership rights to "traditional academic works". They are created independently and at the creator's initiative for traditional academic purposes. Examples include class notes, books, theses and dissertations, educational software (also known as courseware or lessonware), articles, non-fiction, fiction, poems, musical works, dramatic

works including accompanying music, pantomimes and choreographic works, pictorial, graphic and sculptural works, scripts and screenplays or other works of artistic imagination that are not created as an institutional initiative.

435-040-040 Administration of this Policy

(1) **Technology Manager (TM).** The President shall designate an EWU administrator with the title and responsibilities of Technology Manager (TM) who is responsible for administering this policy.

(2) **Intellectual Property Committee (IPC).** Purpose. The IPC serves as an advisory committee to the president on all university patent and copyright matters.

IPC shall have the following powers and duties.

(a) To interpret and apply the Patent and Copyright Policy, in keeping with applicable state law and regulations.

(b) To evaluate inventions for patentability, scientific merit and economic feasibility, and where desirable to seek expert advice to assist it in making such determinations.

(c) To decide on the category into which an invention or original work falls for the purposes of determining who has or shares the equity therein.

(d) To determine the patent or related rights or equities of the University and other interested parties in an invention.

(e) To assign inventions to outside organizations for the evaluation and patenting.

(f) To license intellectual property to outside organizations under appropriate licenses for commercialization, open source licenses, such as the GNU General Public Licenses, or other types of agreements considered to be in the best interests of the University and public good.

(g) To release patent rights to the inventor in the absence of overriding obligations to outside sponsors of research, in cases where it is deemed equitable or appropriate to do so, subject to the written approval of the President or a person designated by the President.

(h) To submit its decisions on patent and copyright matters to the President of the University, or to a person designated by the President for such purposes.

(i) To provide assistance and advice to faculty and other research personnel concerning all aspects related to the patenting of inventions and the copyright in original works.

(j) To ensure an effective system of patent and copyright administration by means of an ongoing review of applicable policies and procedures and to make reports and recommendations to the President thereon.

- (k) To determine if the university has an interest.

All matters coming before the committee regarding specific property shall be held confidentially by all members of the committee.

Membership: The composition and tenure of the IPC shall be:

(a) Four faculty including one member from the University Libraries with staggered five- to six-year terms, appointed by the university president, and with nominations submitted by the Eastern Washington University Academic Senate.

(b) One graduate student for a one-year term, appointed by the Graduate Student Association.

(c) One member of the Academic Deans, appointed by the president, to serve a two-year term; the Dean of Graduate and Undergraduate studies; the Executive Director of the Office of Grant and Research Development; the TM (if different from Dean of Graduate and Undergraduate Studies); and one representative from the Division of International and Educational Outreach.

- (d) The TM chairs the committee.

435-040-050 Patents

(1) Technology Transfer Agencies (TTA). The TM shall maintain a listing of available Technology Transfer Agencies (TTAs).

(2) Disclosure of Background Rights. For the protection of the employee's interests, each employee shall disclose to the Office of Academic Personnel, at the time of employment, all inventions or trade secrets developed or being developed by the employee, for the purpose of establishing his or her ownership rights to developments made prior to employment by the university.

(3) Disclosure of Inventions developed during employment at EWU. In order to determine the rights of employees and the university, employees shall disclose all potentially patentable inventions and discoveries developed while employed at EWU to the IPC for review. This is accomplished by filing an Invention Disclosure Form with the Office of Grant and Research Development prior to disclosure of the potentially-patentable invention or discovery to a third party. Forms for filing an invention disclosure are available from the Office of Grant and Research Development. The university's process for evaluating an invention is shown in Exhibit A (EWU Invention Disclosure Decision Flow Chart) to this policy.

(4) Sponsored Research. Under the federal patent and trademark legislation of 1980 (35 USC 200 et seq.), the university has the right of first refusal to title in inventions made in the performance of federal grants and contracts. The university will assert title to and attempt to license inventions made with federal government funds so that the congressional purpose of fostering the development of industry in the United States will be furthered.

Where research has been sponsored, ownership and licensing of inventions shall be negotiated between the sponsor and the university or its agent where appropriate. The proprietary rights of the university and of the university's employees shall be subject to the agreement between the sponsor and the university. The university will strive to protect the financial interests of all and ensure that the university retains the traditions of self-governance and academic freedom. The university, on behalf of its constituent colleges or departments, will not accept grants or enter into agreements for the support of instruction or research that confer upon an external party the power to censor, unduly delay or exercise veto power over either the content of instruction or the publication of research. Publication of research findings may be temporarily delayed by agreement for mutual benefit in order to protect invention rights or permit the research sponsor to review the proposed publication for the sole purpose of identifying proprietary information furnished by or belonging to the sponsor.

In multilateral situations, the university normally retains ownership of property developed under sponsorship agreements and will negotiate rights to license the property. Agreements between inventors and outside sponsors shall be considered for approval on a case-by-case basis.

Patentable inventions not subject to a sponsorship agreement or university ownership under the preceding paragraph may be determined by the IPC to be the employee's property. If the employee is determined as the owner, the university will, on demand from the employee, issue a written waiver of the university's rights.

The committee may determine that the employee is a partial owner of the intellectual property with the university in cases where it would be unfair to determine that the property is wholly owned by either the university or the employee. In such cases the committee shall establish percentages of respective ownership. If the committee deems it to be in the best interests of the university to release its rights to invention, it may do so. The committee may place conditions on the release including a lump sum payment, a portion of the royalties or other consideration to compensate for the use of facilities and materials.

(5) **Determination of Ownership.** The IPC will determine whether the potentially patentable property is owned by the university, by the employee, jointly by the university and the employee, or by an outside sponsor.

The procedure for determination of ownership shall be as follows.

The employee files a request for determination of ownership and provides documentation that supports his/her request. Within 90 days of full disclosure, the IPC shall determine ownership or request additional time. The employee will be notified of the decision of the committee within five days of the committee's determination. The employee shall have 30 days from the date of the mailing of the notice to appeal the committee's decision to the President or their designee. The decision on appeal shall be issued within 30 days of the filing of the appeal.

(6) **Duty to Assign and Cooperate.** After the determination by the IPC and exhaustion of the employee's right of internal appeal, the employee shall execute documents of assignment to convey to the university all of the employee's interest in the invention determined to be owned by the university and assist in obtaining, protecting and maintaining patent rights.

When discoveries are determined to be owned in part by the university and in part by the employee, the university and the employee may negotiate an agreement apportioning rights to the property. However, on failure of the parties to reach an agreement, the following provisions shall apply: The property shall be assigned to the designated TTA; its assignee and the royalties shall be divided between the university and the employee according to the committee's determination of the percentage of ownership. The portion of royalties due to the university shall be divided according to the section on royalties below. The portion of royalties due to the employee shall be distributed to the employee free of the provisions of this policy.

(7) **Publication and Disclosure to Third Parties.** Premature publication, public use or disclosure of an invention can sometimes jeopardize the rights of the employee, the university or its assignee to secure patent protection. Therefore, unless the IPC has issued a waiver of university rights, the employee agrees that there shall be no publicity or disclosure concerning the invention until patent applications have been filed. Once an invention is identified as potentially patentable, all publicity, public reports, interviews, news releases, speeches, public disclosures or public demonstrations of the invention shall have prior clearance in writing from the university or TM.

This section is not applicable to sponsorship agreements that impose different obligations on disclosure.

(8) **Management of Patents.** University patents shall be assigned to and managed by the university. Under certain conditions, a patent may be assigned to and managed by a designated TTA if it is determined that it is in the best interest of the university. The TM shall provide guidance regarding the use of a TTA

(9) **Royalties.** Net royalty income is defined as gross income from licensing fees and other compensation resulting from the marketing of intellectual property, less such costs as may be deducted by a TTA under its working contract or agreement with EWU.

Net royalty income shall be distributed according to the following schedule:

Cumulative Net Income	Inventor	Grant & Research Dev. or Division of Ed. Outreach	College/ School
\$1-\$5,000	100%	0%	0%
Above \$5,001	1/3	1/3	1/3

In the case of multiple inventors, the cumulative net royalty income shall be distributed equally among them unless their initial disclosure specified an unequal distribution.

Royalty income allocated to inventors goes directly to them as personal income.

(New 9/90; Amended 9/93, UGS-93-014.

435-040-060 Copyrights

The purpose of this policy is to establish when the university owns all or part of a copyrightable creative, scholarly, or research work created by an employee.

435-040-070 University-Commissioned Materials

(1) University-commissioned materials. University-commissioned materials consist of those that result from a specific sponsorship by the university. The university shall own copyrightable works as follows:

(a) Works expressly commissioned through written contract with the university. Such works are frequently referred to as "works made for hire" in legal documents. The term "commissioned work" is used in this policy to describe a copyrightable work prepared under a written agreement between the university and the creator when (i) the creator is not a university employee or (ii) the creator is a university employee but the work to be performed and any associated compensation falls outside the normal scope of the creator's university employment. Contracts for commissioned work will specify that the work is a "work-made-for-hire." As a work-made-for-hire, the University for which the work was prepared is the author and owner, unless the contract contains written language to the contrary.

(b) Production Under a Grant. In the case of production of materials under a grant administered by the university, the assignment of right and royalties shall be accomplished in accord with the terms of the grant. If the sponsor makes no provision for the division or assignment of rights and royalties, then this is a university commissioned material. (Formerly BL 401.72.45)

(c) Works created pursuant to the terms of a university agreement with an external party.

(d) Works created as a specific requirement of employment or assignment with the university that may be specified, for example, in a written job description or an employment agreement in units that include, but are not limited to, University Graphics, the MARS Lab, University Relations, and the Division of Educational Outreach. Such specification may define the full scope or content of the employee's university employment duties comprehensively or may be limited to the terms applicable to a single copyrightable work. Absent such prior written specification, ownership will vest with the University in those cases where the university provides the motivation for the preparation of the work, the topic or content of which is determined by the creator's employment duties and/or when the work is prepared at the university's expense.

(e) Works that are also patentable. The university reserves the right to pursue multiple forms of legal protection concomitantly, if available. Computer software, for example, can be protected by copyright, patent, trade secret, and trademark.

(f) On-line courses initiated by the university except for background rights that are disclosed prior to development.

435-040-080 Types of Copyrightable Materials

The following materials are subject to copyright and, when commissioned by the university, are subject to the scope and provisions of this policy:

- (1) Books, articles, texts, bibliographies, study guides, manuals, syllabi, theses and dissertations, and similar printed materials.
- (2) University sponsored or assisted periodicals.
- (3) Unpublished lectures, musical or dramatic compositions and scripts or screenplays.
- (4) Maps and similar representations.
- (5) Photographs, drawings, art reproductions and other works of art, or scientific or technical illustrations.
- (6) Films, filmstrips, charts, transparencies and other visual aids.
- (7) Video and audio recordings and cassettes.
- (8) Live video or audio broadcasts.
- (9) Programmed instruction materials.
- (10) Computer programs.
- (11) Online learning objects, computer –aided instruction materials, and websites.
- (12) Other materials that may become copyrightable under the revisions of the copyright law.

(Formerly BL 401.72.11) For more detailed descriptions, see the various brochures issued by the Copyright Office of the Library of Congress.

435-040-090 Originating Person(s)

If more than one person is involved in the development or production of materials covered in these policy statements, it shall be the responsibility of the individuals and not of the

university to determine their share of proportion of rights and obligations in agreements or policy administration.

435-040-100 University Uses of Traditional Academic Works

(1) **Royalties and Copyrights.** For academic works, the rights to royalties and copyrights shall reside with the originating faculty or staff member for the purposes of any net income that subsequently may be derived from the materials, but the university shall retain the right to use of such materials in its own programs or in any cooperative educational programs in which it is engaged. Should any net dollar income accrue from use of this material by the university in a cooperative program, such income shall revert to the originating faculty or staff member. (Formerly BL 401.72.21)

(3) **Sales of Materials Published or Duplicated.** Materials published or duplicated at university expense may not be sold to students registered in university programs, except on a basis of recovering the actual cost of production and through procedures approved by the university. (Formerly BL 401.72.22)

(4) **University Rights In Traditional Academic Works.** Traditional academic copyrightable works created with the use of university resources over and above those usually and customarily provided shall be owned by the creators but licensed to the university. The minimum terms of such license shall grant the university the right to use the original work in its internally administered programs of teaching research, and public service on a perpetual, royalty-free, non-exclusive basis. The university may retain more than the minimum license rights when justified by the circumstances of development.

435-040-110 University Uses of Certain Copyrightable Materials

Ownership and use of films, videotapes, transparencies, audiotapes, computer assisted instruction programs and similar educational materials should be in accord with the following guidelines.

(1) When university materials are employed, the university retains physical ownership and rights for use of the materials in its educational and administrative programs, so long as no revenue in excess of the cost of production of the materials is realized by the university through such use, or no agreement to the contrary has been made with the originator.

(2) The originator may request revision or withdrawal of materials on the basis that its substantive content is in error or outdated and, therefore, is educationally invalid. The administering officer shall provide the originator an opportunity for revisions of the material if, in the administering officer's judgment, full withdrawal from use is not required for educational validity. The university may withdraw university commissioned materials from use at any time, even though rights and royalties may be shared with the originator.

Any loaning, copying, transcribing or other use of copyrightable materials should always be accomplished in a manner that protects the rights and interests of the originators, and charges should be made and income shared when appropriate to do so. In order to accomplish this objective, the university will not permit any copying, transcribing or other use of copyrightable materials unless the user executes an agreement with the university that accords the originator(s) all revenues the user receives, for its use of such university copyrightable materials, to the extent that such revenues exceed the cost of such use. Copyrightable materials produced in university facilities which are loaned or otherwise made available for use shall be accompanied by a protective statement indicating that all rights are reserved and written permission must be obtained to duplicate the work in part or in its entirety. (Formerly BL 401.72.50)

435-040-120 Student Work

Copyrightable works prepared by students as part of the requirements for a university degree are deemed to be the property of the student unless 435-040-070 applies and are subject to the following provisions:

- (1) The original data (including software) of an investigation for a graduate thesis or dissertation are the property of the student but the student's major department may retain copies.
- (2) The university shall have, as a condition of the degree award, the royalty-free right to retain, use and distribute a limited number of copies of the thesis, together with the right to require its publication for archival use.
- (3) A Student may use a faculty member's material or data only with the written permission of the faculty member.

435-040-130 Use of University Facilities to Produce Salable Materials

It is not the intention of the university to compete with private enterprise. Use of university facilities to produce salable materials should have a clearly discernible educational purpose or benefit related to the university's announced programs. (Formerly BL 401.72.60)

- (1) Commercial Means. Members of the university community who intend to produce materials for commercial purposes shall contract with a private publisher, manufacturer or distributor for such services whenever practical. (Formerly BL 401.72.61)

435-040-140 Non University Individuals and Groups

Non-university artists, performers or other individuals or groups making use of university facilities for the purpose of producing commercially salable materials, shall be charged a fee comparable to that which they would encounter in similar, commercially provided services. Unless there is a written agreement to the contrary, all rights and royalties shall be sought by, and accrue to, the outside artist, performer, individual or group. The university assumes no obligation to seek copyright protection or secure royalties in such cases. The assignment of rights and the division of royalties shall be in accord with the standard practices of the non-university user's profession or industry. (Formerly BL 401.72.62)

435-040-150 Disposition

The president or his/her designee has final responsibility for the determination of the disposition of university copyrights. The president or designee may direct any university copyright be (a) retained and used for and by the university, or (b) released to the originator, or (c) released to an involved sponsor, or (d) related jointly to a sponsor and originator.

University-owned works should be protected by copyright notice in the name of Eastern Washington University. Such copyright notice should be composed and affixed in accordance with the United States Copyright Law.

435-040-160 Copyright Revenues

The university may pursue the generation of revenue from university owned copyrights. Revenue sharing and distribution shall be governed by section (9) Royalties of 435-040-050 of this policy.

435-040-170 Originator Obligation

The originator(s) of a university-owned copyright is obligated to produce all information and submittals necessary for registrations and the defense of the copyright, and all examples of the work.

435-040-180 Compliance with the Copyright Act

University units that administer activities involving any usage regulated by the Copyright Act are responsible for knowing applicable regulations, monitoring their continuing evolution, and conducting programs in full compliance with applicable laws and regulations. All university faculty, staff, and students will comply with federal law, regulations and guidelines and university guidelines for use of copyrighted materials. The university will notify faculty, staff and students of the uses permitted by the TEACH Act and the Guidelines on Educational Uses of Copyrighted Works.

435-040-190 Trademarks

A trademark is a specific name, term, logo, design or symbol that is used to identify the source, product, producer, or distributor of goods or services.

(1) **Ownership.** The university shall own all trademarks associated with the university, its name, its activities, and its slogans.

(2) **Disposition.** The university shall register and manage the use and application of its trademarks.

(3) **Protection and Promotion.** The university or its designated agent shall assume full responsibility for the protection and promotion of university trademarks. Consult the Communications office for use of trademarks.

APPENDIX C

Statement of Academic Freedom and Tenure, 1940 Statement of Principles

The following Statement of Academic Freedom and Tenure has been adopted as a basic guideline for University policies by action of the Board of Trustees. In the event of any inconsistencies between the Statement and the terms of this Agreement, the Agreement shall prevail.

1. **Purpose.** The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement on procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends on the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.
2. **Tenure.** Tenure is a means to certain ends; specifically:
 - (a) Freedom of teaching and research and of extra mural activities and
 - (b) A sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security; hence, tenure; are indispensable to the success of an institution in fulfilling its obligations to its students and to society.
3. **Academic Freedom.**
 - (a) The teacher is entitled to full freedom in research and in the publication of his/her other academic duties, but research for pecuniary return should be based on an understanding with the authorities of the institution.
 - (b) The teacher is entitled to freedom in the classroom in discussing the subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
 - (c) The college or University teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should be at all times accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that he/she is not an institutional spokesperson.

4. Academic Tenure.

- (a) The 1940 Statement on Academic Freedom and Tenure has been adopted as a guideline for faculty policies and procedures at the UNIVERSITY. As such, its general intent shall be followed in defining rights, duties and obligations of faculty members except that; beginning with the faculty appointed after March 1, 1974; only full-time service at Eastern Washington University will be counted in determining years of probationary service for tenure consideration.
- (b) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.
- (c) In the interpretation of this principle it is understood that the following represents acceptable academic practice:
 - (i) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.
 - (ii) Beginning with appointment to the rank of Assistant Professor or a higher rank, the probationary period should not exceed seven (7) years, including within this period full-time service in all institutions of higher education but subject to the provision that when, after a term of probationary service of more than three (3) years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his/her new appointment is for a probationary period of not more than four (4) years even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven (7) years. Notice should be given at least one (1) year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.
 - (iii) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.
 - (iv) Termination for cause of a continuous appointment or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him/her and should have the opportunity to be heard in his/her own defense by all bodies that pass judgment on the case. He/she should be permitted to have with him/her an advisor of his/her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his/her own or other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.
 - (v) Termination of a continuous appointment because of severe financial crisis should be demonstrably bona fide.

5. Interpretations.

- (a) At the conference of representatives of the American Association of University Professors and of the Association of American Colleges on November 7-8, 1940, the following interpretations of the 1940 Statement of Principles on Academic Freedom and Tenure were agreed on:
- (i) That its operation should not be retroactive.
 - (ii) That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure.
 - (iii) If the administration of a college or university feels that a teacher has not observed the admonitions of subdivision (c) of subsection (3) and believes that the extra mural utterances of the teacher have been such as to raise grave doubts concerning his/her fitness for his/her position, it may proceed to file charges under subdivision (d) of subsection (4). In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the United Faculty of Eastern is free to make an investigation.

APPENDIX D

Statement of Professional Ethics as adopted by the AAUP June 1987

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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 F

Definitions

The following terms are defined and/or explained in the Agreement in the Article or Section described:

Assistant Professor – Defined in Section 2.1.9.

Associate Professor – Defined in Section 2.1.10.

Faculty Activity Plan ("FAP") – Described in Section 10.3.

Faculty in Residence – Defined in Section 2.1.14(c).

Full Professor – Defined in Section 2.1.11.

Grievance – Defined in Section 7.2.

Lecturer/Library Associate – Defined in Section 2.1.14(a).

Librarian II – Defined in Section 2.1.13(a).

Librarian III – Defined in Section 2.1.13(b).

Librarian IV – Defined in Section 2.1.13(c).

Overload – Defined in Section 10.4.8.

Quarterly Faculty – Defined in Section 2.1.15.

Reduction in Force (including the concepts of "layoff," "recall" and "seniority") – Described in Article 12.

Senior Lecturer/Senior Library Associate – Defined in Section 2.1.14(b).

Tenure – The tenure process is described in Section 2.2; the concept of tenure is also described in Appendix C.

Tenure-Track/Probationary Faculty – Described in Section 2.1.8.

Workplan – Described in Section 10.4.6(c)(ii).

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Policy Prohibiting Discrimination and Sexual Harassment

POLICY

Purpose

The strategic plan of Washington State University calls for an "environment of trust and respect in all that we do." Discrimination and sexual harassment destroy mutual respect and a trusting environment. This policy expresses the commitment of WSU to maintaining an environment free from discrimination, including sexual harassment. This policy applies to all students, faculty, staff, or others having an association with the University.

WSU is committed to the principles of free inquiry and free expression. Vigorous discussion and debate are fundamental to the University, and this policy is not intended to stifle teaching methods or freedom of expression. Discrimination and sexual harassment are neither legally protected expressions of speech nor the proper exercise of academic freedom. Sexual harassment and other forms of discrimination compromise the integrity of the University, its tradition of intellectual freedom, and the trust and respect expected in the University community.

Discrimination Prohibited

This policy prohibits discrimination on the basis of race, sex, sexual orientation, gender identity/expression, religion, age, color, creed, national or ethnic origin, physical, mental or sensory disability, marital status, and/or status as a veteran. Discriminatory harassment is one form of discrimination. Under this policy, discriminatory harassment is identified as conduct toward a particular individual, individuals, or groups on the basis of a protected status that is sufficiently severe or pervasive that it has the purpose or effect of:

- Creating an intimidating, hostile, or offensive work or educational environment for individuals or groups; or
- Unreasonably interfering with the work, academic performance, living environment, personal security, or participation in any University-sponsored activity of individuals or groups.

Sexual harassment is a form of discrimination. Sexual harassment encompasses unwelcome sexual advances, unwelcome requests for sexual favors or requests for sexual favors in exchange for some benefit, and/or unwelcome verbal or physical conduct of a sexual nature by a male or a female. Sexual harassment occurs when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of any individual's employment or education; or
- Submission to or rejection of such behavior by an individual is used as the basis for employment or educational decisions affecting the individual; or
- A behavior is sufficiently severe and pervasive to interfere with any individual's work or educational performance, or create an intimidating, hostile, or offensive work or educational environment.

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Discrimination Prohibited (cont.)

Examples of behaviors that may rise to the level of sexual harassment and, therefore, are prohibited by this policy include but are not limited to the following:

1. Physical assault;
2. Direct or implied threats that submission to sexual advances will be a condition of employment, work status, promotion, grades, or letters of recommendation;
3. A pattern of behaviors that is unwelcome and severe or pervasive, resulting in unreasonable interference with the work or educational environment or creation of a hostile, intimidating or offensive work or educational environment, and may include but is not limited to the following:
 - Comments of a sexual nature;
 - Sexually explicit statements, questions, jokes, or anecdotes;
 - Unnecessary or undesirable touching, patting, hugging, kissing, or brushing against an individual's body;
 - Remarks of a sexual nature about an individual's clothing, body, or speculations about previous sexual experiences;
 - Persistent, unwanted attempts to change a professional relationship to an amorous relationship;
 - Subtle propositions for sexual activity or direct propositions of a sexual nature; and/or
 - Uninvited letters, e-mails, telephone calls, or other correspondence referring to or depicting sexual activities.

Reporting and Immediate Action

Anyone who believes she or he is a victim of discrimination or sexual harassment should take one or more of the following actions, as appropriate:

- Meet informally with the Ombudsman or a counselor from the WSU Counseling Center to discuss the incident and seek information, guidance, and/or advice on the discrimination and sexual harassment policies of the University and protocols for reporting the incident; and/or
- Report the incident to his/her supervisor, who must report the incident to the Center for Human Rights for consultation and statistical purposes; and/or
- Report the incident to the Center for Human Rights for investigation.

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Reporting and Immediate Action (cont.)

A supervisor (e.g., administrator, dean, chair, director, ombudsman, faculty member, graduate teaching or research assistant, or undergraduate student employee with supervisory responsibility) receiving information in his or her capacity as a supervisor describing incidents of discrimination or sexual harassment defined in this policy shall:

- Report the incident to the police if suspicion exists that a crime was committed; and
- Report alleged incidents of discrimination or sexual harassment to the Center for Human Rights for consultation and statistical purposes.

In addition, supervisors receiving information about incidents of discrimination or sexual harassment should either:

- Take action to immediately end the behavior; and/or
- Encourage the reporting individual to consult with the Center for Human Rights and report the incident of discrimination or sexual harassment for possible investigation; and/or
- Report the incident to an immediate supervisor; and/or
- Consult with the Center for Human Rights to report the incident and determine the need for investigation.

Note: Reporting of the incident to the Center for Human Rights does not preclude the supervisor from taking formal or informal action to end the behavior. The supervisor must inform the alleged victim or reporting individual of his or her obligation to report the occurrence of alleged incidents of discrimination and sexual harassment to the Center for Human Rights. In most cases, the supervisor may be required to take action to stop any inappropriate behavior regardless of the reporting to the Center for Human Rights. Please consult the Office of the Attorney General, WSU Division, for advice in this regard.

The Center for Human Rights will conduct prompt and effective investigations of incidents of alleged discrimination and sexual harassment; informing supervisors of the progress in the conduct of investigations; and report the results of the investigations to the supervisors, complainants and complaint respondents. Investigation reports and records will be released only pursuant to lawful public records requests. Complainants may withdraw from participation in the investigation of alleged discrimination or harassment, yet the Center for Human Rights may continue an investigation if the University is legally obligated to complete the investigation.

Center for Human Rights
French Administration, Room 225
Pullman, WA 99164-1022
509-335-8288
<http://www.chr.wsu.edu/>

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Reporting and Immediate Action (cont.)

University Ombudsman
Wilson Hall, Room 2
Pullman, WA 99164-4002
509-335-1195
<http://www.wsu.edu/~ombuds/>

Enforcement

The University vigorously enforces this policy. Persons determined to have violated this policy shall be subject to sanctions imposed using the due process protections of applicable University policies and handbooks (e.g., the *WSU Faculty Manual*, the *Administrative Professional Handbook*, civil service employees WAC 357-40, applicable collective bargaining agreements, and, for students, the *WSU Standards of Conduct for Students*, WAC 504-26). The chosen sanction will be proportionate to the severity of the offense considering the totality of the circumstances of the incident (the nature, frequency, intensity, location, context, and duration of the alleged behavior). The chosen sanction will be adequately and appropriately severe to reasonably assure prevention of future offenses. The sanctions that are imposed or other actions taken, will be reported to the complainant and Center for Human Rights by the administrator imposing the sanctions.

Faculty

The type of corrective or disciplinary action imposed on faculty identified in violation of this discrimination and harassment policy will be determined by supervisors in consultation with the Vice Provost for Faculty Affairs. Corrective actions or disciplinary sanctions may include: mandatory training or counseling regarding discrimination including harassment; transfer or reassignment; verbal or written warning; censure; demotion; reduction in salary; withholding of salary increases; denial of professional or retraining leave; withholding of promotion; termination; or summary suspension and dismissal. Established incidents of discrimination and harassment must be explicitly incorporated into faculty annual review, third year review, progress toward tenure review, and tenure and promotion consideration as violating University policy, the Faculty Code of Ethics, and/or as interfering with the teaching, scholarship, or service function of the involved individual or unit.

Staff

The type of corrective or disciplinary action imposed on staff identified in violation of this policy will be determined by supervisors and/or appointing authorities, dependent upon employment class, in consultation with Human Resource Services personnel. Corrective actions or disciplinary sanctions may include: mandatory training or counseling regarding discrimination including harassment; transfer or reassignment; verbal or written warning; reprimand; demotion; reduction in pay; withholding of pay increases; withholding of promotion; suspension; and/or termination of employment. Immediate supervisors will explicitly incorporate established incidents of severe or pervasive discrimination or sexual harassment as defined by this policy into annual performance evaluations.

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Students

The type of corrective or disciplinary action imposed on students will be determined by a student conduct officer or the conduct board using the procedures of the *Standards of Conduct for Students*. Disciplinary action imposed on students may include sanctions set forth in the conduct code, up to and including expulsion.

Retaliation Prohibited

No one shall suffer penalty or retaliation for making or supporting a charge of discrimination or sexual harassment under this policy. Retaliation against any person for bringing forward or participating in the investigation of a complaint under this policy, including creating a hostile work environment, forms independent grounds for taking appropriate disciplinary action. Retaliatory acts shall be reported to the Center for Human Rights.

Retaliation has occurred when a student or an employee suffers a negative action after they make a report of discrimination or sexual harassment, assist someone else with a complaint, or participate in discrimination or sexual harassment prevention activities. For students, negative actions can include being assigned an undeserved poor academic or employment reference or denial of a reference, and/or reduction or negative influence on University employment or financial aid. For employees, negative actions can include demotion, suspension, denial of promotion, poor evaluation, punitive scheduling, unfavorable position reassignment, withholding of deserved support for promotion or tenure, assigning undesirable or inadequate space, punitive work assignments, or dismissal—any adverse employment decision or treatment that would likely dissuade a reasonable worker from making or supporting an allegation of discrimination or sexual harassment.

Malicious or Frivolous Allegations Prohibited

The University will discipline members of the University community who knowingly make false or frivolous allegations of discrimination or sexual harassment. No complaint will be considered malicious or frivolous solely because it cannot be corroborated.

RESOURCES

Other resources may also help in the resolution of reports of discriminatory or sexual harassment behaviors.

Internal, Local, State, and Federal Resources:

Employee Assistance Program
280 Lighty Student Services
509-335-1744
<http://www.eap.wsu.edu/>

Human Resource Services
French Administration, Room 139
509-335-4521
<http://www.hrs.wsu.edu/>

WSU Counseling Services
280 Lighty Student Services
509-335-4511
<http://www.counsel.wsu.edu/>

Regional Human Resource Services
Spokane: 509-358-7740
Tri-Cities: 509-372-7302
Vancouver: 360-546-9587

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Internal, Local, State, and Federal Resources (cont.):

Womens Resource Center
Wilson Hall, Room 8
Pullman, WA 99164-4005
509-335-6849
<http://www.women.wsu.edu/>

U.S. Dept. of Education, Office for Civil Rights
Federal Office Building
915 Second Ave Room 3310
Seattle, WA 98174-1099
<http://www.ed.gov/ocr/>

WSU Police
Public Safety Building
Pullman, WA 99164-7300
509-335-8548
For Emergencies: Dial 911

U.S. Equal Employment Opportunity Commission
Federal Office Building,
909 First Ave Suite 400
Seattle, WA 98104-1061
<http://www.eeoc.gov/>

Alternatives to Violence of the Palouse, Inc.

(208) 883-HELP or (509) 332-HELP—24 hour crisis line. Collect crisis calls accepted.

Moscow, ID Office
627 N. Van Buren
PO Box 8517
Moscow, ID 83843
208-882-2490; Fax: 208-883-1041
ATVPMoscow@turbonet.com

Pullman, WA Office
1125 NW Nye, Suite A
PO Box 37
Pullman, WA 99163
509-332-0552; Fax: 509-332-3314
Home@atvp.org

Washington State Human Rights Commission

Olympia Headquarters Office
(for complaints from Western Washington and the Olympics, including, Pierce, Thurston, Clark, Lewis, Grays Harbor, and Kitsap Counties)
711 South Capitol Way, #402
PO Box 42490
Olympia, WA 98504-2490

Seattle District Office
(for complaints from Central and North Puget Sound, including King, Snohomish, Skagit, San Juan Islands, and Whatcom Counties)
Melbourne Tower #921
1511 Third Ave.
Seattle, WA 98101-1626

Spokane District Office
(for complaints from Eastern Washington, including Spokane, Whitman, Okanogan, Lincoln, Ferry and Stevens County)
Rock Point Plaza III
1330 North Washington Street
Spokane WA 99201
509-568-3196

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Policy on Faculty-Student and Supervisor-Subordinate Relationships

INTRODUCTION

Washington State University employees, regardless of position, rank, or professional relationship, may rightfully develop consensual relationships. Washington State University values an environment of inclusion, trust, and respect as beneficial for learning and working. As a matter of sound judgment, faculty, graduate teaching and research assistants, residence hall officers, and other supervisory employees in the University community accept responsibility to avoid any apparent or actual conflict of interest between their professional responsibilities and their personal relationships with students or those whom they supervise, evaluate, or exercise other relationships of power or authority. Romantic and/or sexual relationships between a faculty member and a student, or a supervisor and subordinate, may potentially pose risks to the faculty member, student, supervisor, subordinate, third parties, and unit morale. In such relationships voluntary consent by the student or subordinate is suspect because of the inherently unequal nature of the relationship. A romantic and/or sexual relationship between a faculty member and a student, or a supervisor and subordinate, can lead to a complaint of sexual harassment when the student or subordinate perceives he or she was exploited. In addition, other faculty members, staff members, supervisors, students, or employees may express concerns about undue access or advantage, favoritism, restricted opportunities, or unfavorable treatment as a result of the relationship. These concerns are damaging to the University whether the favoritism is real or perceived. Concerns also arise in cases where the relationship between the faculty member and student, or supervisor and subordinate, remains amicable, as well as in cases that lead to allegations of exploitation. To ensure that the advising, mentoring, evaluation and supervision of students or subordinates is conducted fairly, romantic or sexual relationships between faculty and students, and supervisors and subordinates are prohibited as set forth in this policy. This policy deals only with evaluative and supervisory relationships and not with relationships that fall under the definition of discrimination, sexual harassment, or relationships that may be addressed by the University nepotism policy. (See EP15 and BPPM 60.14.)

POLICY

Faculty or anyone in a supervisory role is prohibited from having supervisory responsibility over a student or subordinate with whom he or she is currently having a romantic and/or sexual relationship. Supervisory responsibility includes any supervisory role perceived as a position of power or authority, and is not limited to instruction, research, academic advising, coaching, service on research and thesis (dissertation) committees, assignment of grades, evaluation and recommendation in an institutional capacity for employment, scholarships, fellowships, or awards. Supervision may occur on or off campus, in curricular, cocurricular, or extracurricular activities. Such supervisory responsibilities are prohibited in the case of a current academic or supervisory role, or if the parties may reasonably anticipate that an evaluative role may exist in the near future.

Relationships between individuals in which neither party is in a position to evaluate or supervise the other party are not within the scope of this policy so long as neither party participates in decisions that may reward or penalize the other and so long as such an evaluative relationship is not reasonably anticipated by the parties.

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POLICY (cont.)

Romantic or sexual relationships in which one party is in a position to influence the career of the other, yet the relationship presents no clear or direct evaluative or supervisory conflict, may provide grounds for complaint by third parties when the relationship provides undue access, advantage, or restricts opportunities. Relationships resulting in indirect or inappropriate influence are prohibited. When a supervisory role or position of power and authority is accepted by an individual in an existing consensual relationship with a person who will become subordinate, the roles of the individuals in the supervisory and subordinate positions must be clearly established within the existing administrative structure.

In spite of these warnings, the University recognizes that sometimes such relationships occur. When a romantic and/or sexual relationship occurs or develops between a faculty member and a student, or a supervisor and subordinate, exercising a role in the evaluation or supervision of another individual an inherent conflict of interest arises. The faculty member or supervisor must disclose the relationship to an appropriate supervisor, with faculty or students disclosing the relationship to the appropriate department chair, program director, associate dean, vice-chancellor, or Dean of Students. In each case, the administrative supervisor shall make suitable arrangements for the objective supervision and evaluation of the student or subordinate partner's academic or job performance, and provide for the protection of individual and University interests.

Employees

If a supervisor enters into or engages in a sexual or romantic relationship with a subordinate employee, the supervisor must immediately report the relationship to their appointing authority so that a solution to the conflict of interest may be sought. The means of removing the conflict of interest must be reported to, and approved by the appointing authority within the unit, college, or campus and the appropriate vice president. Alternatives to the conflict of interest may include termination of the consensual relationship or appropriate changes in the supervisory/subordinate work environment.

Faculty

It shall constitute unprofessional conduct for a faculty member to engage in a romantic or sexual relationship with a student, staff member, or faculty member if the faculty member supervises or evaluates (including recommending other employment, advancement, academic or professional progress) the subordinate individual. If such a relationship exists, the supervising faculty shall immediately report the relationship to the department chair, program director, dean or chancellor with the intent of seeking alternative classes, advisors, or supervision. A written plan to resolve the conflict of interest developed by the faculty member, the academic administrator (in most cases, the department chair), and the head of the academic unit (e.g. dean, director, chancellor or equivalent) must be approved by the Office of the Provost. If no alternatives can be identified, the romantic or sexual relationship must be discontinued until the faculty member no longer exercises supervisory responsibility for the student, staff, or faculty member.

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Violations

Sanctions will not ordinarily be imposed when developing romantic and sexual relationships are promptly self-reported and measures are taken to remove the conflict of interest, so long as the relationship is not alleged by one of the parties to be nonconsensual or discriminatory. If the relationship is alleged to be nonconsensual or discriminatory, the matter shall be referred to the Center for Human Rights.

Persons, who have not self-reported and are determined to have violated this policy shall be subject to sanctions imposed using the applicable University policies and handbooks (e.g., the *WSU Faculty Manual*, the *Administrative Professional Handbook*, WAC 357-40, applicable collective bargaining agreements, and for students the *WSU Standards of Conduct for Students*, WAC 504-26). Sanctions for faculty members will be identified in consultation with the Vice Provost for Faculty Affairs. Sanctions for administrative professionals, staff, and other employees will be identified in consultation with the appointing authority and Human Resource Services. Sanctions may include: mandatory training or counseling, transfer or reassignment, verbal or written warning, censure, demotion, reduction in pay, withholding of pay increases, denial of professional or retraining leave, withholding of promotion, suspension, summary suspension, or dismissal.

The chosen sanction will be proportional to the severity of the offense as judged by the totality of the circumstances of the incident (the nature, frequency, intensity, location, context, method of discovery, and duration of the alleged behavior). The chosen sanctions will be adequately severe to reasonably deter and assure prevention of future offenses. The sanctions imposed will be described to the parties involved in the relationship. The violation of policy and the imposed sanctions will also be reported in the annual review and/or tenure and promotional file of the persons violating the policy.

Retaliation Prohibited

No one shall suffer penalty or retaliation, including any actions that may dissuade a reasonable person from making or supporting a charge, for reporting a relationship that violates this policy. Retaliation against any person for bringing forward or participating in the investigation of a complaint under this policy forms independent grounds for taking appropriate disciplinary action.

Retaliation has occurred when a student or an employee suffers a negative action after he or she makes a report of discrimination or sexual harassment, assists someone else with a complaint, or participates in discrimination or sexual harassment prevention activities. For students, negative actions can include being assigned an undeserved low or failing grade on any academic assignment, an undeserved poor academic or employment reference or denial of a reference, and/or reduction or negative influence on University employment or financial aid. For employees, negative actions can include demotion, suspension, denial of promotion, poor evaluation, punitive scheduling, unfavorable position reassignment, withholding of deserved support for promotion or tenure, assigning undesirable or inadequate space, punitive work assignments, or dismissal—any adverse employment decision or treatment that would likely dissuade a reasonable worker from making or supporting an allegation of discrimination or sexual harassment.

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Malicious and Frivolous Allegations Prohibited

The University will discipline members of the University community who knowingly make false allegations of prohibited faculty-student or supervisor-subordinate relationships. No complaint will be considered malicious or frivolous solely because it cannot be corroborated.

RELATED POLICIES

- Policy Prohibiting Discrimination and Sexual Harassment, EP15
- Nepotism, *BPPM* 60.14

NOTE: Nonconsensual relationships are addressed in the University's sexual harassment policy. Marital and family relationships are addressed in the University's nepotism policy.

ADDITIONAL RESOURCES

Concerns regarding violations of this policy involving faculty or students should be addressed to the Office of the University Ombudsman or Provost.

- University Ombudsman
Wilson Hall, Room 2
(509) 335-1195 <http://www.wsu.edu/~ombuds/>
- Office of the Provost
French Administration, Room 436
(509) 335-5581 <http://www.provost.wsu.edu/>

Concerns regarding violation of this policy involving other employees should be reported to Human Resource Services.

- Human Resource Services
French Administration, Room 139
(509) 335-4521 <http://www.hrs.wsu.edu/>
- Regional Human Resource Services
Spokane: 509-358-7740
Tri-Cities: 509-372-7302
Vancouver: 360-546-9587
- Center for Human Rights
French Administration Building 225
Pullman, WA 99164-1022
509-335-8288 <http://www.chr.wsu.edu/>

For resources concerning sexual harassment or other forms of discrimination, please see the Policy Prohibiting Discrimination and Sexual Harassment, EP15.