

TACOMA COMMUNITY COLLEGE  
Meeting of the Board of Trustees

July 25, 1968

3:30 p.m.

Agenda

1. Roll call
2. Approval of previous minutes
3. Correspondence
4. Reports to the Board
  - (a) GASTCC - Mr. Kegeler
  - (b) TCCA - Dr. Magden
  - (c) Budget Committee - Dr. Magden
  - (d) Administrative Organization Committee - Mr. Rogland
  - (e) Report on UCLA Workshop - Dr. Ford
5. New business
  - (a) Renewal of Cooperative Board-Certificated Personnel Relations Agreement (supplement 5-a)
  - (b) Approval of contract with McNeil Island Penitentiary for educational services for inmates (supplement 5-b)



TACOMA COMMUNITY COLLEGE

BOARD OF TRUSTEES

Minutes

July 25, 1968

The regular meeting of the Board of Trustees was called to order by the Chairman, Mr. Cooper, at 3:30 p.m., July 25, 1968, at Tacoma Community College.

Present: Frank Cooper, Maxine Myers, Charles Edmunds and Thornton Ford,  
Secretary

Absent: John Binns, Lewis Hatfield and John McCutcheon

Guests: Paul Jacobson, Henry Schafer, Ronald Magden, President, TCCA,  
Ross Briggs, Vice President of GASTCC, Howard Ferguson,  
Diane Porlier and Robert Rogland

The minutes of the June 27, 1968, meeting were approved as submitted.

Reports to the Board

Mr. Rogland gave a brief report on the progress of the Administrative Organization Committee. This Committee has been meeting once a week throughout the summer.

Mrs. Myers reported that the Civil Service Rules and Regulations have been published and suggested a tentative date for the next Civil Service Committee meeting as September 26 at 2:30 p.m. for adoption of these rules.

Dr. Ford stated that the student body is revising its budget following the budget hearing of July 18.

Dr. Magden informed the Board that the TCCA has not met during the summer but that several committees and subcommittees will be formed for enrollment, salaries, library and budget.

Dr. Ford reported on the following meetings which he attended:

- (a) National Conference of Junior College Presidents held at UCLA, July 15-17.
- (b) Temporary Advisory Council on Public Higher Education meeting in Seattle on July 24.
- (c) Meeting in Olympia with state officials regarding capital budget requests on July 25.

New Business

Mr. Edmunds moved that the Board adopt the Cooperative Board-Certificated Personnel Relations Agreement as it is written. The motion carried.



Minutes

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July 25, 1968

Mr. Cooper appointed Mr. Edmunds and Dr. Ford as a committee of two to look into a revision of the wording for the above agreement. The revision will be submitted at the September meeting.

Mr. Edmunds moved to approve the contract with McNeil Island subject to counsel's approval of the contract. The motion carried

The next meeting of the Board will be held on August 22, 1968, at 3:30 p.m.

The meeting adjourned at 4:25 p.m.

  
Thornton M. Ford, Secretary



COOPERATIVE BOARD-CERTIFICATED PERSONNEL RELATIONS

Between the Board of Trustees Tacoma Community College District 22 and  
the Tacoma Community College Association

The Board of Trustees of the Tacoma Community College District 22 and the Tacoma Community College Association do hereby agree that the educational welfare of the students of Tacoma Community College is of paramount importance and shall be accepted as the basic consideration by both parties. Pursuant to Chapter 143, Laws of 1965, Revised Code of Washington, the parties do hereby agree as follows:

I  
RECOGNITION

The Board of Trustees of Tacoma Community College District 22, hereinafter known as the Board, recognizes that teaching is a profession and that the Tacoma Community College Association, hereinafter referred to as the Association, having received the majority of votes cast by the certificated staff of the college, shall be the representative of all the certificated personnel employed, or to be employed, by the Board. The association recognizes the Board as the duly authorized governing body of Tacoma Community College District 22 and as the employers of all certificated personnel. The purpose of recognition is the mutual agreement that the parties will negotiate with regard to matters as outlined in Section II-C.

II  
PRINCIPLES

A. Attaining Objectives

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation between the Board and the professional personnel. Free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

7/27/67



B. Professional Teaching Personnel

Teaching is a profession requiring specialized qualifications, and the success of the instructional program in the college depends upon the maximum utilization of the abilities of certified personnel who are satisfied with the conditions under which their services are rendered.

Certified personnel have the right to join, or not to join, any organization for their professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

C. Representation

The Board and the president, or their designated representatives shall meet with representatives of the Association to negotiate in good faith on policies governing professional compensation, faculty leave, conditions of employment, the recruitment of instructors, deans, president, community support for the school program, budget preparation, communications, and other matters which affect the quality of the educational program.

III  
PROCEDURES

A. Association Participation

When requested by either party, the president of the college and/or the Board of Trustees shall meet with Association representatives to confer on matters outlined in Section II-C. Matters not satisfactorily resolved at these meetings may, at the request of either party be the subject of negotiation between a committee of Board members, the president of the college, and Association representatives.

B. Meetings

Meetings between the Association representatives, the Board, and the president of the college shall be called upon the written request of any one of the parties involved. Requests for meetings shall include specific statements of the reasons for the requests.



C. Directing Requests

Requests from the Association for meetings between Association representatives, the Board, and the president, shall be made to the president of the college. Requests from the president of the college or the Board shall be made to the president of the Association. A mutually convenient meeting shall be arranged within fifteen days of the date of the request.

D. Statements of Positions

Proposals, counterproposals, information and supporting data shall be exchanged freely and in good faith during the meeting or meetings in an effort to reach mutual understanding and agreement. The Association negotiations committee, the president of the college, and where applicable a committee of the Board shall act, insofar as possible, as a committee of the whole.

E. Requests for Assistance

All participants have the right to utilize the services of their own consultants in the deliberations.

F. Agreement reached by the participants shall be put in written form and shall be subject to ratification by the Board and the Association.

G. Nothing in this agreement shall be interpreted as denying the right of a certificated employee to appear before the Board on his own behalf on matters as outlined in Section II-C. In the event such matters shall affect other certificated staff members, the Association shall have the right to express its considered professional judgment before the Board prior to the Board's final decision on an individual case.



IV  
RESOLUTION OF DIFFERENCES

A. Special Committee

If the participants reach an impasse or if they reach agreement but such agreement is not ratified by both parties, either party may within five days thereafter request the Office of the State Director of Community Colleges or whoever else may be the duly authorized authority, by registered mail, to appoint a special committee to assist and advise in the resolution of differences. Said committee shall make a written report with recommendations to both parties within fifteen days of receipt of the request for assistance.

V  
ACADEMIC FREEDOM

The Board recognizes and respects the right of citizens to make suggestions for the improvement of the college, but the Board also recognizes that the educational profession has both the right and the responsibility to insist that students must be free to learn and faculty members free to teach broad areas of knowledge, including those which may be considered controversial. Whenever any group or individual brings charges against a faculty member concerning the faculty member's freedom to teach, if the Board concurs with the faculty member's position, it may provide, without charge to the faculty member the necessary and sufficient leave, legal assistance, and other support for the protection of academic freedom.



VI  
RENEWAL

The provisions of this agreement shall continue in effect for one year following the date of signing and shall be renewed at the regular meeting of the Board of Trustees in the month of renewal unless challenged by an employee organization showing proof of at least thirty percent membership of the college's certificated personnel. This agreement may be amended or supplemented at any time by mutual agreement of the parties thereto. It may be terminated at the end of each annual period by either party by giving written notice of intent to terminate not less than thirty days prior to the renewal date.

VII  
CONTRACT RIGHTS

It is mutually agreed that all contract rights which were held by members of the faculty with the Tacoma School District Number 10, and which have not been specifically amended or superseded under this agreement, remain in force.

VIII  
SAVING CLAUSE

If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the agreement can be given effect without the invalid provision or application; and to this end the provisions of this agreement are declared to be severable.

In the event a portion of the agreement is held to be invalid, then the parties to this agreement shall renegotiate to bring that portion into conformity with the law.



IX  
ACCEPTANCE

This agreement is signed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_

ATTEST:

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
President, Tacoma Community College Association

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Association Secretary

\_\_\_\_\_  
Board Secretary



UNITED STATES PENITENTIARY  
McNeil Island, Washington

Contract No. \_\_\_\_\_

Name and Address of  
Contractor:

Tacoma Community College  
5900 South 12th St.  
Tacoma, Washington 98465

Department or Agency:

Bureau of Prisons  
U. S. Penitentiary

Place:

Mc Neil Island  
P. O. Box 500  
Steilacoom, Washington 98388

Amount of Contract not to exceed five thousand two hundred fifty dollars and no cents (\$5,250.00).

THIS CONTRACT, entered into this date by the United States of America hereinafter called the Government, represented by the Contracting Officer executing this contract, and the organization named above, hereinafter called the Contractor, witnesseth that the parties hereto do mutually agree as follows:

1. Nature and Extent of contractual services:

- a. The Contractor shall provide instruction during the period 1 July 1968 thru 30 June 1969 for inmates of the United States Penitentiary selected by the Penitentiary Supervisor of Education and acceptable to Contractor, in the course and for the respective periods of time determined as hereinafter provided.
- b. The Penitentiary Supervisor of Education will furnish the Contractor a list of courses of instruction and names of inmates to be enrolled in each course to be conducted during the period covered by this contract.



c. All students accepted by the Contractor shall be registered in the same manner as civilian students and shall be subject to the same academic regulations, and shall have the same privileges normally furnished by the Contractor to all students.

d. Unless otherwise provided herein, all necessary textbooks, laboratory manuals, and other equipment required for use by individual students will be furnished by the Government.

e. Necessary facilities, classroom space, chairs, desks, etc., will be furnished by the Government.

f. The Penitentiary Supervisor of Education is the individual responsible for technical supervision, inspection and assisting the Contracting Officer in administration of this contract. He will also be designated and authorized to schedule courses and enroll inmates within the total dollar amount of this contract.

g. The Contractor shall furnish such reports upon students as are required by the Supervisor of Education. Written reports shall be prepared outside of the class periods.

h. The Contractor shall adhere to all regulations prescribed by the institution for the safety, custody and conduct of the inmates.

i. The Supervisor of Education may observe the classes conducted by the Contractor.

j. Location at which the above work will be performed: U. S. Penitentiary, McNeil Island, Washington.

k. Transfer or Assignment: Neither this contract nor any interest herein nor any claim arising hereunder may be transferred or assigned by the Contractor to any other party or parties.



2. Consideration, Payment and Voucher:

a. The Government will pay the Contractor seven hundred and fifty dollars and no cents (\$750.00) tuition cost per course for the period covered by this contract.

b. The Government will pay the consideration stated in paragraph a and b above as follows:

(1) The Contractor will submit to the Penitentiary an invoice in quadruplicate at the times specified below for audit, certification by the Penitentiary Supervisor of Education and forwarding for payment. Said invoice shall include:

(a) Contract number, and period of instruction to which the invoice pertains.

(b) List of courses covered by the invoice.

(c) Dates of visits by the teachers.

(d) Designation of invoice as partial billing for this term or final billing for this term as appropriate.

(e) Invoices will be submitted by the Contractor as of August 30, December 12, March 27, and June 19 for payment by the 15th of the following month.

c. Final settlement will be made by presentation and payment of a voucher designated by the Contractor as the final invoice. Upon payment of such final invoice, the obligations of the parties with respect to this contract shall automatically cease and terminate and final settlement shall be deemed accomplished. All reports required by the Government of Contractor will be completed prior to settlement of the final invoice.



1. GENERAL PROVISIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(b) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

(c) The following terms and definitions shall govern for the purposes of this contract:

"course" - A series of lectures and/or instructions and/or laboratory periods relating to one particular field of science or learning which meets two, fifty minute periods per night, two nights per week for eleven weeks.

"curriculum" - The list of courses offered for instruction.

"visit" - A teacher teaching two class period of fifty minutes between 6:30 P.M. and 8:30 P.M. at the Penitentiary.

(d) Transportation to and from the dock at Steilacoom and McNeil Island will be by Government owned vessels, at no expense to the Contractor. The vessels operate on published schedules, which may be revised as needed, with corresponding changes in schedule shown in paragraph (c) above.



2. OFFICIAL NOT TO BENEFIT

No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

3. COVENANT AGAINST CONTINGENT FEES

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

4. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Office, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal. The decision of the Contracting Officer or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as neces-



#### 4. DISPUTES - Continued

sarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

#### 5. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified



(b) - Continued

applicants will receive consideration of employment without regard to race, creed, color, or national origin.

(c) The Contractor will comply with all provisions of Secretary of Labor, No. 11246 of September 24, 1965, and relevant orders of the President's Committee on Equal Employment Opportunity.

(d) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(e) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

#### 6. TERMINATION

(a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever, the Contracting Officer shall determine that any such termination is for the best interest of the Government.

(b) In the event of termination in whole or in part, the Contractor shall be paid by the Government \$15.63 per class hour actually taught by the Contractor



less any amounts previously paid for said class hour under the terms of this contract.

(c) The Contracting Officer may cancel any class or classes with insufficient enrollment.

7. CHANGE IN CURRICULUM

The Contracting Officer may vary the curriculum as selected by the student, but shall not require nor make any change in any course as offered by the Contractor without the Contractor's consent.

8. REPORTS AND WITHDRAWALS OF STUDENTS

(a) The Contractor shall submit to the Contracting Officer at the end of each term or semester, and at such other times as the Contracting Officer may direct, a written report containing the progress and grades of each student and such other information as the Contracting Officer may require: Provided, that any report required by the Contracting Officer not regularly furnished other students pursuing the same or similar curriculum will be paid for by the Government at a rate agreed upon in advance either in an original exhibit or an amended exhibit.

In witness whereof, the parties hereto have executed this contract as of

\_\_\_\_\_  
(date)

THE UNITED STATES OF AMERICA

BY \_\_\_\_\_

\_\_\_\_\_  
(title)

CONTRACTOR

Tacoma Community College

BY \_\_\_\_\_

\_\_\_\_\_  
(title)