**ARTICLE 3 — WORKING CONDITIONS (TA 10/23/14)**

**Section 1 Academic Freedom**

The District subscribes to the academic freedom portion of the 1940 “Statement of Principles on Academic Freedom and Tenure” issued by the American Association of University Professors and the Association of Colleges for Teacher Education, the Association for Higher Education, the National Education Association and other professional groups.

The academic freedom portion states:

1. Teachers (faculty) are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. Teachers (faculty) are entitled to freedom in the classroom (as the term is defined in this contract’s glossary) in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their 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.
3. College and university teachers (faculty) are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

**~~Academic Freedom:~~** ~~All academic employees shall, within statutory limits, be granted academic freedom, and no special limitations shall be placed upon study, investigation, presenting and inter­preting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility. These responsibili­ties include a commitment to democratic tradition, a concern for the welfare, growth and development of students, and insistence upon objective scholarship, and to insure that the CCS’s approved course of study(ies) be followed.~~

**Political Causes/Issues:** The right to academic freedom herein established shall include the right to support or oppose political causes and issues, except when acting as a representative of CCS, partici­pating in a CCS sanctioned event, or serving within his/her official capacity as an employee of CCS.

**Textbooks and/or other instructional material:** within the scope of academic freedom, faculty have exclusive rights in choosing textbooks and/or other instructional material for use in their classes. They should exercise due regard for students’ costs, departmental practices, and administrative procedures. Departments/programs may need to oversee textbook selections for classes without assigned instructors. **~~(~~**~~Academic employees shall be free to use and select textbooks and materials they deem suitable for presenting the subject they teach, but with due consideration to students’ costs, Article 15 and administrative procedure.~~

**Library Selections:** Libraries seek to provide books and other materials presenting all points of view concerning the problems and issues of our times; no library materials shall be proscribed or removed from, nor required to be present in, libraries for partisan or doctrinal reasons.

**Classroom presentation and discussion:** As a vital component of academic freedom, instructors shall be solely responsible for decisions regarding the methods and materials used for the instruction of students. Accordingly, employees shall be guaranteed full freedom in classroom presentations and discussions and may introduce issues that have economic, political, scientific, or social significance, or otherwise controversial material relevant to course content.

**Alteration of Grades:** Grades given a student by an instructor shall be final and not subject to al­teration unless fraud, bad faith, incompetency, or mistake can be shown on the part of said employee. No student’s final grade or evaluation shall be changed without consultation with and the permission of the student’s instructor except with specified administrative procedures.

**Internet usage:** Academic freedom guarantees equitable access to the marketplace of ideas via any medium. No special limitations, beyond accepted standards of professional responsibility and CCS’s Acceptable Use Policies, shall be placed upon the academic use of email or the Internet.

**Personal life**: the personal life of a faculty member is not an appropriate element of evaluation or disciplinary action unless it prevents the instructor from performing her/his duties. However, communicating with students, particularly those currently enrolled in the academic employee’s classes, via social media and electronic means may render any and all such communications public for purposes of student complaints or other administrative actions.

**Censorship:** employees shall not be censored or restrained in the performance of their teaching functions solely on the ground that the material discussed and/or opinions expressed are distasteful or embarrassing to the school administration or to the school’s public relations.

**Monitoring and Observation of Instructor:** all monitoring or observation of the work performance of an instructor shall be conducted openly and with full knowledge of the instructor. No one including students (per WAC 132Q-30-236, as summarized) shall use eavesdropping, public address, or any temporary or permanent surveillance devices to record, videotape, or otherwise capture instruction, delivered in a classroom or online, without permission of the academic employee.

Furthermore, CCS will discourage the unauthorized reproduction, rebroadcasting or remixing of any instructional materials faculty employ in their classes.

**Academic Employee Evaluation:** CCS and AHE recognize that the ability of students to progress and mature academically is a combined result of school, home, economic and social environment and that the faculty member alone cannot be held accountable for aspects of the academic achievement of the student in the classroom.

CCS will support an instructor in his/her exercise of academic freedom. The instructor’s method of presentation shall be determined by the instructor. While utilizing the established materials and pro­grams, he/she may supplement so as to enrich the educational opportunities for the student, taking into consideration respect for the dignity and uniqueness of other people.

**Section 2 Non discrimination**

Academic employees shall be entitled to full rights of citizenship. There shall be no discrimination with respect to the employment of any person because of such person’s age, gender, marital status, race, creed, color, national origin, domicile, sexual orientation, political activity or lack thereof, or the pres­ence of any sensory, mental, or physical handicap.

**Section 3 Right to Safe Working Conditions**

Academic employees shall not be required to work under unsafe or hazardous conditions or to per­form tasks which endanger their health, safety, or well-being or the health, safety, or well-being of students. Academic employees shall report unsafe working conditions, including threats, remarks and intent to harm, to their unit safety officer, appropriate administrator or 911, as appropriate, and shall abide by all safety rules and regulations which from time to time may be promulgated by CCS. When student behavior concerns or perceived threats are reported to the respective campus’s Behavioral Intervention Team, the employee filing the concern will be updated of progress and/or resolution as appropriate (see also section 7.0-7.3 of Administrative Procedure 2.30.05-B). CCS will give faculty immediate notice of any known or imminent danger to body or property, whether from physical or human origin. Emergency procedures relating to safety and health issues will be periodically updated and communicated to the academic employees.

AHE and CCS have a mutual interest in supporting corrective and proactive measures undertaken to eliminate specific unsafe workplace issues such as sick building syndrome (SBC), workplace bullying or conduct/behavior potentially creating a hostile work environment. Periodic discussion, including review of actions being taken to eliminate these issues and expectations for support, will be a regular agenda item of Joint Executive meetings.

**Section 4 Individual Personnel Files**

There shall be two locations for access of academic employee personnel files, the official file maintained in the Human Resources Office and the divisional file. Working document files may also exist consistent with 4(6) of this section.

**1.** The Human Resources Office shall maintain an official personnel file(s) for each academic employee.

**a. Access:** The files shall be accessible during normal business hours to the academic employee, her/his authorized representative, appropriate administrator, college president, appropriate vice president, and chief human resources officer, or designee. Other individuals shall not have access without specific authorization from the chief human resources officer, or designee or the appropriate administrator. Individuals responsible for maintaining the files shall have limited access as required for this function.

**b. Notice:** No material shall be placed into the file without indication that the academic employee has been made aware of it being placed into the file.

**c. Items:** The Human Resources Office file(s) may contain the following types of information:

**1.** job application materials submitted by the academic employee;

**2.** transcripts and documentation of academic coursework, licensure, certification, etc.;

**3.** records of all professional development activities submitted for salary schedule credit subsequent to hiring;

**4.** records and documents required to support the personnel/payroll system;

**5.** records and findings developed pursuant to the steps outlined in Article 9 (Tenure), 10 (Evaluation), 11 (Remediation), 12 (Progressive Discipline), and 13 (Reduction-in-Force) of the master contract;

**6.** documentation of employment history at CCS (contract, assignment, FTE, salary extended days, sabbatical, leave of absence, tenure award, leave records, etc.);

**7.** correspondence with or on behalf of the academic employee;

**8.** information submitted by the academic employee for inclusion in the file;

**9.** information forwarded by the appropriate administrator pursuant to the provisions of 6(c) on page 5.

**d.** Filed information developed in investigation of complaints/pattern of complaints or records of attempts to counsel the academic employee and establish a program of activities to correct shortcomings per Article 11 and 12 can be removed from the employee’s HR file after three (3) years by mutual agreement of the academic employee and the appropriate administrator.

**2.** The division file is maintained by the appropriate administrator within the division to which the academic employee is assigned.

**a. Access:** The files shall be accessible during normal business hours to the academic employee, her/his authorized representative, appropriate administrator, college president, and appropriate vice president. Other individuals shall not have access without specific authorization from the appropriate administrator. Individuals responsible for maintaining the files shall have limited access as required for this function.

**b. Notice:** No material shall be placed into the file without indication that the academic employee has been made aware of it being placed into the file.

**c. Items:** The division file may contain the following types of information:

**1.** records, transcripts, etc., which attest to the preparation, competence, and professional achievements of the academic employee;

**2.** records of teaching assignments and other assignments allocated to the academic employee by the appropriate administrator;

**3.** records of commendations, promotions, and honors;

**4.** information submitted by the academic employee for inclusion in the file;

**5.** such other correspondence or records as may be required to support day-to-day administrative matters regarding the academic employee, which may include:

**a.** documentation of student complaint(s) that were forwarded ~~to the department chair~~ per ~~Article 3~~ Section 24 of this article, or complaints for which the academic employee was notified directly and given opportunity to respond. Formal complaints processed per section 24 shall be retained for two academic years beyond the year in which it was filed and shall thereafter be purged. ~~Complaints not moved into formal remediation shall be purged from any and all records after four full academic quarters, excluding summer.~~ A formal complaint determined appropriate for further consideration and advanced per section 24 becomes part of division file. A formal complaint that is not determined appropriate will not be retained in the division file but will be retained in a Vice President of Student Services record retention file for risk management purposes.

**6.** written and signed documents (dated upon receipt or genesis by the administrator) not otherwise described above and concerning an academic employee’s performance, including those materials generated by the academic employee evaluation process (Article 10); supporting information developed in investigation of complaints/pattern of complaints or records of attempts to counsel the academic employee and establish a program of activities to correct shortcomings per Article 11 and 12; provided that:

**a.** inclusion of the above mentioned items also includes the evidence that the academic employee was shown a copy of the material(s), was informed that the material(s) had been placed in the file, and was notified of the right to provide an explanatory statement which would remain appended to the document(s) in the file;

**b.** evidence of meeting the conditions of this subsection is accomplished by the academic employee’s signature and date on the document (An academic employee’s refusal to sign shall be documented on the material(s) with a copy provided to the academic employee; such refusal shall not delay the placement of material in the division file.); and

**c.** material covered under this subsection is placed in the file within ninety (90) calendar days of its receipt or genesis by the administrator.

**d.** Complaints not moved into formal remediation shall be purged from any and all records after four full academic quarters, excluding summer.

At the discretion of the administrative unit head and with notification to the academic employee, copies of all or any portion of the administrative unit file materials may be forwarded to the Human Resources Office file, provided the conditions of Section 4.c.6.(a), (b), and (c) have been met for written complaints/concerns about the academic employee’s performance.

**3.** These procedural guidelines covering official personnel files maintained by the Human Resources Office and the academic employee’s division shall not be construed to signify that other administrative offices cannot maintain the documentation necessary to carry out their specific functions.

**Section 5 Keys**

CCS agrees to provide to each academic employee the required key(s) necessary to perform the individual’s job. Should an individual misplace or lose a key, s/he must report this fact to the college president’s office or to the appropriate administrator.

**Section 6 CCS Property**

Upon separation from employment with Community Colleges of Spokane, academic employees shall return any and all CCS property.

**Section 7 Academic Employee Lounge**

Academic employees shall have access to a lounge at each college reasonably close to their work site. At this time, some buildings do not have lounges. CCS, in future building or expansion programs, shall provide lounge and restroom facilities in accordance with applicable statutory requirements.

**Section 8 Academic Employee Professional Development**

Required in-service courses shall be provided at no cost to the academic employees. Such in-service training shall not be required on holidays, weekends, or starting before 7:30 a.m. or after 4:30 p.m.

It is generally agreed that the academic employees’ central responsibility with the Community College of Spokane is for the quality of educational programs. CCS agrees to promote and support this central responsibility through professional development programs and shall work towards providing dedicated funds for faculty development.

Such professional development funds as SCC, SFCC, or the IEL makes available will be allocated through an application process developed with faculty input. Information regarding funding levels and an accounting of the previous year’s awarded allocations will be available upon request to the CCS Business Office.

**Section 9 Rights of Academic Employees in the AHE**

**a.** Academic employees of CCS who are represented by the AHE shall have the right to freely organize, join, and support the AHE for the purpose of engaging in negotiations and other related activities authorized by RCW 28B.52 or any subsequent legislation.

**b.** CCS shall not directly or indirectly discourage or deprive or discriminate against any academic employee with respect to hours, wages, or any other terms or conditions of employment by reason of membership or non-membership in the AHE or participation in any grievances, complaints, or proceedings under this contract.

**Section 10 Right to Due Process**

No academic employee shall be reprimanded, disciplined, or reduced in compensation without just cause. In the event that informal meetings fail to resolve the problem, any charges which are made shall be reduced to writing and made available to the academic employee. An academic employee shall have the right to have AHE representation of her/his choice present at any meeting wherein the employee believes s/he may be reprimanded, disciplined, suffer adverse action or otherwise denied rights available under this contract. This section shall not be applicable with respect to matters handled in accordance with Articles 9 (Tenure) and 13 (Reduction in Force).

In situations where the academic employee is being given work direction or training, or during evalua­tion meetings representation rights do not generally apply.

**Section 11 Handbook**

Each unit may develop and provide all academic employees a faculty handbook in the initial quarter of employment. As revisions are made, copies will be made available. Copies of the faculty handbook will be available to adjunct faculty in each division office and issued upon request.

**Section 12 Individual Contracts**

**a.** CCS shall provide each annually contracted academic employee an individual contract in conformity with Washington state law; State Board for Community and Technical Colleges regulations; CCS policies, rules, and regulations; and this contract. An original and a copy to be retained by the academic employee shall be provided no later than May 15 preceding the applicable academic year. Each academic employee who intends to return to employment shall so notify CCS by signing the individual contract and returning it no later than fourteen (14) days after its issuance. The academic employee shall sign all copies of the contract and return them to the Human Resources Office with the exception of the employee’s copy. Failure to sign and return the contract shall indicate that the academic employee does not intend to return to the tenured or probationary appointment and no longer desires to be employed by CCS.

**b.** Should CCS issue contracts prior to the conclusion of negotiations, such contracts shall be based on the academic employee’s salary currently in effect, together with the inclusion of a rider specifying that salaries will be adjusted consistent with the conclusion of negotiations. A copy of any rider will be retained by the academic employee.

**c.** Annually contracted academic employees will be paid pursuant to applicable OFM regulations.

**d.** Annually contracted academic employees will be paid on a semi-monthly basis during the academic year (~~semimonthly 10-month salary~~ 19 semimonthly installments, September to June). If the employee wishes to have salary distributed over 12 months, an arrangement with the employee’s financial institution may be available. Consult with the Payroll Office for more information.

**Section 13 Professional Licensure and Certification**

Certain academic employees are required to have a current professional licensure or certification.

Required licensure or certification includes Professional/Technical Certification per chapter 131 16 WAC if required by the position and appropriate professional licensure or certification as required by law or accreditation for specific specialties.

The Human Resources Office will provide a status report to academic employees on or before Febru­ary 1 of each year of their required licenses or certificates with expiration dates.

Academic employees in programs that require current professional licensure or certification who do not have current licenses or certificates will be placed on temporary unpaid leave until they provide documentation that the required licenses or certificates are current.

Payment of costs associated with obtaining or maintaining a professional license or certification shall be administered consistent with state Office of Financial Management criteria, as follows (see also Article 20 (section 1f):

**a.** If the license or certificate is a minimum requirement to hold the position, CCS cannot pay any expenses related to cost of the license or certificate.

**b.** If the license or certificate is not a minimum requirement to hold the position, but is a preferred qualification in the determination of the appointing authority and is used strictly for and to the benefit of CCS, then CCS may pay maintenance related fees, including required professional association membership fees.

**c.** If training is required to obtain/maintain a license or certificate, then CCS may pay the costs provided:

**i.** The training is directly related to the job requirement, and

**ii.** The training maintains or enhances the employee’s work-related skills specific to that job requirement.

**iii.** CCS shall not pay for examination costs.

(see also Article 20(1f))

**Section 14 Payment While Injured**

Academic employees who suffer injuries received in employment shall be entitled to all rights and responsibilities provided by RCW Chapter 51 and the state government return to work program as au­thorized by RCW 28B.16. Whenever an academic employee is absent from employment and unable to perform duties as a result of injuries sustained in the course of employment, the injured employee will be on leave of absence with pay as provided for hereafter. During such a period of disability, the aca­demic employee may utilize her/his sick leave to compensate for the difference in the amount of state compensation and her/his regular salary to the limits of her/his accrued sick leave account. Her/his sick leave account will be a pro rata based upon salary paid and shall be reduced in the same ratio as the payout bears to her/his total salary. All benefits such as salary, retirement, social security, and sick leave shall be maintained on a pro rata basis. Salary placement and movement shall not be affected by time loss due to the provisions of this section.

**Section 15 Liability Protection**

CCS agrees to save academic employees harmless and defend from any financial loss, including reasonable attorney’s fees, for actions arising out of any claim, demand, suit, criminal prosecution, or judgment by reason of any act or failure to act by such employees within or without CCS, provided such employees, at the time of the act or omission complained of, were acting within the scope of employment or under the direction of CCS as provided in next paragraph.

As provided for in RCW 28B.10.842, whenever any action, claim, demand, suit, criminal proceeding, judgment, or proceeding is instituted against an academic employee arising out of the performance or failure of performance of duties for CCS, within or without CCS facilities, the board of trustees shall grant a request by an academic employee that the office of the attorney general be authorized to defend said action, claim, demand, suit, or criminal proceeding, and the cost of defense of said action shall be paid from the appropriation made for the support of CCS, provided the board of trustees has made a finding and determination by resolution that the academic employee was acting in good faith. If the board of trustees is unable to reach any decision on the matter, the office of the attorney general is authorized to consider a request.

**Section 16 Tuition Fee Waiver**

CCS shall waive tuition and fees for full time annually contracted and adjunct (as defined in Article 1(3)) academic employees who are employed one half time or more subject to RCW 28B.15.558 and to the following conditions.

**a.** Eligible academic employees will be required to pay the current tuition waiver fee per course plus any special course fee (e.g., laboratory fees) and the registration fee.

**b.** Eligible academic employees may enroll in classes on a space available basis only, as determined by the college registrar, on the third day of the quarter.

**c.** This waiver can only be used for state support credit classes.

Reassigned time, not to exceed five (5) weekly hours per quarter, may be utilized in unusual circum­stances for taking classes upon the approval of the appropriate administrator.

There is a limit of six credit hours per quarter. Exceptions to this limit may be made by the college president ~~or IEL CEO~~.

**Section 17 Use of Paraprofessional Employees**

In the event CCS utilizes paraprofessional employees, the following conditions shall apply:

**a.** Paraprofessionals shall not be assigned professional teaching, counseling, or librarian responsibilities except for classified employees performing duties in accordance with a classification specification approved by the Washington State Personnel Resources Board.

**b.** Any direct instructional activities performed by the paraprofessional shall be under the direction of the academic employee. By mutual agreement between the academic employee and the appropriate administrator, the academic employee may be the immediate supervisor of the para professional employee and obtain/maintain supervisory certification per CCS Administrative Procedure 2.00.01-B and chapter 357.34 WAC as a condition of the supervisory assignment. The paraprofessional employee shall not supervise academic employees.

**c.** Disputes regarding whether a CCS employee is an academic employee or a paraprofessional shall be referred to the Joint Executive Committee, and if not resolved, such matters shall be referred to the Washington State Personnel Resources Board.

**d.** The AHE shall be notified of all instances where paraprofessionals are employed by CCS.

**Section 18 Subcontracting**

The district and AHE must mutually agree on any proposed subcontracting for work customarily per­formed by bargaining unit academic employees as part of their professional responsibilities. A good faith effort will be made to present, consider and reach agreement within ten (10) contractual days. The parties mutually agree that every reasonable effort will be made to avoid proposing subcontracting agreement in the first or last five (5) days of a quarter. The parties acknowledge, however, unavoidable need for proposal will occur during calendar breaks. To accommodate this need, proposals and related communication during breaks will occur directly between the appointing authority, or his/her designee, and the respective AHE Vice President or the AHE President. Each shall exchange the required contact information prior to calendar breaks.

**Section 19 Academic Employees’ Offices**

CCS is committed to providing office space for academic employees. Providing office space will be given a priority in all new buildings or remodeling of current space whenever practical. Subject to and limited by current physical space for academic employee offices, the supervisory administrator will be guided by the following procedures in the priority and assignment of office space.

**a.** Annually contracted academic employees will have first priority for assignment of available academic employee office space.

**b.** Adjunct contracted academic employees will have second priority for assignment of available academic employee office space; the adjunct faculty teaching the greatest number of hours will be given priority consideration.

**c.** All academic employees will have the option to have access to classrooms or conference rooms prior to and after class meeting time for office purposes, provided that said room is not otherwise assigned and is available for such use.

**d.** Every reasonable effort will be made to assign annually contracted academic employees office space as close as practical within reasonable proximity to their discipline, teaching, or work site and to provide accessibility to students and facilitate the performance of other assigned and related responsibilities.

**e.** CCS reserves the right to reassign academic employee office space, in consultation with affected faculty, to meet changing circumstances in accordance with paragraph d. above and to reassign academic employee office space for those academic employees who are on an approved leave for any purpose if said leave is in excess of thirty (30) working days. Upon return, the academic employee will be assigned the same or similar academic employee office space.

**f.** Academic employees who are reassigned academic employee office space in accordance with these procedures will be responsible for the removal and storage of their personal property.

**Section 20 Copyright and Patent**

Board policies 7.50 Copyright and 7.60 Patent are hereby incorporated into this contract by this reference and are attached hereto as Appendix A.

a. Intellectual Property (see also Appendix A – Copyright and Patent Ownership)

1. Written materials, creative works, multi-media materials and products, including any derivative works, developed by an academic employee for on-ground or online courses, who is reimbursed by CCS for the work, produces it during work hours, or consumes goods/services purchased by CCS become the property of CCS. CCS may exercise all rights and privileges of ownership.
2. Written materials, creative works, multi-media materials and products, including any derivative works, developed by an academic employee for on-ground or online courses, on his/her own time, which incur no more than incidental cost to CCS, are deemed to be the property of the academic employee. CCS shall not assert any interest in instructional technology materials created by an employee without the use of appreciable CCS support and used solely to assist the instructor or enhance the students’ learning environment.
3. Potential joint ownership agreements should be mutually negotiated prior to the commencement of the work. The faculty developer is entitled to an AHE representative during such negotiations.
4. CCS retains exclusive rights for the use of the logo or the name of any of the educational units.

b. Before the college disseminates faculty creative works to an audience other than the intended audience of students and other college staff, there shall be a written agreement (establishing use and, if applicable, compensation) between the college and academic employee. Royalty contracts and recovery of development costs will be mutually negotiated between the academic employee(s) and CCS. Such recovery costs will be determined, in writing, prior to the commencement of the work. The academic employee is entitled to an AHE representative during such negotiations. This applies to materials produced prior to this contract that continue to generate revenue for the colleges. This does not extend to retroactive application or claims for prior year recovery.

**Section 21 Parking**

Academic employees shall be assigned a specific parking lot with adequate parking spaces. Once each biennium CCS may appoint a task force, with representative academic employee membership, to review and consider parking fees and issues. Recommendations will be presented to the Board of Trustees for consideration of approval. Further, the CCS will develop and enforce strict parking regu­lations to ensure adequate academic employee parking. Academic employees may appeal parking violations consistent with chapter 132Q.20.265 WAC and applicable administrative procedure.

**Section 22 Right to Fairness in Application**

CCS shall make no arbitrary or capricious decisions regarding the application of this Collective Bargaining Agreement nor discriminate against academic employees exercising their rights under this contract.

**Section 23 Non-Fraternization**

CCS is committed to providing an environment conductive to individual development and learning. CCS and AHE recognize that a sexual or emotionally intimate relationship between academic employees and students, or between academic employees and those whom they supervise, may pose legal risks to the faculty member, student, third parties and the college. Accordingly, academic employees are prohibited from entering into a sexual or emotionally intimate relationship with anyone with whom they have a current supervisory or faculty/student relationship. See Appendix #TBD.

**Section 24 Process for Student Concerns and Complaints**

1. **Informal Concerns:** The following steps are to be used in resolving student concerns ~~complaints~~. Concerns ~~Complaints~~ must be initiated ~~filed~~ within ten (10) instructional ~~15~~ days of the start of the quarter following the quarter during which the alleged actions occurred. An informal concern may be initiated in summer quarter if the academic employee and student mutually agree. Informal concerns ~~complaints~~ should proceed to the next step only ~~when~~ if not resolved at prior steps. The student will make reasonable effort to complete the informal concern process described below within twenty (20) instructional days. The student has a right to a supporter during any meeting, provided advance notice is given. ~~or where appropriate per section 6(b) below.~~ To ensure confidentiality and compliance with privacy statutes, this is an individual process. Group concerns will not be considered.

If at any point during the concern process it is determined the issue may involve a violation of federal/state law or board policy, it may be forwarded to the appropriate district/college officer for consideration outside of the student concern process.

1. **Step One:** The student communicates ~~speaks~~ with the academic employee and describes ~~concerning~~ the concern ~~complain~~t. The academic employee will respond to the student within five (5) instructional days after hearing the informal concern from the student.

If the student has used at least two methods to attempt to contact the academic employee on instructional days and received no response within a reasonable time, the student will contact the department chair for assistance.

Before proceeding to Step Two, the department chair will first ascertain that the student has made valid attempts to contact the academic employee during the academic employee’s instructional days. If not, the chair will facilitate communication with the academic employee.

1. Step Two: If the concern is not resolved at step one, the student next speaks with the ~~appropriate~~ academic employee’s department chair. The chair will attempt to facilitate a mutually acceptable resolution of ~~resolve~~ the concern ~~complaint~~ ~~with~~ between the academic employee and student. The department chair will respond to the student within five (5) instructional days of hearing the informal concern from the student.

A student may initiate the informal concern directly at Step Three, provided the cause for the student not proceeding through Steps One and Two ~~must be~~ is ascertained and found credible by the appropriate administrator. The appropriate administrator will first ascertain that the student has made valid attempts to contact the academic employee during the academic employee’s instructional days (Step One), and not having received a response, has contacted the department chair for assistance or response (Step Two). ~~before he/she considers hearing the student’s complaint. The appropriate administrator upon determining that the appropriate steps were followed will attempt to informally resolve the complaint~~.

1. **Step Three**: If the concern is not resolved at step two or is determined by the academic employee’s appropriate administrator to be appropriately advanced to this step, the student ~~the departmental level should move~~ next speaks with the ~~to the academic employee’s~~ ~~appropriate administrator~~ appropriate administrator. At any point during the informal process the appropriate administrator may call an informal meeting between the student, faculty, chair and the appropriate administrator to attempt to reach a resolution. The appropriate administrator will respond to the student within ten (10) instructional days of receiving the concern. If the appropriate administrator is not reasonably available the student may instead contact the appropriate vice president for assistance or assignment of a designee.
2. **Formal Complaint:** If the concern has not been resolved to the student’s satisfaction, he/she may file a formal complaint utilizing the form provided in Appendix (#TBD). The form must be submitted to the appropriate administrator’s office within ten (10) instructional days of the appropriate administrator’s Step Three response. Failure to do so causes the complaint to be denied as untimely.
3. Assessment: The appropriate administrator will assess the formal complaint and make a determination of whether the complaint is appropriate for further consideration. If the appropriate administrator determines that it is not appropriate, he/she will so notify the student in writing not later than ten (10) instructional days after receipt of the formal complaint. Said complaint is terminated and may only be considered further per section 24(b5) below.

If the appropriate administrator determines further consideration is appropriate, he/she will, within ten (10) instructional days of receiving the signed written complaint, send the signed written complaint to the academic employee and to AHE.

1. Academic Employee Response: The academic employee will submit a written response to the formal complaint to the appropriate administrator within ten (10) instructional days of being notified. The academic employee can either 1) assert the informal process was not followed, or 2) provide a written response to the appropriate administrator.
2. A meeting to discuss the complaint and draft the division’s response will be scheduled within ten (10) instructional days of receiving the academic employee’s response and to include the appropriate administrator, academic employee, and AHE. Others may participate at the mutual agreement of the appropriate administrator and academic employee.
3. Division Formal Response: The appropriate administrator will provide the division formal response to the student within five (5) instructional days after the above meeting. This serves as the official division response to the complaint.
4. Vice President Appeal: If the complaint is not resolved to the student’s satisfaction, he/she may appeal to the appropriate Vice President within ten (10) instructional days after the appropriate administrator’s response. The Vice President’s response will be the college’s final official response.

**c. Academic Employee Rights:** The academic employee has the right to AHE representation at any meetings regarding the concern/complaint

Materials ~~relating to such complaints~~ may be placed in the employee’s division file in accordance with Article 3(4A2c5a) on files.

 ~~If the complaint warrants formal action, the student must submit the complaint in writing to the appropriate administrator. The academic employee will be notified in writing, within (10) working days of the complaint, that a complaint has been received, and of the Complaints not moved into formal remediation shall be purged from any and all records after four full academic quarters, excluding summer.~~

~~The following steps are to be used in resolving student complaints. Complaints must be filed within 15 days of the start of the quarter following the quarter during which the alleged actions occurred, and should proceed to the next step only when not resolved at prior steps or where appropriate per section (a) below.~~

1. ~~The student speaks with the academic employee concerning the complaint.~~
2. ~~The student speaks with the appropriate academic employee’s department chair. The chair will attempt to resolve the complaint with the academic employee.~~
3. ~~The complaint not resolved at the departmental level should move next to the academic employee’s appropriate administrator.~~

~~a) Cause for student not proceeding through steps one and two must be ascertained and found credible by the appropriate administrator before he/she considers hearing the student’s complaint. The appropriate administrator upon determining that the appropriate steps were followed will attempt to informally resolve the complaint.~~

~~b) If the complaint warrants formal action, the student must submit the complaint in writing to the appropriate administrator. The academic employee will be notified in writing, within (10) working days of the complaint, that a complaint has been received, and of the right to AHE representation at any meetings regarding the complaint. Material relating to such complaints may be placed in the employee’s division file in accordance with Article 3(4a5) on files. Complaints not moved into formal remediation shall be purged from any and all records after four full academic quarters, excluding summer~~.

**Section 25 Advisory Committees**

CCS administration shall follow SBCTC’s Guidelines Appendix G and RCW 28B.50.252 and any accreditation guidelines for advisory committees.