TACOMA COMMUNITY COLLEGE

Special Meeting of the Board of Trustees
June 30, 1967

Agenda

- 1. Roll call.
- 2. Approval of minutes of meeting of June 22, 1967.
- Discussion of the proposed negotiations agreement entitled, Cooperative Board-Certificated Personnel Relations.
- 4. Discussion of By-laws for the Board of Trustees.

A special meeting of the Board of Trustees was held at 3:00 p.m., Friday, June 30, 1967 at Tacoma Community College.

Present: Charles Edmunds, John Binns, Frank Cooper, Lewis Hatfield, Maxine Myers,

Thornton Ford, Secretary and John McCutcheon

Guests: Paul Jacobson, George Van Mieghem, Robert Arpke, Jack Hyde, Timothy Keely

and William Shapeero

The minutes of the Board meeting of June 22, 1967 were approved as corrected.

Mr. Hatfield moved that there be a policy or labor agreement of the Board of Trustees called <u>Cooperative Board-Certificated Personnel Relations</u> between the Board of Trustees and the faculty to negotiate. The motion carried.

Mr. Hatfield moved that the president of the Association receive the same agenda and supporting material at the same time as the Board of Trustees prior to each meeting. The motion carried.

Mr. Cooper moved that the Board adopt the corrected negotiations agreement entitled, Cooperative Board-Certificated Personnel Relations and that copies of the rough draft be sent to the Trustees. The motion carried. (Material attached)

Mr. Binns moved that the president of the college be given the authority to authorize travel for members of the college staff. Motion carried.

Mr. Binns moved that notice be waived and that the president's recommendation be approved pertaining to tuition fees. Motion carried unanimously.

Resident - \$6.00 per credit hour through 11 credit hours \$70.00 - full-time (12 hours or more) Non-Resident - \$15.00 per credit hour through 11 credit hours \$170.00 - full-time (12 hours or more)

It was moved that the following meeting dates be called for the month of July:

July 13, 1967 at 3 p.m. in the conference room of the Tacoma Community College administration building.

July 27, 1967 at 3 p.m. in the conference room of the Tacoma Community College administration building.

Motion carried.

Meeting adjourned at 5:35 p.m.

Thornton M. Ford, Secretary

BOARD POLICY

ARTICLES

I. PROFESSIONAL COMPENSATION

The Board and Faculty agree that <u>professional compensation</u> is a matter of mutual concern. The Administration and Faculty will work out mutually satisfactory compensation plans and regulations, subject to Board approval.

II. FACULTY LEAVE

The Board and Faculty agree that $\underline{\text{faculty }}\underline{\text{leave}}$ is a matter of mutual concern. The Administration and Faculty will work out mutually satisfactory leave plans and regulations, subject to Board approval.

III. CONDITIONS OF EMPLOYMENT

The Board and Faculty agree that <u>conditions of employment</u> is a matter of mutual concern. The Administration and Faculty will work out mutually satisfactory conditions of employment and regulations, subject to Board approval.

TACOMA COMMUNITY COLLEGE

June 22, 1967

Agenda Supplement

Item 3

Chapter 143, Laws of 1965, RCW, commonly referred to as the "Professional Negotiations Act" recognizes the "right of employee organizations to represent certified employees in their relations with school districts". Section 58, Chapter 8, Laws, Extraordinary Session, 1967 extends the same rights to certified employees of community colleges. The attached document Cooperative Board-Certificated Personnel Relations has been prepared by the faculty working cooperatively with the administration. It was approved by the faculty organization (Tacoma Community College Association) on June 20, 1967 after several drafts and revisions.

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 exclusive 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 all matters of mutual concern and will use professional and educational channels for appeal in the event of impasse.

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.

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, the Board and president, or their designated representatives shall meet with representatives of the Association to negotiate and to reach agreement 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 mutually agreed upon 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 and negotiate matters of mutual concern. 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 Association representatives, members of 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 and a committee of the Board, including the president of the college, 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 the committee of the Board shall act, insofar as possible, as a committee of the whole studying the various items of mutual concern.

E. Requests for Assistance

All participants have the right to utilize the services of 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 from appearing before the Board on his own behalf on matters relating to his employment relations with the Board. Such appearances may be done individually but must be preceded by notifying the TCCA in writing. In the event such employment relations 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.

B. Expenses

Expenses incurred by the special committee shall be shared equally by the parties to this agreement.

V ACADEMIC FREEDOM

The Board recognizes and respects the right of citizens to make suggestions for the improvement of the college, but maintains that no group within or without the campus can deny academic freedom to educators. The Board recognizes that the education 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 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 teacher's position, it shall provide, without charge to the faculty member, the necessary and sufficient leave of absence, legal assistance, and other support for the protection of academic freedom. In the event the Board does not concur it will be the responsibility of the Association to consider whatever action the case merits.

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 ACCEPTANCE

This agreement is signed and adopted thisATTEST:	day of, 196
Board Secretary	Association Secretary