

# **A G R E E M E N T**

**BY AND BETWEEN**

**THE BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NUMBER VII**

**AND THE**

**SHORELINE COMMUNITY COLLEGE**

**FEDERATION OF TEACHERS**

**LOCAL No. 1950**

**AFT WASHINGTON/AFT/AFL-CIO**

**EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2022**

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## SIGNIFICANT DATES AND TIME LIMITS

NOTICE OF RETIREMENT	
Last day of week 3 fall quarter	Academic employee notification to the College of intent to retire at the end of the college year (ARTICLE VII: TERMS AND CONDITIONS OF EMPLOYMENT, SECTION F. Specific Benefits, on page 15).
APPOINTMENT REVIEW COMMITTEE ESTABLISHED	
Between October 31 and November 15	Appointment Review Committee named for first-year candidate and Full-Time Annual Contract faculty contracted for fourth, fifth, and sixth consecutive quarters (individuals hired other than fall quarter, within six weeks of appointment) (ARTICLE VIII: TENURE, SECTION D. Appointment Review Committees: Purpose of the Committee and Selection of Membership on page 18).
APPOINTMENT REVIEW COMMITTEE REPORTS	
End of First Probationary Quarter	Written progress report on all first-year candidates by Appointment Review Committee (ARTICLE VIII: TENURE, SECTION F. Evaluation of the Candidate, 4., on page 20).
Comprehensive Evaluation Reports	All evaluative information collected during the College year, summary of progress, and recommendation for continued Probationary status or Tenure prepared by Appointment Review Committee (ARTICLE VIII: TENURE, SECTION G. Communication of Evaluation Results, 3.b., on page 21).
For Probationer Hired:	
Fall quarter	
Last day of Week 8 winter quarter	Evaluation of 1st and 2nd quarters
Last day of Week 6 winter quarter	Evaluation of 3rd, 4th and 5th quarters
Last day of Week 6 winter quarter	Evaluation of 6th, 7th and 8th quarters
Winter quarter	
Last day of Week 7 spring quarter	Evaluation of 1st and 2nd quarters
Last day of Week 7 spring quarter	Evaluation of 3rd, 4th and 5th quarters
Last day of Week 7 spring quarter	Evaluation of 6th, 7th and 8th quarters
Spring quarter	
Last day of Week 8 fall quarter	Evaluation of 1st and 2nd quarters
Last day of Week 8 fall quarter	Evaluation of 3rd, 4th and 5th quarters
Last day of Week 8 fall quarter	Evaluation of 6th, 7th and 8th quarters
No later than last day of Eighth Probationary quarter	Notice of Board decisions regarding award or non-award of tenure (ARTICLE VIII: TENURE, SECTION I. Board Decisions Regarding Tenure, 2., on page 23).

**SABBATICAL TIME LINES**

Last day of week 6 fall quarter	Call for election of Sabbatical Selection Committee (ARTICLE XIV: LEAVES, SECTION A. Sabbatical Leaves, 3., on page 38).
Last day of week 8 fall quarter	Election of Sabbatical Selection Committee (ARTICLE XIV: LEAVES, SECTION A. Sabbatical Leaves, 3., on page 38).
End of First Week of winter quarter	Sabbatical leave applications due to Sabbatical Selection Committee (ARTICLE XIV: LEAVES, SECTION A. Sabbatical Leaves, 4.a., on page 38).
Last day of week 4 winter quarter	Sabbatical Selection Committee makes recommendation to College President and VP (ARTICLE XIV: LEAVES, SECTION A. Sabbatical Leaves, 4.d., on page 38).

**OTHER TIME LINES**

<ul style="list-style-type: none"><li>• Reduction in Force (RIF) list shall be published and distributed to Academic Employees on or before the last day of week 6 fall quarter of each year (ARTICLE X: REDUCTION IN FORCE, SECTION B. RIF Units, 4., on page 27).</li></ul>
<ul style="list-style-type: none"><li>• Dismissal Review Committee shall be established no later than the last day of week 6 fall quarter of any academic year (ARTICLE XI: FORMAL PROCEDURES RELATING TO THE DISMISSAL OF AN ACADEMIC EMPLOYEE, SECTION A. Composition and Selection of the Dismissal Review Committee, on page 29).</li></ul>
<ul style="list-style-type: none"><li>• Return from leave of absence without pay – must notify Employer of intent to return five (5) weeks prior to the end of the leave (ARTICLE XIV: LEAVES, SECTION D. Professional and Other Leaves of Absence, 2., on page 40).</li></ul>
<ul style="list-style-type: none"><li>• Grievance must be filed within fifteen (15) days after cognizance (ARTICLE XVI: GRIEVANCE PROCEDURE, SECTION B. Procedures, on page 42).</li></ul>
<ul style="list-style-type: none"><li>• Professional Development Report for preceding twelve (12) months' activities submitted by academic employees by last day of spring quarter (APPENDIX A, ARTICLE I: ACADEMIC EMPLOYEE COMPENSATION, SECTION E. Professional Development Report, on page A-9).</li></ul>
<ul style="list-style-type: none"><li>• Extended assignments shall be specified at least one (1) week prior to the first extended day to be worked (APPENDIX A, ARTICLE VI: EXTENDED CONTRACT DAYS, on page A-11).</li></ul>

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# **AGREEMENT**

**BY AND BETWEEN**

## **THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NUMBER VII AND THE SHORELINE COMMUNITY COLLEGE FEDERATION OF TEACHERS LOCAL NUMBER 1950 AFT WASHINGTON/AFT/AFL-CIO**

This Agreement is by and between the Board of Trustees of Community College District Number VII, hereinafter called the "Employer," and the Shoreline Community College Federation of Teachers, Local Number 1950, hereinafter called the "Federation." The term "Employer," used hereinafter, shall mean the Board of Trustees or its lawfully delegated representative(s).

### **ARTICLE I: RECOGNITION**

The Employer hereby recognizes the Federation as the exclusive negotiating representative for all Community College District Number VII academic employees as defined in RCW 28B.52. Excluded from such recognition are all non-academic employees.

### **ARTICLE II: DUES DEDUCTION AND UNION MEMBERSHIP**

#### SECTION A. Academic Employee Union Membership

The Employer shall, upon written authorization of each academic employee involved, provide payroll deduction of Federation membership dues. Such deduction shall be in accordance with applicable payroll procedures and beginning with the payroll period following the request. Such deduction shall be remitted to the authorized Federation representative.

#### SECTION B. Enforcement and Cessation of Dues

Any academic employee who is paying dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the academic employee's authorization; the Federation will notify the College of any changes in the status of an employee's checkoff authorization. The College will honor the academic employee's checkoff authorization unless it is revoked in writing during the window period, regardless of whether the academic employee is a member of the Federation.

#### SECTION C. Hold Harmless

The Federation agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the academic employee and such authorization has not been rescinded in writing to the Employer.

### **ARTICLE III: RECOGNITION OF RIGHTS AND FUNCTIONS OF THE FEDERATION AND ACADEMIC EMPLOYEES**

#### SECTION A. Rights of Academic Employees in the Federation

The Employer hereby agrees that every academic employee shall have the right to freely organize, join, and support the Federation for the purpose of engaging in collective bargaining or negotiation and other

concerted activities for mutual aid and protection. The Employer agrees that it will not discriminate against any academic employee with respect to hours, wages, or any terms or conditions of employment by reason of the academic employee's membership in the Federation, the academic employee's participation in any protected activities of the Federation or collective negotiations with the Employer, or any grievances, complaint, or proceeding under this Agreement. Nothing in this section shall be construed to diminish the opportunity of the Employer to utilize any legal remedies available.

#### SECTION B. Meeting Rooms

The Federation and its representatives shall have the right to reasonable use of the institution's facilities for meetings. Charges, if any, shall be made for the Federation's use of facilities in accordance with the applicable Employer-approved rules and regulations in effect at that time.

#### SECTION C. Federation Business

Duly authorized representatives of the Federation shall be permitted to transact official Federation business on institutional property at all reasonable times provided there is no disruption to the normal operations of the College.

#### SECTION D. Use of Equipment

The Federation shall have the right to use equipment when such equipment is not otherwise in use for normal operational purposes. Such use shall require the authorization of the appropriate administrator and shall result in no additional cost to the Employer.

#### SECTION E. Office Space

The Employer agrees to provide the Federation on a yearly basis Room 5309 in the Faculty Offices – Student Services (FOSS) Building for maintaining its files and conducting its business. Appropriate furniture, telephone, file cabinets, and security protection shall be provided by the Employer. The College and Federation reserve the right to select another room in the event that it becomes necessary to reassign the room. This shall be done by mutual consent of both parties.

#### SECTION F. Information

Upon request, the Employer shall make available to the Federation information needed to assist the Federation in performing its representative responsibilities. Such information shall be in the same form as is available to the general public or for internal College use.

#### SECTION G. Official Federation Representative to the Employer

An officially designated Federation representative or agent shall have the right to appear at all open meetings of the Employer and enter appropriate matters on the agenda in accordance with established bylaws. The Employer Secretary shall transmit to the Federation President a copy of the official agenda, background information, and minutes relating to all such meetings at the same time this material is transmitted to the Employer. Nothing in this section shall preclude the Employer from holding executive sessions in a manner consistent with the Open Meetings Law.

#### SECTION H. Posting of Federation Notices

The Federation shall have the right to post notices of its activities and matters of Federation concern on bulletin boards, at least one (1) of which shall be provided in each division or other agreed-upon subunit. The Federation shall have the right to use the internal institutional mail service and academic employee mailboxes for communications to academic employees, including mass distribution.

### SECTION I. List of Academic Employees

The Employer shall furnish the Federation President with the Full-Time faculty Master Control List as soon as possible after its publication each fall quarter. In addition, the College shall provide the Federation Treasurer and First Vice-President a copy of the Quarterly 10th Day List of Part-Time Academic Employees denoting the percent of teaching or other academic assignment load, salary, and respective administrative unit to which each Part-Time academic employee is assigned, as well as any moonlight loads for Full-Time faculty. The Federation Treasurer and First Vice-President shall also be notified quarterly of any changes in Full-Time status for academic employees.

### SECTION J. Copies of Agreement

The Employer agrees to provide the Federation with copies of this Agreement for all members of the unit. Distribution of such copies shall be the responsibility of the Federation.

### SECTION K. Labor Management Committee

1. There is hereby established a Joint Union/Management Committee consisting of up five (5) representatives of the Union and up to five (5) representatives of the College, including the Federation President or designee and the College President or designee.
2. Representatives of the Federation and the Employer will meet on a mutually agreed upon date, place, and time once every month or on an as-needed basis for the purpose of:
  - a. Reviewing the administration of this Agreement;
  - b. Attempting to resolve problems that may arise;
  - c. Initiating discussions on areas of concern to bargaining unit employees; and/or,
  - d. Recommending academic calendar proposals.
3. These meetings are not intended to bypass the grievance procedure and shall not be used to renegotiate the provisions of the Agreement.
4. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. Neither party shall have control over the selection of the representation of the other party.
5. The disposition of matters covered by this Joint Union/Management Committee meeting shall not contradict the terms and conditions of this Agreement. Any addendum or memorandum of understanding that comes about through meetings shall be signed and dated by both parties. Agreements reached on other matters shall be supported by both parties.

### SECTION L. Release Time for Federation President and/or Members

1. In recognition of the responsibility of the Federation President regarding governance matters, the incumbent in this office will be granted a one-third (1/3) reduction in teaching load during fall, winter, spring, and summer quarters. The College shall provide an additional one-third (1/3) of one (1) quarter release time each year, totaling five (5) quarters. This additional one-third (1/3) of one (1) quarter time is to be used at the Federation's discretion during each year of this Agreement.

The Federation may purchase release time of its members by reimbursing the College, provided that a qualified replacement can be found. The Federation shall reimburse the College for such release time at the applicable rate established (Appendix A, Article I, Section A, and Section C) plus the applicable fringe benefit factor established by the State Board for Community and Technical Colleges. In no instance shall such release time exceed one-third (1/3) of a full-time load in any quarter for any individual.

2. The College will provide one-third (1/3) reduction in teaching load to the Federation President during the summer quarter at the rate of pay normally paid to a Full-Time faculty member teaching during the summer quarter.

## **ARTICLE IV: NONDISCRIMINATION**

The parties agree that there shall be no discrimination against any academic employee because of race, sex, sexual orientation, age, religion, marital status, living arrangement, color, national origin, disability, or Federation membership or a lack thereof, except where sex or age is a bona fide occupational qualification.

## **ARTICLE V: RIGHT OF NOTICE OF PUBLIC INFORMATION REQUEST**

Whenever the Employer receives a public records request for records pertaining to any academic employee, the Employer shall give the affected employee at least ten (10) days written notice prior to providing such information.

Whenever the Employer receives a subpoena for records or documents pertaining to any academic employee, the Employer shall notify the affected employee via mail, telephone contact or any other reasonable means of communication within two (2) days of receipt of subpoena unless a subpoena is issued by or applied for by a federal, state or municipal law enforcement agency and states no such notice shall be given.

If the affected employee is not readily available, notice by mail will satisfy the Employer's obligation under this section.

## **ARTICLE VI: ACADEMIC FREEDOM**

### SECTION A. Purpose

The Employer recognizes the right and responsibility of the academic employee to insist that students be free to learn and academic employees be free to teach broad areas of knowledge, including those which may be considered controversial. Academic freedom implies not only the freedom of discussion in the classroom but also the absence of unusual restriction upon the academic employee's method of instruction, testing, and grading, provided that these are consistent with the academic employee's assignment.

### SECTION B. Implementation of Academic Freedom

Fully aware of their obligations under the laws of the land and under contracts and duly negotiated agreements with the Employer, academic employees are guaranteed the following freedoms:

1. As citizens of the United States, academic employees are free to exercise all rights of citizenship without institutional censorship, discipline, or other interference;
2. As professional educators, academic employees are free to select the content and methodologies for their courses within the constraints established by their discipline peers, specialized accrediting agencies and State or Federal licensing departments. Instructors shall be free to select textbooks,

resource persons, and other educational materials which do not place unreasonable financial burden on either the student or district;

3. Academic employees follow the Family Educational Rights and Privacy Act of 1974 (FERPA) guidelines relating to release of information regarding students.
4. The above enumeration shall not be construed to deny or to disparage other rights and freedoms retained by academic employees. Nor shall academic freedom be exercised in any manner which would interfere with the due process rights of academic employees delineated in this Agreement or any other employee or student of the College.

## **ARTICLE VII: TERMS AND CONDITIONS OF EMPLOYMENT**

### SECTION A. Definitions of Employment Categories

There are two (2) main categories of academic employees, based on major function assignments: (1) Instructional faculty whose major function is classroom teaching; and, (2) Non-instructional faculty whose major function is to provide essential support services for students and includes academic advisors, counselors, and librarians.

All academic employee appointments shall be consistent with the following Full-Time, Part-Time, and Pro-Rata categories:

1. A “Full-Time” academic employee shall be defined by the following faculty appointments: Tenured, Probationary, and Full-Time Annual Contract.
  - a. A “Tenured” appointment means an academic employee appointment for an indefinite period of time which can be revoked only for sufficient cause and with due process (See Article IX (Dismissal of Academic Employees) and Article X (Reduction in Force) of the Agreement).
  - b. A “Probationary” appointment means employment for a designated period of time during which the probationer is evaluated as a candidate to be awarded tenure. In the event an academic employee is employed Full-Time as a Full-Time Annual Contract academic employee and the next year with a Probationary appointment as an academic employee, the consecutive College quarters in which the individual was so employed Full-Time shall be credited towards tenure consideration.
  - c. A “Full-Time Annual Contract” appointment means employment for a definite period of time and for a full assignment. Such appointments are paid on the Full-Time Salary Schedule. A Full-Time Annual Contract appointment can be revoked only for cause and with due process during its term (See Article IX (Dismissal of Academic Employees) and Article X (Reduction in Force) of the Agreement). In the event that this appointment is renewed for a consecutive academic year, a tenure review committee may be established for that individual in accordance with the provisions of Article VIII (Tenure) Sections E-I of the Agreement with the exception of Full-Time Annual Contracts being funded out of soft money.
2. A “Pro-Rata” appointment provides annual contracts at the Full-Time rate of pay (pro-rated) to Part-Time faculty with a guaranteed load of at least fifty percent (50%) for three (3) consecutive quarters (normally fall, winter, and spring). Pro-Rata appointments shall be considered as included in the term “Full-Time” except where specifically differentiated from Full-Time Faculty.
3. A “Part-Time” academic employee shall be defined by the following faculty appointments: Associate, Priority Associate, and Substitute.

- a. An “Associate” appointment means assignment on a quarter-by-quarter basis, including quarter-by-quarter teaching assignments for academic employees otherwise employed Full-Time and coded moonlight in the State’s Management Information System (MIS).
- b. A “Priority Associate” appointment refers to an Associate faculty that has taught an average of fifty percent (50%) time or more for twelve (12) of the last fifteen (15) consecutive quarters (excluding summer quarter), and has been awarded Priority Associate status according to the provisions of Article XXII (Priority Associate Faculty).
- c. A “Substitute” appointment means employment for less than one (1) academic quarter as a replacement for an academic employee.

SECTION B. Contract Days/Academic Calendar

1. The College and the Federation will work together to develop the academic calendars. The President or designee will convene a committee to develop and propose calendars for three (3) consecutive academic years which adhere to the parameters set forth by the JU/MC. A majority of the members of this committee will be academic employees selected by the Federation President. The committee will discuss issues related to academic calendar development and prepare calendars for review by the JU/MC and the College President. The academic calendars will be presented by the College President to the Board of Trustees, who will take final action.
2. The length of contract for Full-Time academic employees shall be one hundred seventy-two (172) days and shall be in accordance with the College calendar as approved or modified by the Board of Trustees.
3. The one hundred seventy-two (172) days shall be performed between the dates which are two (2) weeks prior to the beginning day of fall quarter classes and the ending day of spring quarter.
4. By mutual agreement of the academic employee and the Unit Administrator, professional duties may be assigned for any three (3) of the four (4) quarters out of the fiscal year. Summer quarter shall be deemed the first quarter of the fiscal year. When summer quarter is part of the annual teaching assignment, all duties normally performed during the normal year, including the number of contracted days being substituted, shall be performed.
5. By mutual agreement of the academic employee, the Unit Administrator and the Federation, and notification of program faculty, changes to the above academic calendar may be made. Such changes must demonstrably meet specific program needs and be in alignment with the College’s Strategic Plan.

The College recognizes that faculty with a significant amount of their load assigned outside the standard academic calendar (two (2) weeks prior to the beginning day of fall quarter classes and the ending day of spring quarter) need accommodation and flexibility if possible in regard to participation in College governance, adherence to College deadlines, attendance at meetings and training, and other events and timelines based on the standard calendar. Faculty not assigned to work when all-campus events are held will not be required to attend.

6. During Opening Week, one (1) full day or its equivalent of required activities may be scheduled at the discretion of the College President and one-half (1/2) day at the discretion of the Unit Administrator. Faculty shall be notified in advance by the College President or designee as to which scheduled activities are required.



## SECTION C. General Workload Expectations

Full-Time academic employees shall put in a professional workweek to satisfy their obligations to students, peers, the organizational unit, and the College. The actual hours per day shall be determined by a combination of teaching schedules, office hours, individual student contacts (other than in class and office hours) and other academic responsibilities listed in Article VII (Terms and Conditions) Section C. (General Workload Expectations) 1.a.-f. below. Such obligations may be performed in person or online. Academic employees shall meet classes at the time and place published in the official class schedule. Variations from the published schedule may be arranged by the academic employee with the approval of the Unit Administrator. Part-Time faculty workload comprises classroom instruction and office hours (or equivalent major job functions of non-instructional faculty) but not other professional academic duties. It is agreed that Part-Time faculty workload is generally considered 80% of the Full-Time faculty workload. This workload ratio has been established by the summer quarter salary formula found in Appendix A (Compensation) Article IV (Summer Quarter). When needed, the formula for calculating FPC duties may be used to estimate the remaining 20% workload that comprises other academic responsibilities for Full-Time faculty (see Appendix A (Compensation), Article X (Faculty Program Coordinator) Section A. (Compensation) 3.).

1. Full-Time faculty, other academic responsibilities include:
  - a. Perform academic advising duties;
  - b. Attend departmental and divisional meetings;
  - c. Serve on committees;
  - d. Participate in College governance;
  - e. Complete designated mandatory trainings that support the College's efforts to comply with federal, state, and local mandates and accreditation recommendations; and,
  - f. Participate in other professional responsibilities as assigned by the College President or designee.
2. All academic employee employment shall be governed by the following considerations:
  - a. Professionalism, prudence, and legal considerations require that academic employees be responsible at all times for the supervision of classes when they are officially in session; and,
  - b. Academic employees shall not actively seek other professional engagements that conflict with Shoreline Community College responsibilities; and, academic employees, before accepting professional engagements that conflict with Shoreline Community College responsibilities, shall obtain written approval from the appropriate Unit Administrator.
3. It is agreed that each division or administrative unit through its planning committee shall be consulted with regard to the determination of individual assignments of its Full-Time academic employees. Unit Administrators shall meet, as appropriate, with the planning committees before developing patterns of assignments, assignments of loads, and the formulation of class time schedules. Such deliberations shall be made within the fiscal and educational parameters established by the VP and shall require the academic employee's final authorization before being adopted. In situations where an academic employee does not have class assignments to constitute a full load, the Unit Administrator, in consultation with the academic employee (and Federation representative upon the academic employee's request) shall specify academic employee duties and responsibilities that will constitute their reassigned time from teaching.

4. If a faculty member believes a workload assignment is unreasonable and/or burdensome, the academic employee may ask for a review/assessment to be done by the Unit Administrator. If the review/assessment is unresolved at this level, the faculty member may request reconsideration by the VP, who shall consult with the Federation President or designee before issuing the academic employee's final disposition.
5. If a Unit Administrator believes that a faculty member is not fulfilling their professional obligations in terms of workload expectations, the Unit Administrator shall propose an appropriate remedy, which may include corrective action in accordance with the provisions of Article XIII (Fact-Finding, Progressive Corrective Action).
6. Calculation of loads and earnings shall be done consistently for all academic employees. Loads will be calculated to the fourth decimal place and monetary amounts will be rounded to the nearest penny.
7. Compensation shall be at the rate determined by the salary schedule (Appendix A (Compensation), Articles I (Academic Employee Compensation)), and by the percent of a full load assigned, except for summer school which is compensated according to Appendix A (Compensation), Article IV (Summer Quarter).
8. Pay dates shall be in accordance with such applicable regulations of the Governor's budget agency as now exist or hereafter are amended in accordance with Article III (Recognition of Rights), Section K of the Agreement. Such agreement shall be reduced to writing in a memorandum of understanding between the parties.
9. All academic employees are required to complete designated mandatory trainings that support the College's efforts to comply with federal, state, and local mandates and accreditation recommendations.

#### SECTION D. Specific Workload Conditions/Expectations

##### 1. Full-Time Instructional Employees.

A designated contractual workday for Full-Time instructional academic employees shall be defined as the individual workload assignments made in accordance with the criteria set forth in Article VII (Terms and Conditions) Section C. (General Workload Expectations) above. In addition, instructional academic employees are expected to attend scheduled activities, perform departmental duties assigned by the Unit Administrator, conduct academic advisory functions, and observe regular office hours. A faculty member unable to attend a divisional or departmental meeting will give notice to the appropriate Unit Administrator and as feasible may work with the Unit Administrator to arrange for virtual attendance. (This does not apply to undesignated Full-Time faculty days.)

Full-Time instructional academic employees shall be required to meet the following workload standards:

##### a. Office Hours.

- (1) Full-Time instructional academic employees shall maintain a posted five-hour minimum office schedule each week. The specific office hours and office hours location shall be determined by the academic employee's teaching schedule and shall receive the concurrence of the appropriate Unit Administrator.
- (2) Full-Time academic employees whose teaching load is twenty (20) or more contact hours per week may, with the approval of the Unit Administrator, arrange an alternate schedule of office hours.

b. Advising.

Full-Time instructional academic employees are expected to perform academic advising duties and responsibilities. These duties and responsibilities may be performed in a variety of modalities: face-to-face, online, at an advising and orientation session, or as part of a department or program information session. Each division will provide training and updates of advising information on a quarterly basis.

Advisees will be assigned to each Full-Time appointment. The advisee lists will be reviewed each year during summer quarter.

c. Teaching Load – Contact Hours.

(1) The normal annual Full-Time teaching load shall be three (3) times the normal quarterly load for a discipline or subject area. The actual annual Full-Time load may be up to three (3) contact hours more or less than the normal annual Full-Time teaching load. For example, a teacher having a normal quarterly contact hour load of sixteen (16) contact hours per quarter might have an annual Full-Time load ranging from forty-five (45) to fifty-one (51) contact hours.

(2) The normal Full-Time load per week per quarter shall be fifteen (15) contact hours with the exception of the following subject areas:

	<u>Contact Hours per Week</u>
Art, Drama, Visual Communications Tech, Music Ensembles	17
Physical Education	18
Productions (musical, opera, drama)	20
Automotive	24
Individualized Instruction Labs (BIOL 090, CHEM 090, MATH 090, MATH 100, PHYSICS 090, ENGL 089, ENGL 099)	30
Parent Education (except for PARED 114/115/116, PARED 184/185/186 and PARED 291/292/293)	25
Precepted/Non-precepted Clinical Practice	Variable, as required by
> Medical Lab Technology	accrediting body or appropriate
> Health Informatics and Information Management	administrator
> Phlebotomy	
> Dental Hygiene	
> Nursing	

(3) The assigned hours in any quarter shall not exceed the normal Full-Time weekly load by more than three (3) contact hours, consistent with 1.c.(1) above; provided assignments up to six (6) weekly contact hours in excess of the normal Full-Time weekly load may be made with a corresponding reduction in another quarter. Nothing herein shall modify the past practice regarding calculations of annual Full-Time teaching load or payment for moonlight assignments, or divisional practices regarding the assignment of Full-Time academic employees to moonlight courses for which they are qualified.

(4) Course capacity will be determined by the VP, based on the Master Course Outline with advisory recommendations from the program faculty and the Curriculum Committee. The VP will consult

with any impacted discipline faculty to clarify questions regarding the recommended course capacity.

- (5) The load for an eLearning course shall be determined as specified in Article XXI (eLearning) Section F.1.
- (6) Not more than seven (7) hours per day shall elapse between the beginning of the first class and the end of the last class taught by any academic employee unless an extension of this time span is necessary to provide the academic employee with a full assignment or unless the academic employee is being compensated for more than a one hundred percent (100%) assignment.
- (7) Reductions in teaching loads of the above-required contact hour loads shall be authorized by the VP upon written application and justification by the appropriate Unit Administrator.
- (8) Teaching workloads which exceed the standards outlined above may be voluntarily undertaken by academic employees. However, the assumption of excess workloads shall not require the Employer to pay the academic employee an extra salary amount unless there shall have been a written agreement approved in advance to pay such an amount to the employee in accordance with the salary provisions set forth in Appendix A (Compensation).

d. Other Workload Standards.

In addition to instructional contact hours, office hours, and academic advising duties, faculty shall engage in work that serves students, the College, and their disciplines. In general, this work may include service on committees, participation in College governance, participation in divisional and program duties and events, and/or other activities in accordance with this Article unless alternative arrangements have been made with the Unit Administrator. Committee assignments and appointments will continue until new members are installed.

e. Moonlight Assignment.

- (1) Full-Time faculty have the right to moonlight assignments.
- (2) The College will fulfill moonlight assignments using the following process. First, the College will assign workloads to fulfill the contractual obligations of Full-Time faculty. Then, the College will fulfill any Full-Time faculty requests for one moonlight assignment per requesting faculty. Then, the College will assign workloads to Priority Associate faculty and also to Associate faculty who diversify the Associate faculty pool. Then, the College will assign workloads to Associate faculty and to Full-Time faculty who request additional moonlight assignments.
- (3) Faculty teaching in excess of 100% of their regular assignment are responsible for adhering to all general workload requirements and ensuring that student needs are met as they are when teaching a regular load.

2. Full-Time Non-Instructional Academic Employees.

Full-Time non-instructional academic employees shall be required to meet the following workload standards:

a. Contractual Workdays.

Non-instructional academic employees shall meet and perform all duties and responsibilities during each of the one hundred seventy-two (172) contractual workdays.

b. Load/Hours.

Not more than seven (7) hours per day shall elapse between the beginning of the first work assignment and the end of the last work assignment (breaks excluded) by any academic employee unless an extension of this time span is necessary to provide the academic employee with a full assignment or unless the academic employee is being compensated for more than a one hundred percent (100%) assignment.

c. Schedule for Designated Workdays.

Faculty in consultation with their administrator will create a schedule for designated contractual workdays on a quarterly or yearly basis. During such workdays, employees shall be available in their assigned areas and perform all duties and responsibilities required by their position or assignment unless prior timely written request to be absent receives written approval by the Unit Administrator. Major function assignments shall be determined by the appropriate Unit Administrator (this does not apply to undesignated Full-Time faculty days).

d. Other Workload Standards.

In addition to major function assignments, faculty may teach courses, hold office hours and engage in work that serves students, the College, and their disciplines. In general, this work may include service on committees, participation in College governance, participation in divisional and program duties and events, and/or other activities in accordance with this Article unless alternative arrangements have been made with the Unit Administrator.

3. Part-Time Appointments.

a. Letter of Intent.

A Part-Time academic employee shall be sent a letter of intent by the academic employee's Unit Administrator prior to the beginning of each quarter, specifying the academic employee's responsibilities and benefits and stipulating that any course assigned may be canceled if the number of registrants is judged by the College President or the College President's designee to be insufficient, if such assignment is required to maintain a Full-Time academic employee's full-time load or to meet load requirements of a Part-Time faculty member holding a Priority Associate, Full-Time Annual Contract, or Pro-Rata contract.

b. Office Hours.

The rate for a Part-Time academic employee whose responsibilities are primarily classroom instruction and regular office hours is computed by multiplying the appropriate quarterly salary from Appendix A (Compensation), Article I (Academic Employee Compensation), Section A (Academic Employee Salary Table) 2. (Part-Time Salary Schedule), times the percent of quarterly load assigned. Regular office hours shall mean five (5) hours times the percent of quarterly load assigned up to a maximum of five (5) office hours per week.

c. Assignment Cancellation.

In the event the assignment of a Part-Time academic employee is canceled or reassigned pursuant to Section 3.a. above forty-eight (48) hours prior to the first meeting of the class, the academic employee shall be compensated \$100, in addition to compensation for any class time actually performed. This provision shall not apply to Part-Time assignments performed by partially-contracted or Full-Time academic employees.

d. Pay for Extracurricular Activities.

The salary for a Part-Time academic employee who is requested by the Employer to participate in extracurricular activities and, in general, is requested to be involved in campus activities shall be General Hourly Rate of Pay (\$50.00 per hour).

e. Loads Assigned.

Part-Time faculty may be assigned any load up to or exceeding 100% for any number of quarters understanding that Part-Time faculty assignments are non-tenurable positions.

f. Priority Associate Status.

Part-Time academic employees who reach the ninth quarter of potential eligibility based on the criteria set forth in Article XXII (Priority Associate Faculty) will be notified by Human Resources. Priority Associate status, with its rights and responsibilities, duties and privileges, is granted according to the process outlined in Article XXII (Priority Associate Status) and is not available to Tenured, Probationary, or retired academic employees.

g. Pro-Rata Contracts.

Part-Time academic employees whose major professional commitment is to Shoreline Community College and who can be assured of a guaranteed load of at least fifty percent (50%) credit hours per quarter for the regular three-quarter academic year may be offered a one (1) year, three (3) academic-quarter, partial academic employee assignment for any such year on the application of the Unit Administrator, subject to final approval by the College President or designee. The salary for such an assignment shall be calculated at the percentage of the regular annually contracted Full-Time salary rate.

The College shall provide a minimum of three (3) such pro-rata contracts each year. It is the intent of the College to consider the number of Part-Time FTEF in each discipline area in awarding these contracts.

h. Annual Contracts.

Based on program needs, the College may award a Part-Time academic employee an annual contract providing a course load of at least fifty percent (50%) for three (3) consecutive quarters (fall, winter, and spring) at the current Part-Time faculty rate of pay.

i. Parent Education Cooperative Faculty Calendars.

Part-Time academic employees who teach in the Parent Education Cooperatives shall have calendars consistent with the school district where the cooperative is located, provided that the Part-Time academic employee will not work more days than will be required of an on-campus Part-Time academic employee in a normal quarter.

j. Dismissal of a Priority Associate/Part-Time Faculty Member.

A Priority Associate/Part-Time faculty member shall not be dismissed after receipt of the letter of intent from their appointment except for class cancellation, reassignment to maintain contractually obligated teaching load for other academic employees, or for sufficient cause. Sufficient cause shall include those items listed in Article IX (Dismissal) Section C.1.-11. of the Agreement. See Article XXII (Priority Associate Faculty) for other stipulations that may apply.

Corrective action according to the provisions of Article XIII (Fact-Finding, Progressive Corrective Action), shall be utilized prior to dismissal as appropriate to the specific facts of the case involved.

k. Professional Development Report.

Part-Time faculty in professional technical programs that require professional development for state, certification, or accreditation requirements must submit a professional development report by the end of spring quarter. This does not impact salary advancement for Part-Time faculty.

SECTION E. General Benefits

1. Parking shall be provided for all academic employees during the term of their assignments.
2. All academic employees shall contribute through payroll deduction to OASI (Social Security).
3. Reimbursement for travel, approved in advance by the appropriate Unit Administrator or required by the work assignment, shall be provided by the Employer. If College transportation is not available, the academic employee shall be reimbursed at the standard travel rate for the use of the academic employee's personal vehicle or public transportation used.
4. The Employer shall contribute the maximum amount authorized and funded for allowable retirement plans for which the applicable eligibility standards are met.
5. The Employer shall contribute up to the maximum amount authorized and funded by law and the Public Employees Benefits Board of the Washington State Health Care Authority for allowable group insurance plans for each eligible academic employee. Academic employees shall have the opportunity to self-pay such contributions during leaves without pay if permitted under applicable regulations of the Health Care Authority. All premiums in excess of the amount funded by the State Legislature shall be borne by the academic employee.
6. All academic employees shall be granted personal leave as outlined in Article XIV (Leaves) Section B, and Section F.1.b. of this article.
7. Sick leave buy-out provisions for all academic employees shall be in accordance with College policy.
8. Workspace and Equipment.
  - a. All academic employees should be provided the basic configuration, as follows: telephone, voice mail, computer, e-mail, internet access, and printer access. Health and safety needs such as work stations designed to minimize workplace injuries and in accordance with OSHA/WISHA standards, should be considered part of the basic configuration.
  - b. All academic employees shall be provided support in the use of the above technology.
  - c. The College shall supply and maintain safe classrooms and other workspaces to academic employees in a fiscally responsible manner, for the performance of academic employees' assigned work. Workspaces will be secure and lockable.
  - d. The College will provide Part-Time faculty with secure lockable storage, such as a filing cabinet or locker. This secure storage will be as close to the Part-Time faculty workspace as is practical.
  - e. The College agrees to coordinate the optimization of Part-Time faculty workspace assignments, including meeting spaces.

- f. Full-Time faculty who are on extended leave or who do not require daily access to a campus office will be encouraged to share office space with Part-Time faculty.

#### 9. Copyrights, Patents and eLearning.

- a. The ownership of any materials, processes or inventions developed solely by an academic employee's individual effort and expense shall vest in the academic employee and be copyrighted or patented, if at all, in the academic employee's name.
- b. The ownership of materials, processes or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.
- c. In those instances where materials, processes or inventions are produced by an academic employee with College support by way of use of significant personnel, time, facilities, or other College resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall be apportioned between the parties utilizing the binding arbitration procedures.
- d. Prior to a formal agreement the Administration and faculty member should consider some or all of the following areas related to an intellectual property agreement:
  - (1) Definition of use of College funds, e.g., staff resources, facilities/infrastructure, release time, work for hire, equipment, stipends/sabbaticals, grants/contracts, marketing;
  - (2) Types of materials to be produced, e.g., DVD, CD, etc.;
  - (3) Use/reuse of materials by each party;
  - (4) Ownership of revisions or revision authority;
  - (5) Compensation model, e.g., royalty distribution (usually by %);
  - (6) Release clause from contract;
  - (7) Signature authority;
  - (8) Length of contract; and,
  - (9) Copyright ownership.

Form examples may be viewed on the College Intranet.

#### SECTION F. Specific Benefits

##### 1. Full-Time Appointments.

- a. Only Tenured academic employees shall be eligible to apply for sabbatical leave.
- b. All eligible academic employees shall be granted twelve (12) days of personal leave on the first day the academic employee's assignment begins. After three (3) quarters of employment such leave shall accumulate at a rate of four (4) days per quarter for Full-Time employees to be credited on the first day of each quarter (pro-rata for partially contracted academic employees). No combination of



circumstances shall result in an employee earning more than twelve (12) compensable days per year. Additional leave shall be credited to a non- compensable account.

- c. Retirement of academic employees normally shall occur at the completion of the College year. For the purpose of this section only, the College year shall begin on September 1 and end on the thirty-first day of the following August. By the last day of week 3 fall quarter of each College year, the employee should make every effort to notify the College of intent to retire at the end of the College year.
- d. Tenure Purchase: The tenure purchase option provides for the purchase of valuable tenure rights of employees in exchange for the employee's separation from service.

Where an employee's application for this option is approved by the Board of Trustees, the employee shall waive any and all tenure rights and shall receive payment in exchange for such waiver of tenure rights. The amount and method of such payment shall be as mutually agreed upon by the College and the employee. Payment under this option shall not be reported as income unless required by law and shall be excluded in any calculation regarding schedule of payment(s). Upon the death of an employee participating in this option, the employee's estate shall be entitled to receive death benefits based upon the same schedule as the deceased employee. Other lawful options not covered above may be implemented at any time upon written mutual agreement between the academic employee and the Board of Trustees.

- e. Academic employees may participate in Employer-approved tax-deferred annuity plans currently available to academic employees.
- f. Annually contracted academic employees may currently elect to receive their pay by electronic fund transfer to an approved financial institution. This benefit will continue as long as the state community college payroll system makes it available as an option.

## 2. New Full-Time (Probationary and Full-Time Annual Contract) academic employees.

Each new Probationary and Full-Time Annual Contract academic employee shall be provided with office space with the following basic configuration of technological support no later than the first day of the first assignment: telephone, voice mail, computer, e-mail, internet access, and printer access. Health and safety needs such as work stations designed to minimize workplace injuries and in accordance with OSHA/WISHA standards, should be considered part of the basic configuration.

## 3. Priority Associate/Part-Time academic employee benefits.

- a. Commencing with the first hour the academic employee's assignment begins, each Part-Time academic employee shall accumulate compensable personal leave on the following basis: A Part-Time faculty member teaching a one hundred percent (100%) FTEF load shall accumulate four (4) days of personal leave per quarter to be credited on the first day of each quarter. A Part-Time faculty member teaching less than one hundred percent (100%) FTEF load shall accumulate a pro-rata proportion of four (4) days of personal leave based on the percent of FTEF. No combination shall result in a Part-Time faculty earning more than twelve (12) compensable days per year. Additional leave shall be credited to a non- compensable account.

Compensable leave accumulated by a Part-Time academic employee who leaves employment at the College and is not employed by any state agency mentioned in RCW 28B.10.016 and RCW 28B.50.551(5), shall be retained when the academic employee is re-employed by the College if the period of unemployment is not more than eighteen (18) months.

Earned cumulative non-compensable leave accrued prior to summer quarter 2000 and leave earned in excess of the twelve (12) compensable days per year shall be preserved for up to six (6) quarters, excluding summer quarters, if employment is interrupted for any reason.

- b. Priority Associate/Part-Time academic employee eligibility for insurance benefits shall be in accordance with applicable Public Employees Benefits Board of the Washington State Health Care Authority rules and regulations, which will be periodically disseminated to Priority Associate/Part-Time academic employees.
- c. Part-Time faculty with annual contracts or assignments confirmed by signed letter of intent at least ten (10) working days prior to the first day of the following quarter shall receive pay checks on the same pay dates as Full-Time faculty, excluding September 25. All reasonable effort will be made to issue letters of intent early enough for this requirement to be met.

All other Part-Time faculty shall receive six (6) paychecks per quarter, except in quarters where six (6) paychecks result in the last payment to Part-Time faculty being made more than fourteen (14) days following the end of the quarter, a mutually agreeable five (5) equal payment schedule shall be permitted.

Priority Associate faculty shall be eligible for payment on the same pay dates as Full-Time faculty during any quarter worked. In the event that payment is not possible on the first pay period, the second pay period will include compensation attributable to the first period.

#### SECTION G. Definition of Faculty Work for Advising and Counseling

The Employer and the Federation take notice of the definition of “faculty appointment” provided in RCW 28B.50.851. In furtherance of more specifically defining faculty work in relation to non-faculty work and, within the definition of faculty work, the distinction between advising and counseling faculty and non-advising and counseling faculty work, the Employer and the Federation adopt and incorporate into this Agreement the advising matrix included in Appendix D.

### **ARTICLE VIII: TENURE**

The Federation agrees that the ultimate authority to grant or deny tenure is vested with the Employer subject to the terms of this Article. It is further agreed that any and all decisions relating to the awarding or withholding of tenure or the non-renewal or renewal of tenure candidates shall not be subject to the grievance procedure of this Agreement.

#### SECTION A. Purpose

The Board of Trustees of Community College District Number VII hereby establishes (in accordance with RCW 28B.50.850 through RCW 28B.50.869 as it now exists or hereinafter may be amended) the following rules on academic employees’ tenure, the purpose of which is twofold:

1. To protect academic employees’ employment rights and academic employee involvement in the establishment and protection of these rights at Shoreline Community College and any other community college hereafter established within Community College District Number VII; and,
2. To define a reasonable and orderly process for the appointment of academic employees to tenure status, or for the non-renewal of tenure candidates.

## SECTION B. Definitions

The following are terms and definitions as used in Articles VIII (Tenure) through XI (Formal Procedures Relating to the Dismissal of an Academic Employee).

1. “Appointing Authority” shall mean the Board of Trustees of Community College District Number VII.
2. “Tenure” shall mean an academic employee appointment for an indefinite period of time which can be revoked only for sufficient cause and with due process. RCW 28B.50.851(7).
3. “Faculty Appointment” shall mean Full-Time employment as a teacher, counselor, librarian, or other position for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administration appointments. “Academic employee appointment” shall also mean department heads, Unit Administrators and other administrators to the extent that such department heads, Unit Administrators or other administrators have had or do have status as a teacher, counselor, or librarian. RCW 28B.50.851(3a). The term “academic employee” as used within Articles VIII-XI of the Agreement will imply that such academic employee has a “faculty appointment” per this definition.
4. “Probationary” appointment shall mean an academic employee appointment for a designated period of time, which may be terminated without cause upon expiration of the candidate’s term of employment. RCW 28B.50.851(4).
5. “Candidate” shall mean any individual holding a Probationary academic employee appointment. RCW 28B.50.851(5) uses the word “probationer,” and, for all purposes, “candidate” will replace “probationer” in this section.
6. “Administrative Appointment” shall mean employment in a specific administrative position as determined by the appointing authority. RCW 28B.50.851(1).
7. “President” shall mean the President of Community College District Number VII, or in the President’s absence, the Administrator in Charge.
8. “College” shall mean Shoreline Community College and any other community college hereafter established in Community College District Number VII.
9. “Academic Employee Peer” shall mean an individual holding a Tenured appointment.
10. “Appointment Review Committee” shall mean a committee composed of the candidate’s Tenured peers, a student representative, and a member of the administrative staff of the College, provided that a majority of the committee shall consist of the candidate’s academic employee peers. RCW 28B.50.869.
11. “Non-Renewal” shall mean the decision of the Board of Trustees not to renew the appointment of a Probationary academic employee for the succeeding three (3)-quarter appointments, excluding summer quarter and approved leaves of absence.

## SECTION C. Eligibility for Tenure

As stipulated by law RCW 28B.50.850 through RCW 28B.50.869, tenure shall be granted only to Probationer academic employee appointments. Associate and Priority Associate positions are not eligible to be applied to the tenure track process, and they will not be assigned an Appointment Review Committee. The Board of Trustees, acting as the appointing authority, shall provide for the award of academic employee tenure upon one (1) of the following conditions:

1. A probationary period not to exceed successful completion of nine (9) consecutive regular college quarters, excluding summer quarters and approved leaves of absence;
2. Upon formal recommendation of the review committee and with the written consent of the candidate, the appointing authority may extend the probationary period for one (1), two (2), or three (3) quarters, excluding summer quarter, beyond the maximum probationary period established herein. No such extension shall be made, however, unless the review committee's recommendation is based on its belief that the candidate needs additional time to complete satisfactorily an improvement plan (See below and Appendix C Definitions: Improvement Plan) already in progress and in the committee's further belief that the candidate will complete the plan satisfactorily. At the conclusion of any such extension, the appointing authority may award tenure unless the candidate has, in the judgment of the committee, failed to complete the improvement plan satisfactorily; or,
3. Any academic employee employed Full-Time in a Full-Time Annual Contract appointment, excluding contracts funded by soft money, and subsequently Full-Time in a Probationary appointment, both of whose terms total nine (9) consecutive regular college quarters, excluding summer quarters and approved leaves of absence; provided that tenure may be awarded at any time as may be determined by the appointing authority after it has given reasonable consideration to the recommendations of the Appointment Review Committee.

#### SECTION D. Appointment Review Committees: Purpose of the Committee and Selection of Membership

1. A separate five-member Appointment Review Committee shall be established between October 31 and November 15 for:
  - a. Each candidate in the first year of appointment;
  - b. Full-Time Annual Contract faculty (See Article VII (Terms and Conditions) Section A.3.) employed full time for three (3) consecutive regular college quarters, who are subsequently contracted for fourth, fifth, and sixth consecutive college quarters; or,
  - c. Candidates appointed at some time other than the beginning of fall quarter, within six (6) weeks of the date of the appointment.

Appointment Review Committees shall serve as standing committees until such time as the candidate is either granted tenure or the candidate's employment in a Probationary academic employee appointment is terminated.

2. Each Appointment Review Committee shall be composed of a member of the administrative staff, a student representative, and three (3) Tenured academic employees. RCW 28B.50.869. For the purposes of this subsection, 'voting faculty' shall mean all Full-Time Tenured and Probationary faculty, Pro-Rata, as well as Full-Time Annual Contract faculty, acting in a body.
  - a. The divisional or administrative unit tenured academic employees shall submit a minimum of two (2) nominees who shall be tenured academic employees to serve on the Appointment Review Committee. Insofar as possible, at least one (1) nominee of the committee should be from the candidate's academic discipline or field of specialization and one (1) nominee from a different discipline or field of specialization. Full-Time Tenured and Probationary faculty, Pro-Rata, as well as Full-Time Annual Contract faculty, acting in a body, shall then vote to select two (2) such nominees as members of the Appointment Review Committee.
  - b. The candidate should submit to the Unit Administrator a list of one (1) or more nominees, who shall be tenured academic employees, to serve on the Appointment Review Committee. The academic

employees, acting in a body, shall then vote to select one (1) such nominee as a member of the Appointment Review Committee, provided that in the event the candidate does not submit nominations, all Full-Time Tenured and Probationary faculty, Pro-Rata, as well as Full-Time Annual Contract faculty, acting in a body, shall then vote to select a third Appointment Review Committee member.

- c. The administrative representative on the committee shall be appointed by the College President.
  - d. The full-time student member on each Appointment Review Committee, and designated alternate(s), shall be appointed by the Associated Student Government.
  - e. If a vacancy occurs during the term of the Appointment Review Committee, a designated alternate student shall be appointed by the Associated Student Government, an administrative position shall be appointed by the College President, or in the case of an academic employee vacancy on the committee, the provisions of Article VIII (Tenure) Section D.2.a. and b. shall be followed.
3. Training shall be provided for the Appointment Review Committees jointly conducted by the Federation and the District.

#### SECTION E. Appointment Review Committees: Duties and Responsibilities

1. The general duties and responsibilities of the Appointment Review Committee shall be to:
  - a. Evaluate the candidate;
  - b. Advise the candidate of strengths and areas needing improvement; and,
  - c. Develop with the candidate a plan to improve and strengthen performance.

The evaluation process shall place primary importance upon the candidate's effectiveness in their appointment. In accordance with the procedures in Article VIII (Tenure) Section G, the Appointment Review Committee shall be responsible for making a recommendation as to whether the candidate shall be granted renewal or non-renewal of their candidate status.

2. The first meeting of the Appointment Review Committee shall be called and chaired by the VP of the College. A chairperson shall be elected by the committee at the first meeting.
3. All subsequent meetings of the Appointment Review Committee after the first meeting shall be called by the Appointment Review Committee chairperson. Appointment Review Committees may meet with or without the candidate. The committee shall determine whether the candidate's presence is necessary or advisable; in any event, the committee shall meet with the candidate at least once per quarter until the candidate is granted tenure, tenders resignation, or is notified of non-renewal.
4. Failure of the Appointment Review Committee to perform its responsibilities will not negate the review process of a candidate.

#### SECTION F. Evaluation of the Candidate

1. Each Appointment Review Committee shall evaluate only the candidate's effectiveness in the appointment.
2. Each committee shall consider the following criteria in the course of evaluating the effectiveness of each Full-Time candidate:

- a. The candidate's teaching, advising, and/or counseling skills or skills as librarian;
  - b. The candidate's ability to engage students in the learning process;
  - c. The candidate's ability to work with academic employees and staff (staff input to be provided through administrative representative on the committee);
  - d. The candidate's knowledge of, or competence in, subject/discipline area;
  - e. The candidate's adherence to established College policies and procedures;
  - f. The candidate's general College involvement;
  - g. The candidate's action toward professional development and improvement; and,
  - h. The candidate's participation in curriculum/program development and promotion, which may include up to one-third (1/3) release time for one (1) or more quarters, as determined by the administrative head and appropriate vice president.
3. Each Appointment Review Committee shall use a four-part evaluation process, which includes the candidate's annual self-evaluation, quarterly student evaluations by the candidate's students in all assigned classes, classroom observations, and an annual administrative evaluation by the head of the candidate's administrative unit.
  4. During the first quarter of the Probationary appointment, student evaluations shall be conducted for all classes. At any point during the first quarter, there shall be at least two (2) classroom observations, one (1) administration and one (1) faculty. In all subsequent quarters, a minimum of one (1) observation per committee member shall be conducted each quarter and shall be scheduled in consultation with the candidate. Additional observations by qualified individuals other than committee members may be requested by the candidate or the committee. Such additional observations shall be limited to specified aspects of the candidate's role. Qualifications of the individuals selected to observe shall be determined by the Appointment Review Committee.
  5. A written evaluation noting the areas of strength and areas needing improvement shall be made for each observation. Within ten (10) working days after the observation, the observer shall meet with the candidate to discuss the academic employee's performance and the observation report.
  6. In those areas such as the library and the counseling center wherein teaching observations and/or student class evaluations may be inappropriate or limited, the Appointment Review Committee shall develop and employ alternative techniques and procedures to obtain evaluations by students and committee members of the candidate's performance of professional responsibilities.
  7. A written summary in narrative form of all evaluative observations and judgments shall be prepared and included in the annual tenure report.
  8. During a candidate's employment, the appropriate vice president and/or President may observe the candidate once in the performance of their professional duties after the end of the fifth consecutive quarter, provided that advance notification is given to the candidate and the candidate's committee of such visitation. A written report of such visitation shall be submitted to the committee and the candidate. When areas needing improvement in the performance of a candidate are noted by the appropriate vice president or President, specific areas needing improvement will be communicated to the candidate and the Appointment Review Committee within ten (10) working days of the visitation. Such communication concerning areas needing improvement shall occur no later than ten (10) days

before the due date of the final Appointment Review Committee report. Nothing shall preclude the committee and the appropriate vice president or President from mutually agreeing to have additional classroom visits, which shall also include reports to the committee and candidate.

9. The candidate shall not be required to work on any campus-wide committees during the first year of probation, but shall concentrate on academic requirements and job skills. The candidate shall not normally be required to work on more than one (1) campus-wide committee during the second and third years of probation. The candidate shall be limited to one (1) divisional committee assignment per year during the probationary period. These provisions may be waived upon the request of the Appointment Review Committee.

#### SECTION G. Communication of Evaluation Results

1. Each Appointment Review Committee, as part of its ongoing evaluation of the candidate, shall meet as a body and prepare report(s) that document the evaluation process of the candidate's strengths and recommendations for improvement as applicable. The committee will meet with the candidate to discuss the report(s) and furnish the candidate with a copy of the written report(s).
2. Copies of the written report(s) shall be submitted to the VP and appropriate vice president, who will forward them to the College President. The College President will submit the written report(s) to the Board of Trustees.
3. At a minimum, the following Appointment Review Committee reports will be submitted to the VP on or before the dates specified below:
  - a. A written progress report outlining the evaluation process, all evaluation results, areas of strength and those needing improvement, and specific steps that can be taken by the candidate to improve. Submitted by the last day of the first probationary quarter.
  - b. A comprehensive evaluation report that includes documentation of the process, all evaluative material collected during the college year, summary of progress, and recommendation for continued probationary status or tenure. Submitted by the dates indicated below.
    - (1) For candidates whose appointments begin in fall quarter, by the last day of week 6 winter quarter for evaluation of the sixth, seventh, and eighth quarters; by the last day of week 6 winter quarter for evaluation of the third, fourth, and fifth quarters; and by the last day of week 8 winter quarter for evaluation of the first and second quarters.
    - (2) For candidates whose appointments begin in winter quarter, by the last day of week 7 spring quarter for evaluation of the sixth, seventh, and eighth quarters; by the last day of week 7 spring quarter for evaluation of the third, fourth, and fifth quarters; and by the last day of week 7 spring quarter for evaluation of the first and second quarters.
    - (3) For candidates whose appointments begin in a spring quarter, by the last day of week 8 fall quarter for evaluation of the sixth, seventh and eighth quarters; by the last day of week 8 fall quarter for evaluation of the third, fourth, and fifth quarters; and by the last day of week 8 fall quarter for evaluation of the first and second quarters.
4. When the areas identified for required areas for growth have been discussed, and there still is concern regarding the ability of the ARC to recommend the candidate for tenure, then a written Improvement Plan for the support and professional development of the faculty member shall be created as defined below and in Appendix C (Definitions). Follow-up conferences (at least one (1) per month) will be held and written progress reports will be prepared by the Appointment Review Committee to help the candidate improve and document progress.

An Improvement Plan is a document written for the purpose of support and professional development of the faculty in specifically identified areas needing improvement. Plans must include the following elements:

- a. Description of area or areas needing improvement.
  - b. Outcomes that are reasonable, objective, measurable and mutually understood.
  - c. A mutually agreed upon time to demonstrate and evaluate improvement in areas identified.
  - d. Signature of all parties involved confirming their receipt and understanding of the improvement plan.
5. The College President may require reports at any time. Such reports shall be submitted by the Appointment Review Committee within fifteen (15) working days of the written request.

#### SECTION H. Rights and Reasonable Expectations of the Candidate

1. Effective communication should be established and maintained between the candidate and the candidate's Appointment Review Committee so that the purposes of the observations and evaluations are clear. The ARC candidate shall be evaluated objectively and equitably.
2. The classroom observations shall be arranged with the candidate so that they will be prepared for the visit.
3. The candidate shall be acquainted with all evaluative instruments prior to their use, and, at the end of the evaluation process, all the gathered data and materials shall be returned to the successful candidate. Upon request, the Unit Administrator will have access to primary or "raw" evaluation data.
4. When a disagreement occurs between the candidate and their Appointment Review Committee over any area of evaluation, the candidate may submit a written statement of these disagreements and shall be entitled to a timely written response from the committee.
5. If the candidate disagrees with the recommendation of the Appointment Review Committee to the Board of Trustees, the candidate may request a meeting of the academic employees in a body, to be determined by the Federation Executive Board, to review and approve or disapprove the committee's recommendation. This request shall be made in writing to the Federation President within five (5) days after the candidate's receipt of the committee's recommendation. The Federation President shall call the meeting within ten (10) days of receipt of such request.

Within one (1) week of the meeting, the decision of the academic employees in a body shall be sent, in writing, to the Board of Trustees for the Board's consideration. This report shall be advisory and shall not be construed to be contrary to or supersede any provisions of RCW 28B.50.850 through RCW 28B.50.869.

6. The candidate must be given the right to review all written material to be seen by the Board and have the opportunity to respond in writing.

#### SECTION I. Board Decisions Regarding Tenure

1. Upon receiving the President's or appropriate vice-president's recommendation regarding the award or non-award of tenure or the non-renewal of a contract of the evaluated candidate(s), the Board of Trustees may meet with the chair of the Appointment Review Committee, VP, or appropriate vice



president, and any representative of a minority report, if applicable, to examine the records of the candidate(s). The Board shall give reasonable consideration to the recommendation of the College President or appropriate vice-president as to the award or non-award of tenure or the non-renewal of a contract to said candidate(s). The Board shall receive recommendations from both the Appointment Review Committee and College President/VP or appropriate vice-president; provided, however, if the President or VP makes a recommendation that is contrary to the recommendation of the Appointment Review Committee, the President or VP shall discuss such differences with the committee prior to recommendation to the Board.

2. All Board decisions regarding the award or non-award of tenure to candidates considered pursuant to this section shall be accomplished by no later than the end of the eighth probationary quarter. Written notice of such award or non-award shall be transmitted by the Board to the candidate no later than the end of the eighth probationary quarter.

## **ARTICLE IX: DISMISSAL OF ACADEMIC EMPLOYEES**

### SECTION A. Preamble

“In the effective college, a dismissal proceeding involving a faculty member on tenure, or one occurring during the term of an appointment, shall be a rare exception, caused by individual human weakness and not by an unhealthy setting. When it does come, however, the College should be prepared for it so that both institutional integrity and individual human rights may be preserved during the process of resolving the trouble. The faculty must be willing to recommend the dismissal of a colleague when necessary. By the same token, presidents and governing board must be willing to give full weight to a faculty judgment favorable to a colleague.” (AAUP Statement on Procedural Standards in Faculty Dismissal Procedures).

### SECTION B. Academic Employee Categories Covered

1. Dismissal of Tenured academic employees and the dismissal of Probationary, Pro-Rata, and Full-Time Annual Contract academic employees during the term of their appointment shall be governed by the remaining sections of this Article and Article XI (Formal Procedures Relating to the Dismissal of an Academic Employee) and are not subject to Article XVI (Grievance Procedure).
2. Dismissals of other academic employees during the terms of their appointments are exempt from the provisions of this Article but subject to the Grievance Procedure.

Decisions relating to granting of subsequent employment are vested exclusively with the Employer.

### SECTION C. Reasons for Dismissal of an Academic Employee/Faculty Member

A Full-Time academic employee shall not be dismissed from their appointment except for sufficient cause, nor shall an academic employee who holds a Probationary appointment be dismissed prior to the written terms of the appointment except for sufficient cause. Corrective action pursuant to Article XIII (Fact-Finding, Progressive Corrective Action) shall be utilized prior to dismissal as appropriate to the specific facts of the case involved. Sufficient cause shall mean any of the following:

1. Incompetence in the performance of professional duties.
2. Serious neglect of duty.
3. Malfeasance.
4. Physical or mental incapacity to perform duties as a professional academic employee.

5. Gross misconduct.
6. Willful, frequent, and intransigent violation of College rules and regulations.
7. Sexual harassment or any other form of unlawful discrimination.
8. Aiding and abetting or participating in any unlawful (RCW 28B.50.862):
  - a. Act of violence.
  - b. Act resulting in destruction of College property.
  - c. Interference with the orderly conduct of the educational process.
9. Substance abuse.
10. Thefts or embezzlement of State property.

**SECTION D: Procedures Relating to the Dismissal of an Academic Employee/Faculty Member**

1. Before any official action is taken relating to the dismissal of a tenured academic employee, the academic employee shall receive written notice from the College President of the proposed action, including an explanation of the evidence supporting the proposed action, and an opportunity, either in person or in writing, to present reasons within fourteen (14) days why the proposed dismissal should not occur. A copy of the notice shall be provided to the Federation in order to provide opportunity to the Federation to inquire into the situation and to effect an adjustment, if possible. The Federation shall respond within fourteen (14) days of its receipt of the matter from the College President.
2. Following the expiration of the fourteen (14) days or upon receipt of the Federation’s report (whichever is sooner), the College President shall determine whether the proceeding against the academic employee should be undertaken. If the College President decides not to proceed, the College President shall so notify the academic employee in writing and serve copies of such notice to the Unit Administrator and the Federation President (or designee). If the College President decides to proceed, the matter shall be treated in accordance with Article XI (Formal Procedures Relating to the Dismissal of an Academic Employee).

**ARTICLE X: REDUCTION IN FORCE**

It is the responsibility of the Administration to inform programs at least annually about enrollment trends that could invoke the possibility of a RIF.

**SECTION A. Reduction in Force**

1. Reasons for Reduction in Force.

This section shall govern reduction in force, which is deemed to constitute sufficient or adequate cause for dismissal/termination of tenured academic employees or Probationary academic employees prior to the written term of their individual appointment. Reasons for reduction in force shall include (but not be limited to) any of the following grounds:

- a. State Board for Community and Technical Colleges’ declaration of financial emergency pursuant to ORCW 28B.50.873;
- b. Lack of funds or budget limitations;

- c. Elimination and/or reduction of programs, courses, or services;
- d. Decreased enrollment trends;
- e. Overstaffing; or,
- f. Changes in educational policy and/or goals.

Nothing in this reduction in force policy shall be construed to affect the decision and right of the appointing authority not to renew a Probationary academic employee appointment without cause pursuant to RCW 28B.50.857.

## 2. Notification.

- a. In the event that the College President or the Board of Trustees determines that such reduction in force may be necessary, the College President shall give written notice of the potential reduction in force and extent thereof to the Federation. This notice shall be in writing and shall include the reasons for the College President's conclusion.
- b. Within seven (7) days from the date this notice is received, a three (3) member committee of the Federation shall be provided an opportunity to meet with the College President. Such meeting(s) shall include exchanges of information concerning: (1) the potential need to implement a reduction in force, and (2) any alternatives or options which either party feels are reasonably available. Such options may include, but are not limited to, the following:
  - (1) Examination of the College budget by the Administration and Federation for the purpose of identifying potential budget savings.
  - (2) The transfer of academic employees from one area or division to another.
  - (3) Providing means by which an academic employee affected by a potential reduction in force may gain additional competencies in areas considered necessary to the maintenance of quality education at the College. These means may include: retraining for a faculty assignment for which a demand exists; or, consideration for a vacant administrative or non-faculty position.
  - (4) In an emergency situation, use of summer quarter and/or night classes outside of the seven-hour band as a regular part of the college year to give an academic employee a full academic load.
  - (5) Tenure purchase.

During these discussions the College President shall document the findings by supplying data that may be reasonably produced. The meetings shall conclude within fifteen (15) days from the date of the first meeting between the College President and the Federation. In the event that the Federation fails to respond to the notice issued by the College President, or upon the conclusion of fifteen (15) days, the College President shall proceed to implementation steps.

## 3. Implementation of Reduction in Force.

When the College President decides to proceed with dismissal:

- a. The College President shall select the RIF units to be affected by considering (including, but not limited to) statutory mission, accreditation needs, circumstances leading to a need for RIF, and the Strategic Plan.
- b. If a reduction is determined to be necessary within a RIF unit, the order of reduction shall be based on seniority as defined in Section C.
- c. Within each affected RIF unit, the College President shall observe the following order of reduction with respect to non-protected courses and services:

First – Part-Time academic employees.

Second – Priority Associates in order of least seniority.

Third – Full-Time Probationary academic employees in order of least seniority.

Fourth – Full-Time Tenured academic employees in order of least seniority.

The above order and/or application of seniority may be interrupted in the event that strict adherence to it would result in no qualified academic employee being available to fully perform the duties of the remaining courses or support services.

#### 4. Designation of Remaining Steps.

Before dismissal of a tenured academic employee because of a reduction in force, the academic employee shall receive written notice of the action, including a summary of the evidence supporting the proposed action.

### SECTION B. RIF Units

1. The following RIF units are hereby established. Additional RIF units may be created in accordance with program additions.

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• ABE/GED</li> <li>• Academic Advising</li> <li>• Accounting</li> <li>• Art</li> <li>• Art History</li> </ul>   | <ul style="list-style-type: none"> <li>• ESL</li> <li>• Gender and Women’s Studies</li> <li>• Geography</li> <li>• Geology</li> <li>• Health Informatics and Information Management</li> <li>• History</li> <li>• Humanities</li> <li>• Japanese</li> <li>• Library</li> <li>• Manufacturing/Industrial Technology</li> <li>• Mathematics</li> <li>• Medical Laboratory Technology</li> <li>• Multicultural Studies</li> <li>• Music – Instrumental</li> <li>• Music – Theory/Piano</li> <li>• Music – Vocal</li> <li>• Music Technology</li> </ul> |
| <ul style="list-style-type: none"> <li>• Astronomy/Physics</li> <li>• Auto T – FCA (Fiat Chrysler Automobiles)</li> <li>• Auto T – General Motors</li> <li>• Auto T – General Service Technician</li> <li>• Auto T – Honda</li> <li>• Auto T – Toyota</li> <li>• Biology</li> <li>• Business Administration</li> <li>• Business Technology</li> <li>• Chemistry</li> <li>• Communication Studies</li> <li>• Computer Science</li> <li>• Counseling/Human Development</li> <li>• Criminal Justice</li> <li>• Dental Hygiene</li> <li>• Drama</li> </ul> | <ul style="list-style-type: none"> <li>• Nursing</li> <li>• Nutrition</li> <li>• Philosophy</li> </ul>  |

- Economics
- Education
- Engineering
- English

- Psychology
- Sociology
- Spanish
- Visual Communications Technology

2. A committee consisting of the Federation President and a VP designated by the College President shall annually assign each tenured or Probationary academic employee to the appropriate RIF unit in order of seniority as defined in Section C.
3. A Full-Time Tenured or Probationary academic employee shall be placed in the RIF unit which best reflects the employee's assignment.
4. A list of all RIF unit assignments shall be published and distributed to academic employees on or before November 1 of each year. An academic employee may appeal their RIF unit assignment to the committee noted in item 2 above no later than twenty (20) days after distribution of the list. If not resolved, a Step 2 grievance may be filed with the College President.

### SECTION C. Seniority

Seniority shall be based on the number of years of employment beginning with the date of the signing of the first Full-Time academic employee contract for the most recent period of continuous full-time service for Shoreline Community College (commencing in the year 1964). Full-Time service shall include all authorized leaves of absence consistent with Article XIV (Leaves) Section D.2. The person with the highest number of qualifying years shall be the most senior; in the case of ties, seniority shall be determined in the following order:

1. First date of the signature of a letter of intent to accept faculty employment or first date of signature of a faculty employment contract.
2. First date of application for faculty employment.

Seniority for an academic employee who has assumed an administrative role shall be determined by the procedure set forth above as long as the individual, as part of their administrative employment contract, continues to function as an academic employee with no less than one-third (1/3) load. An academic employee who assumes a one hundred percent (100%) administrative position shall continue to accrue seniority for three (3) years. After three (3) years of service in a one hundred percent (100%) administrative position, the academic employee will no longer accrue seniority but will retain that which has already been accrued.

### SECTION D. Rights of Laid Off Academic Employees

Academic employees who have been RIFed shall have the right to be recalled consistent with the provisions specified below.

1. Recall lists: A recall list shall be created and maintained by the Employer for each affected RIF unit. The name of each affected academic employee shall be placed on the appropriate RIF unit list according to seniority.
2. Recall order: Recall shall be in reverse order of reduction in force by RIF unit to an academic employee position, either newly created or a vacant Full-Time position.
3. Duration: The right of recall shall extend thirty-six (36) months from the effective date of RIF.

4. Address: Each RIFed academic employee shall keep the Employer Office of Human Resources informed of any change in address.
5. New hire bar: New hires shall not be hired to fill Full-Time academic employee vacancies unless there are no qualified academic employees on the applicable RIF unit recall list to accept the vacancies.
6. Response time: Any RIFed academic employee shall have fifteen (15) days to respond following actual receipt of written notice of an offer of recall to a Full-Time position. If the individual fails to respond, the academic employee's recall rights shall be waived.
7. Additional certification: Any RIFed academic employee who obtains additional certification, qualifications, or retraining while on a recall list shall be entitled to update their records with the Office of Human Resources. An academic employee on recall may request a change in RIF unit placement during the first week of October of each year. Change in RIF unit placement is subject to the approval of the committee established in Section B.2.
8. Right of first refusal: An academic employee on recall shall have the right of first refusal to any Part-Time assignments available in the academic employee's RIF unit after annual contract and have been scheduled and before Priority Associate assignments have been made so long as the following criteria are met:
  - a. It is understood academic employees in a RIF unit have the necessary credentials, background, and education to teach any courses in their RIF unit.
  - b. The academic employee on recall possesses current professional-technical certification that qualifies the employee to teach professional-technical course assignments available in the subject area.
  - c. The academic employee on recall shall receive appropriate training to enable acceptance of any online or hybrid course assignments available in the subject area.

It is understood that a faculty member on recall may teach up to one hundred percent (100%) of a Full-Time load. An academic employee on recall status shall be paid no lower than Step 6 on the Part-Time faculty salary schedule. Acceptance or failure to accept a Part-Time assignment shall not alter recall rights to a Full-Time vacancy. Nothing herein shall require the Employer to consolidate Part-Time positions into a Full-Time position.

9. Section Limitations: When a Full-Time academic employee is on recall status, the number of Part-Time assignments, if any, made in the applicable RIF unit shall not be increased over the number in existence at the time of the reduction in force by more than the equivalent of two-thirds (2/3) of a full-time load per quarter.

In the event reductions to state allocated funds (non-capital) are mandated by the State of Washington for any two (2) consecutive fiscal years, and when the total two-year required reductions equal or exceed twenty-five percent (25%) of the permanent, Full-Time faculty payroll, exclusive of fringe benefits, for the second of those consecutive years, then the section limitation above shall be suspended for the following third academic year. The suspension will apply to positions subject to RIF in each of the three (3) years. The Federation shall receive written notification of the suspension before it becomes effective. Fiscal year 2010-2011 shall be the first year counted toward suspension of the section limitation.

10. Retention of benefits: Upon return to employment, academic employees shall regain all benefits such as sick leave, tenure, retirement, and seniority (upon return to Full-Time employment) to which they had been entitled prior to the date of RIF.

11. Insurance benefits: While on recall status academic employees may retain membership in all Employer group insurance coverages (carriers and rules permitting) at their personal expense.
12. Explanatory letter: Upon written request of an academic employee on recall, the College President shall write a letter of explanation to potential employers identified by the academic employee stating the reasons for layoff and any other pertinent information which may be of assistance in securing other employment. The academic employee on recall shall provide the College President with the names and addresses of the potential employers to receive the letter.

#### SECTION E. Special Provisions

The only grievable provisions of this Article are Section B.4. and any portions defining notification and/or meeting timelines.

### **ARTICLE XI: FORMAL PROCEDURES RELATING TO THE DISMISSAL OF AN ACADEMIC EMPLOYEE**

#### SECTION A. Composition and Selection of the Dismissal Review Committee

A seven (7) member Dismissal Review Committee, created for the express purpose of hearing dismissal and reduction-in-force cases, shall be established no later than October 31 of any academic year. The following procedures shall be employed in the selection of the members and alternate members:

1. The seven (7) seats on the committee shall be designated Position 1, Position 2, Position 3, Position 4, Position 5, Position 6, and Position 7.
2. The administrative appointees shall hold Positions 6 and 7 and shall be appointed by the College President.
3. The student appointee shall hold Position 5 and shall be appointed by the Associated Student Government President.
4. The four (4) members representing the faculty peers on the Dismissal Review Committee shall be selected by a majority of the academic employees and the academic employee division heads acting in a body in the following manner:
  - a. Two (2) nominees shall be nominated from tenured academic employees who are not on any type of leave during the academic year for each position numbered one (1) through four (4) by a random selection process, developed and administered by the President of the academic employee bargaining unit, except that the President of the academic employee bargaining unit, because of their role as an academic employee advocate, shall be exempt from the nomination process.
  - b. These nominees shall be voted upon by all those who hold a Tenured or Probationary academic employee appointment.
  - c. Those nominees who receive a majority of the vote cast shall be considered elected. The four (4) nominees not selected shall be the alternates and shall be identified as Alternate 1, Alternate 2, Alternate 3, and Alternate 4, determined by descending number of votes received.
  - d. In the case of a vacancy in any of the positions numbered one (1) through four (4) at any time after the election, the vacancy shall be filled by Alternate 1. Further vacancies shall be filled by Alternate 2, 3, and 4 in that order.

5. The Dismissal Review Committee shall select one (1) of its members to serve as chairperson.
6. In no case shall a member of the committee sit in judgment of their own case or the case of their spouse or in instances where the committee member could be directly affected by the recommendation to be submitted.

#### SECTION B. Notice

After it is determined that dismissal proceedings should be initiated, the College President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected academic employee and the Federation, and be prepared to provide copies to the Dismissal Review Committee at the time of the hearing, if such occurs. The notice should include:

1. A statement of the nature of the hearing (the hearing must be held on not less than ten (10) days written notice);
2. A statement of the legal authority and jurisdiction under which the hearing is to be held;
3. A reference to the particular rules of the College that are involved; and,
4. A short and plain statement of the matters asserted. In the case of a reduction in force for the reasons set forth in Article X (Reduction in Force), this shall include a statement of (a) the grounds for reduction in force as delineated in Article X (Reduction in Force) Sections A.1. or B.1., and (b) the basis for selection of the affected academic employee. In the case of a reduction in force, this shall clearly indicate that the separation is not due to the job performance of the academic employee and hence is without prejudice to such employee. The notice must also indicate the effective date of separation from service as proposed by the President of the College.

The affected academic employee shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected academic employee does not request such a hearing from the College President within seven (7) days, the College President shall request a written determination from the academic employee as to whether the academic employee wishes to avail himself/herself of the right to a hearing. If the academic employee fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of an academic employee not to request a hearing shall be communicated to the Federation and to the Board of Trustees.

#### SECTION C. Procedural Rights of Affected Academic Employees

An affected academic employee who has requested a hearing shall be entitled to one (1) formal, contested case hearing, pursuant to the Administrative Procedures Act (RCW 34.05) and shall have the following procedural rights:

1. The right to remove up to three (3) peer members of the Dismissal Review Committee by preemptory challenge prior to the commencement of the hearing proceedings involving dismissal pursuant to Article IX (Dismissal), and one (1) peer member for proceedings involving dismissal pursuant to Article X (Reduction in Force) not to exceed four (4) in any single hearing;
2. The right to confront and cross-examine adverse witnesses, provided that when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the academic employee at least ten (10) days prior to the hearing on the matter toward which the testimony of the witness is considered material;



3. The right to be free from compulsion to divulge information which the academic employee could not be compelled to divulge in a court of law;
4. The right to be heard in one's own defense and to present witnesses, testimony, and evidence on all issues involved;
5. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 34.05;
6. The right to counsel of the academic employee's choosing who may appear and act on the academic employee's behalf at the hearings; and,
7. The right to have witnesses sworn and testify under oath.

#### SECTION D. Responsibilities of Dismissal Review Committee

The responsibilities of the committee shall be to:

1. Review the case of the proposed dismissal;
2. Attend the hearing and, at the discretion of the hearing officer, call and/or examine any witness(es);
3. Hear testimony from all interested parties, including but not limited to other academic employees and students, and to review any evidence offered by same; and,
4. Arrive at its recommendations, in conference, on the basis of the hearing. As soon as reasonably practicable, but in no event longer than twenty (20) days after the conclusion of the formal hearing, and within seven (7) days in the case of reduction in force for reasons set forth in Article X (Reduction in Force), the written recommendations of the Dismissal Review Committee shall be presented to the hearing officer.

#### SECTION E. Hearing Officer

##### 1. Appointment.

- a. Upon receipt of a request for a hearing from an affected academic employee, the College President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer after consultation with the Federation President.
- b. In the case of reduction in force for reasons set forth in Article X (Reduction in Force) Section B.1., at the time of an academic employee's or academic employees' request for formal hearing, said academic employee(s) may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.405.310(4), said employee therein being an academic employee for the purposes hereof, and said board of directors therein being the Board of Trustees for the purposes hereof: provided, that where there is more than one (1) academic employee affected by the Board of Trustees' reduction in force, such academic employees requesting hearing must act collectively in making such request; providing further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the College and the academic employee or academic employees requesting hearing.

##### 2. Duties.

It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW 34.05 and any procedural rules adopted by the District. The duties of the hearing officer include:

- a. Administering oaths and affirmations, examining witnesses, and receiving evidence, provided no person shall be compelled to divulge information, which such person could not be compelled to divulge in a court of law;
- b. Issuing subpoenas;
- c. Taking or causing depositions to be taken pursuant to rules promulgated by the institution;
- d. Regulating the course of the hearing;
- e. Holding conferences for the settlement or simplification of the issues by consent of the parties;
- f. Disposing of procedural requests or similar matters;
- g. Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;
- h. Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;
- i. Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to academic employees and students, and review any evidence offered by same;
- j. Preparing the proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing (or within ten (10) days in the case of reduction in force for reasons set forth in Article X (Reduction in Force) Section B.1.), the written recommendation of the hearing officer shall be presented to the College President, the Federation President, the Dismissal Review Committee, the affected academic employee, and the Board of Trustees;
- k. Being responsible for preparing and assembling a record for review by the Board of Trustees, which shall include:
  - (1) All pleadings, motions, and rulings;
  - (2) All evidence received or considered;
  - (3) A statement of any matters officially noticed;
  - (4) All questions and offers of proof, objections, and ruling therein;
  - (5) The proposed findings, conclusions of law, and a recommended decision; and,
  - (6) A copy of the recommendations of the Dismissal Review Committee;
- l. Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance;
- m. Assuring that a transcription of the hearing is made, if necessary, and that a copy of the record, or any part thereof, is transcribed and furnished to any party to the hearing upon request and payment of costs;

- n. In the case of reduction in force for reasons set forth in Article X (Reduction in Force), consolidating individual reduction-in-force hearings into a single hearing. Only one (1) such hearing for the affected academic employees shall be held and such consolidated hearing shall be concluded within the time frame set forth herein; provided, however, in the case of reduction in force for reasons set forth in Article X (Reduction in Force) Section A.1., any individual academic employee may request the hearing officer to determine whether a separate hearing is appropriate; and,
- o. In the case of a reduction in force for reasons set forth in Article X (Reduction in Force), the formal hearing (pursuant to RCW 34.05 and conducted by the hearing officer appointed pursuant to Section E.1. of the Article):
  - (1) Shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction in force has been issued;
  - (2) The only issue to be determined shall be whether, under applicable policies, rules or bargaining agreement, the particular academic employee(s) advised of severance is/are the proper ones to be terminated; and,
  - (3) Any findings, conclusions of law, and recommended decision shall not be subject to further Dismissal Review Committee action.

#### SECTION F. Final Decision of the Board of Trustees

The case shall be reviewed by the Board of Trustees as follows:

1. Board reviews shall be based on the record of the hearing and on any record made before the Board of Trustees;
2. The Board may permit an opportunity for oral or written argument, or both, by the parties or their representatives;
3. The Board may hold such other proceedings as it deems advisable;
4. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer;
5. The Dismissal Review Committee's recommendations and the findings, conclusions, and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision-maker, the Board of Trustees; and,
6. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the charged academic employee, in writing, of its review, notify the charged academic employee, in writing, of its final decision, and the effective date of dismissal.

#### SECTION G. Publicity

Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case by either the Dismissal Review Committee or administrative officers shall be made until all administrative proceedings and appeals have been completed.

#### SECTION H. Effective Date of Dismissals

The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction in force for reasons set forth in Article X (Reduction in Force) Section B.1., failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction in force for reasons set forth in Article X (Reduction in Force) Section A.1.a., Separation from Service after formal hearing shall become effective upon final action by the Board of Trustees.

#### SECTION I. Suspension

Suspension by the College President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified only if immediate harm to the affected academic employee or others is threatened by the academic employee's continuance. Any suspension shall be without pay.

#### SECTION J. Appeal from Board of Trustees Decision

Pursuant to RCW 34.05 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

### **ARTICLE XII: TITLE IX**

When a Title IX complaint or an allegation of a Title IX violation is received by the College, any resulting Title IX investigation has priority over any related investigation or discipline under the Agreement. A Title IX investigation is a fact-finding process and is not disciplinary. If the investigation finds the complaint or allegation to have merit, any further action in regards to the employee shall be conducted under the provisions of the Agreement. Information obtained during the Title IX investigation may be used in any subsequent investigation or disciplinary action. The employee has the right to representation at any meeting they are to attend.

### **ARTICLE XIII: FACT-FINDING, PROGRESSIVE CORRECTIVE ACTION, AND DISCIPLINARY ACTION**

Progressive corrective action and any necessary disciplinary action shall be initiated at the level appropriate to the behavior that precipitates such action, and shall be in response to documented indicators of needed improvements.

The College will follow progressive steps that include corrective action (coaching, verbal warning, counseling memo) and, when necessary, disciplinary action (written reprimand, suspension with or without pay, reduction in pay, and dismissal). Corrective actions are preventive and intended to promote conduct that complies with College policies, rules and expectations. Disciplinary actions are taken either when corrective action does not resolve the area(s) identified for improvement, or when violations of law or policy occur. Corrective action and any necessary disciplinary action shall occur only after a fact finding investigation has occurred. Any corrective action or disciplinary action by the College will be applied consistently and equitably.

This Article shall not apply to decisions regarding renewal or non-renewal of probationers, rehire or dismissal of Part-Time academic employees, dismissal of tenured academic employees, or decisions regarding the continuation of extra-contractual or supplemental activities. A written corrective action plan

(see Appendix C (Definitions)) is required prior to progressive disciplinary action except when a violation of policy or law has occurred.

#### SECTION A: Investigations Procedure

The Unit Administrator or executive administrator will inform the faculty member that an investigation is being conducted. Faculty members have the right to Federation representation at any meeting that may lead to progressive discipline. If the College determines that any investigation may result in discipline, the Federation President will be notified when the faculty member is notified. The date and time of the investigative interview will be sent in writing to the faculty member with a copy to the Federation President.

Prior to any investigative interview, the faculty member will be informed of their right to have union representation during the interview process. The faculty member is responsible for contacting a union representative to be present in the interview. This does not preclude other representation.

If the faculty member's choice of union representative is not available for the scheduled investigative interview, the meeting may be postponed for up to five (5) days to arrange for a union representative to be present in the interview. Any necessary changes to a scheduled investigative interview will be sent in writing to the faculty member and a copy to the Federation President prior to the rescheduled interview.

Investigations shall be completed as timely as possible with the goal of conclusion within sixty (60) days. Upon request, the Federation and the faculty member will be advised of the status of any investigation. In the event of a necessary extension beyond the 60 days, notice will be given to the faculty member, union representative, and/or administration as needed.

A copy of the completed investigation report will be sent to the Federation President within 10 days after the formal conclusion of the investigation.

#### SECTION B: Corrective Action

Corrective action is progressive, non-disciplinary action by a Unit Administrator to notify and provide a faculty member an opportunity to respond to a documented need to change or improve the performance of contracted responsibilities.

Corrective action is intended to improve performance and set out expectations for future conduct. A faculty member and a union representative may meet with a representative of Human Resources to address any material issues or concerns related to corrective action.

Copies of notes, emails, memos, and other indications of corrective action will generally not be kept in the faculty member's official personnel file in the HR office. However, in accordance with progressive discipline practices, copies should be retained in the administrative unit file for no longer than twenty-four (24) months if no other corrective measures or disciplinary action have occurred during that time. Placement of any material in any personnel file shall follow the provisions set forth in Article XX (Personnel Files).

The faculty member is responsible for contacting the HR office for review and removal of disputed documents. The HR office will confirm the appropriate removal of disputed documents from the administrative unit file in writing, within ten (10) days of receipt of the request.

Nothing in this section would prevent the College from agreeing to an earlier removal date, providing such removal is consistent with the public records retention requirements in state law, including but not limited to RCW 41.06.450.

### SECTION C: Disciplinary Action

Disciplinary action includes but is not limited to written reprimand, suspension with or without compensation, reduction of salary, or termination consistent with the procedural requirements of this Agreement imposed by the College President or designee. Any disciplinary action requires that the College has established just cause by a preponderance of evidence. The burden of proof that just cause exists to proceed with disciplinary action rests with the College.

When deemed appropriate by the College President, a faculty member may be placed on paid administrative leave pending the outcome of an investigation and the Federation President will be notified of the action.

Disciplinary actions involving misconduct that may lead to dismissal will follow the procedure established in Article XI (Formal Procedures Relating to the Dismissal of an Academic Employee).

When disciplinary action is being considered, the College President or designee will notify the employee and the Federation President. The written notice shall include the claims against the employee, an explanation of the evidence that supports the claims, and the action contemplated. The faculty member has the right to give reasons orally or in writing why the disciplinary action should not be taken. Such reasons must be provided by the faculty member within fifteen (15) days of the notice of potential discipline. If the faculty member chooses to provide a written defense, then the faculty member has the right to retain that document in their official personnel file, according to the provisions of Article XX (Personnel Files) Section C.1.g.

The College President or designee will provide the faculty member fifteen (15) days written notice prior to the effective date of the reduction in pay or suspension with or without pay. The notice of disciplinary action will be delivered in person or sent by registered mail.

A copy of any notice of disciplinary action to the faculty member will be placed in the faculty member's personnel file in the HR office. A copy will be sent to the Federation President.

### SECTION D: Removal of Disciplinary Action Documents

Records of disciplinary actions involving reductions in pay or suspension with or without pay, and written reprimands not removed after twenty-four (24) months, will be removed from a faculty member's personnel file after forty-eight (48) months if all the following criteria are met:

1. Circumstances do not warrant a longer retention period;
2. There has been no subsequent disciplinary action; and,
3. The employee submits a written request for its removal to the Human Resources Office.

Nothing in this section would prevent the College from agreeing to an earlier removal date, providing such removal is consistent with the public records retention requirements in state law, including but not limited to RCW 41.06.450.

The Human Resources head will confer and mutually agree with the VP before removing any disciplinary documents from a faculty member's administrative unit or HR personnel file.

If the request for removal of records of disciplinary actions is not approved within ten (10) days of receipt of the request, a written explanation of denial will be provided to the requesting faculty member and the Federation President.

## ARTICLE XIV: LEAVES

### SECTION A. Sabbatical Leaves

Sabbatical leaves are available to Full-Time academic employees in service to the Employer and to the state community college system and are granted by the Employer upon the recommendation of the College President.

#### 1. Conditions and Terms.

- a. The number of annual sabbatical leaves shall not exceed two and four-tenths percent (2.4%) of the total number of Full-Time academic employees, provided that there are enough applicants who meet the conditions established in this Article; and further provided the aggregate cost of such leaves during any year, including the cost of replacement personnel, shall not exceed one hundred fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave.
- b. A Full-Time academic employee may apply for sabbatical leave after completing at least nine (9) consecutive contracted quarters exclusive of summer quarter at Shoreline Community College. Compensation shall be computed at the rate of up to five and fifty-six one hundredths percent (5.56%) of salary per quarter of Full-Time equivalent service exclusive of summer quarter. Experience at other state-supported community colleges credited upon hiring at Shoreline shall be allowed in the computation of sabbatical compensation. A maximum of eighteen (18) quarters shall be counted, resulting in a maximum compensation of one hundred percent (100%) of salary, or the maximum amount allowable under law, if that be less.

All sabbaticals will be paid at one hundred percent (100%) of salary or the maximum amount allowable under law, if that be less. All sabbaticals described herein shall count toward the total number of sabbaticals which may be awarded under 1.a. above.

- c. Sabbatical leave recipients ordinarily shall not engage in Full-Time employment during the period of sabbatical leave. Should the recipient propose to do so, the recipient must justify such employment in terms of the general spirit of the sabbatical leave program.
- d. Acceptance of a sabbatical leave implies an obligation to return to Shoreline Community College as an academic employee for time equal to the amount of leave. Should a person not return, a refund of the total sabbatical compensation (not including benefits) must be made unless the Employer approves an exception. The Employer shall be obligated to reassign a person returning from sabbatical leave to an academic employee position for which the academic employee is qualified, consistent with the reduction-in-force procedures of this Agreement. In such instances the obligation to refund the sabbatical compensation shall be waived.
- e. The length of the sabbatical leave shall be no less than one (1) and no more than two (2) quarters.
- f. Other benefits shall accrue to the academic employee while on sabbatical leave as though the employee was on regular contract.
- g. Faculty will offer a presentation regarding the sabbatical in the academic year following the sabbatical leave.

#### 2. Purpose.

The purpose of a sabbatical leave for Shoreline Community College academic employees should primarily be to deepen, enrich, and renew the individual for their primary task. Duties of an academic

employee involve not only classroom instruction, counseling, reference, and research, but also a wide range of related and supportive activities. The sabbatical leave should serve to make the academic employee more effective in as many of these roles as possible.

### 3. Sabbatical Selection Committee.

The Federation President shall call for the election of a Sabbatical Selection Committee consisting of tenured academic employees no later than the last day of week 6 fall quarter of each year. Elections shall take place by the last day of week 8 fall quarter.

The Federation President shall convene the Committee. The Committee shall elect its chairperson and alternate chairperson during the first meeting.

### 4. Committee/Presidential Procedures.

- a. The Committee shall call for written sabbatical applications from eligible academic employees to be received by the end of the first week of winter quarter.
- b. The Committee shall conduct personal interviews with each applicant.
- c. The Committee, in selecting sabbatical candidates, shall base its decisions exclusively upon the criteria given in subsection 6 below.
- d. The Committee shall submit all applicant proposals and its recommended candidates to the College President and VP no later than the last day of week 4 winter quarter.
- e. If the President or VP needs additional information and/or is considering making a recommendation that is contrary to the recommendation of the Sabbatical Selection Committee, the President or VP shall discuss such differences with the Committee chairperson(s) prior to recommendation to the Board.
- f. The College President shall present the recommended candidates for sabbatical leaves chosen by the Committee to the Board of Trustees at the February Board meeting.

### 5. Applicant Procedures.

- a. An applicant for sabbatical leave shall obtain a sabbatical leave application form and submit it to the chairperson of the Sabbatical Leave Committee by the end of the first week of winter quarter of the academic year preceding the proposed leave.
- b. The applicant shall be available for a personal interview with the Committee.
- c. The applicant shall notify the Committee chairperson of any significant change of plans should such a change occur during the selection process or subsequent to it.

### 6. Criteria for Selection.

- a. The Sabbatical Selection Committee shall use four (4) criteria for selection of academic employees to receive sabbaticals. These are: the merit of the sabbatical project, the applicant's current and previous contributions to the College community, the proposal's relevancy to the College's Strategic Plan and whether or not the applicant has had a previous sabbatical. In instances where these criteria are equal, seniority shall be the determining factor.



- b. The Committee shall judge written sabbatical proposals along with oral interviews for merit of content.

#### SECTION B. Personal Leave

1. Personal leave may be used for illness, injury, bereavement, disability, home demands because of recent parental status, adoption of a child, or emergencies defined as sudden, unforeseen situations temporarily interfering with the employee's ability to execute professional duties.
2. Personal leave can also be used for reasons of a personal nature; however, such leave shall not be used for holiday or recreational purposes or for gainful employment or self-employment. Reasonable attempts to arrange class coverage shall be expected. No more than one (1) such personal leave day may be taken per academic quarter.
3. Disability leave because of childbirth shall be granted upon the advice of a healthcare specialist.
4. Family leave may be used by an academic employee to care for a child in accordance with the Family and Medical Leave Act. Leave utilizing the same standard shall be available to care for immediate family members, as defined in this section, paragraph 5 below. At the option of the academic employee, such leave may be either without pay or taken from accumulated personal leave and may be for a period of up to twelve (12) weeks and shall be consistent with the federal Family and Medical Leave Act.
5. Immediate family is defined as the step or natural child, mother, father, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchild of the employee or employee's spouse, and the spouse, son-in-law, daughter-in-law of the employee, or any person living in the immediate household of the employee. Persons other than relatives as noted herein who may have been reared by or with the employee will be considered as relatives for bereavement purposes. Under special circumstances, and with the approval of the Human Resources head or designee, other persons may be considered as relatives for purposes of granting bereavement leave.

Reporting of Personal Leave: If the absence is less than a full day in length, the leave shall be reported in the following manner: the number of contact hours missed shall be divided by the number of contact hours scheduled for that day in accordance with Article VII (Terms and Conditions) Section D.1.c.(2), and the resulting fraction shall be converted to a decimal figure carried out to two (2) places. For academic employees who are absent due to sickness on days with no contact hours, sick leave shall be computed on the basis of a seven-hour day and shall first be deductible from accumulated compensable days.

#### SECTION C. Paid Family and Medical Leave (PFML) Program

The Washington State Family and Medical Leave Program offers faculty the opportunity to receive partial wage replacement while on leave for qualifying family and/or medical events after establishing eligibility. This program and its eligibility criteria are managed by Washington's Employment Security Department (ESD). For faculty work covered by the current collective bargaining agreement, the College shall pay both the employer and employee portions of the premium under Washington state's Paid Family and Medical Leave Program (RCW 50A.04).

#### SECTION D. Professional and Other Leaves of Absence

Professional and leaves of absence other than those mentioned in Sections B., E., and F., may be approved with or without pay by the College President or designee. Requests for such leaves should include the dates and times the academic employee wishes to be absent, and the necessary arrangements which would be made to cover the period of absence. Leaves without pay shall result in a reduction of 1/172 of the annual contract for each day of leave.

#### SECTION E. Leave of Absence without Pay

1. Upon recommendation of the College President or designee, a leave of absence without pay may be granted by the Employer to any academic employee.
2. The Employer shall be obligated to re-employ, to a professional position for which the academic employee is qualified, an academic employee who has been on approved leave of absence. Seniority and other benefits, excluding employer-paid health insurance premiums, shall continue to accrue to an academic employee on leave to study, to travel if that travel is related to the academic employee's teaching area, to gain occupational experience appropriate to the academic employee's discipline, or for special assignments which will be of benefit to the College. Seniority and other benefits shall not continue to accrue to an academic employee on leave for reasons other than those specifically stated above. Employees on leave and performing tasks which directly benefit the Employer shall continue to have health insurance premiums paid for by the College. However, employees who qualify for such coverage must be in pay status by reporting monthly on the progress of the specific project or assignment. Employees on leave for a quarter or more shall notify the Employer of intent to return from leave five (5) weeks prior to the end of the leave. Failure to notify Employer as stipulated shall be a presumption of resignation by the employee.
3. A leave of absence may be for such purposes as the following: (a) study; (b) travel; (c) illness; (d) maternity; (e) special assignments; (f) participation in leadership of professional or labor organizations; (g) military service; (h) government service; and, (i) occupational experience appropriate to the assignment of the recipient or to their discipline.

#### SECTION F. Military Leave

Military leave shall be granted to academic employees under the provisions of the applicable federal and state statutes.

#### SECTION G. Jury Duty Leave and Subpoena Leave

1. Should an academic employee be summoned to Jury Duty, the College shall release the academic employee, provided a qualified substitute can be secured. Academic employees accepting Jury Duty shall be paid their regular salary. Compensation received from Jury Duty service shall be reimbursed to the College, excluding any regularly accepted per diem expenses paid by the Court. Jury Duty is not deducted from any other leave to which the academic employee is entitled.
2. An academic employee shall be granted Subpoena Leave as may be required by the Subpoena, and shall be paid their regular salary less any compensation received for services, excluding transportation and per diem expenses, except when the academic employee is the plaintiff or defendant in such action. This exception shall not apply when the academic employee is named as plaintiff or defendant while in the performance of the academic employee's duties.

#### SECTION H. Request for Leave

Academic employees shall submit an Employee's Request for Leave/Report of Leave form under Sections B., C., F., and G. to their Unit Administrator.

1. Planned Absence: The academic employee will submit a written request for leave with sufficient advance notice to allow timely consideration by the Unit Administrator. Verbal requests for leave will not suffice and leave taken without prior written approval will be considered an unapproved and unpaid absence.

- a. Upon receiving a written leave request, the Unit Administrator will notify the academic employee in writing of approval or disapproval within forty-eight (48) hours.
  - b. Extension: Any request to extend an approved leave will be in writing and in accordance with the remainder of this section.
2. Unplanned Absence: Request for emergency leave must be filed within two (2) days after the return of the academic employee to be considered for approval or disapproval by the Unit Administrator.

#### SECTION I. Request for Professional and Other Leaves of Absence

Academic employees shall submit a written request for leave under Article XIV (Leaves) Sections C. and D., to their Unit Administrator. Upon receiving such a written leave request, which does not require Board action, the Unit Administrator will notify the academic employee in writing of the Unit Administrator's approval or disapproval within five (5) days. If Board action on such a written leave request is required, the Unit Administrator will notify the academic employee of the Unit Administrator's recommendation to the College President within five (5) days.

### **ARTICLE XV: COLLEGE GOVERNANCE**

It is agreed that a system of governance shall be maintained which includes representatives of the Federation.

### **ARTICLE XVI: GRIEVANCE PROCEDURE**

#### SECTION A. Definitions

1. Grievance: A complaint or claim against the Employer by an academic employee(s) or the Federation, arising out of the interpretation or the application of or any alleged violation by the Employer of the terms of this Agreement.
2. Neutrality: The quality of not engaging or aligning with either party relative to the complaint or claim topic.
3. Fairness: Marked by impartiality and honesty.
4. Delivery and Receipt of Notification/Response: The grievant/Federation will deliver notifications and responses to notifications to the Administration via email or in-person. The Administration will deliver notifications and responses to notifications to the grievant/Federation via certified mail.
  - a. The date of delivery of notifications and responses to notifications will be considered the following:
    - (1) For email, the time-stamped date the email is sent; or,
    - (2) For in-person, the date of counter-signature by the other party.
  - b. The date of receipt of notifications and responses to notifications will be considered the following:
    - (1) For email, the day following the time-stamped date the email was sent; or,
    - (2) For in-person, the day following the date of counter-signature.

5. Informal Mediation: With mutual consent, parties may appeal to campus mediation services prior to asking for resolution at any step. A mutual request for mediation at any step will extend the deadline for up to ten (10) days.

## SECTION B. Procedures

Grievances must be presented to the Employer in writing within fifteen (15) days of the aggrieved's cognizance of the facts on which the grievance is based or shall be waived for all purposes.

In the event of an unusual circumstance (i.e. emergency, incapacity, etc.) outside of the academic calendar days when limited union representation is in place, whereby neither the Federation President nor a designee is available, the clock for the grievance will stop and restart once both the grievant and the Federation President or a designee is available to represent the grievant or upon the beginning of fall quarter (whichever is first).

All reasonable efforts will be made to honor principles of confidentiality, neutrality and fairness throughout the grievance process.

Grievances shall be handled in the following manner:

1. **Step One:** The grievant and the Federation representative, if requested by the grievant, shall orally present the alleged grievance to the immediate administrative supervisor. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the grievant and the Federation representative, if involved, and shall state the specific factual basis of the grievance, the provision(s) of the Agreement involved, and the remedy sought. The immediate administrative supervisor shall be given the written grievance and said supervisor shall note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Federation representative. The immediate administrative supervisor shall respond to the grievance in writing within five (5) days thereafter and shall concurrently send a copy of the response to the Federation.
2. **Step Two:** If no settlement is reached at Step One, the grievant may request in writing within seven (7) days of receiving the Step One response that said grievance move to Step Two. The College President or designated representative shall call a Step Two meeting within thirty (30) days of notification as acknowledged by countersigning and dating receipt in the Office of the President. Representative(s) of the Federation shall be present at any meeting called to consider the grievance at this step. The College President or designated representative shall send written response to the grievant and to the Federation within seven (7) days of the Step Two meeting. The designated representative will not normally be someone directly involved in the grievance.
3. **Step Three: Formal Mediation.** Within twenty (20) days after the written response to the Step Two meeting is received by the grievant and Federation the parties may, with mutual agreement, appeal to a mutually agreed upon external mediation service for assistance. Costs associated with mediation services shall be shared between the parties. The purpose of the mediation is to seek a settlement of the dispute in good faith and to the satisfaction of all parties.
4. **Step Four A:** If no settlement is reached at Step Two, and no formal mediation is sought, the Federation may, at its sole discretion, within thirty (30) days after the written response to the Step Two meeting is received, request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as defined in Section D. below.

**Step Four B:** If the parties engage in formal mediation, the Federation may, at its sole discretion, within sixty (60) days after the written response to the Step Two meeting is received, request by written notice

to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as defined in Section D. below. This deadline may be extended by mutual agreement.

### SECTION C. Timelines for Procedures

With respect to Section B. of this Article, the following time limits are established. Any grievance not presented to the Employer in writing as provided in Step One of Section B. above within fifteen (15) days after the aggrieved's cognizance of the facts on which the grievance is based, shall be waived for all purposes. In addition, if any other steps or actions provided for in Section B. of this Article are not taken by the grievant or the Federation, or appeals therein provided are not taken or filed by the grievant or the Federation, or notice not given by the grievant or the Federation within the time limits therein specified, then the grievance shall be deemed finally closed and settled on the basis of the Employer's last answer unless both parties mutually agree to extend the time limits. In any case where the Employer fails to meet time limits, the grievance may be filed at the next step unless the parties mutually agree to extend time limits.

### SECTION D. Matters Subject to Arbitration

Matters subject to arbitration shall be referred to the American Arbitration Association under Voluntary Rules except for the selection of an arbitrator who shall be chosen by alternate striking from a list of nine (9) provided by the American Arbitration Association. The first party to strike shall be determined by the flip of a coin.

Only grievances which involve an alleged violation by the Employer of a specific section or provisions of this Agreement which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration;
2. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator; such jurisdiction shall not give such arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom law of the industry;
3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement;
4. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based;
5. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties;
6. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties unless waived by the parties;
7. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance; and,

8. No arbitrator shall have the authority to remand an issue back to the parties for negotiations.

The fees and expenses of the arbitrator shall be borne equally by the Employer and the Federation. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Federation, and the academic employee(s) affected, consistent with the terms of this Agreement.

## **ARTICLE XVII: SAVINGS CLAUSE**

It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to any existing or future law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

This Agreement shall be subject to subsequent modification by the Legislature.

## **ARTICLE XVIII: MANAGEMENT RIGHTS**

The College reserves without limitation all of the rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of Washington, including all rights to direct, manage, and control the affairs of the College, except as they may be expressly and specifically limited by the provisions of this Agreement.

## **ARTICLE XIX: EVALUATIONS**

The primary goals of the evaluation for academic employees are to maintain excellence in education, promote student achievement and provide for professional growth. The Faculty Evaluation respects the diverse faculty roles and the uniqueness of different teaching styles and disciplines. It gives faculty members the opportunity to obtain useful and applicable information while assessing their performance with the purpose of improving instruction, supporting student learning, and enhancing their professional role. (RCW 28B.50.872 and Standard 2.B.6 of the Northwest Commission on Colleges and Universities.) Evaluations shall be fairly and equitably applied to all faculty employees.

Part-Time faculty and Full-Time Annual Contract faculty will receive a classroom observation by an administrator or designee during the first quarter, student evaluations every quarter for the first seven (7) quarters, one (1) classroom observation during each of the fifth and sixth quarters, and an evaluation every five (5) years thereafter, commencing five (5) years after the start of the first evaluation.

Faculty Evaluations shall be given to all tenured and Priority Associate faculty every five (5) academic years starting at the end of tenure process or at the conclusion of the initial evaluation cycle. The Joint Union/Management Committee is responsible for the review, revision, and approval of forms related to the evaluation process.

Faculty Evaluations shall consist of:

1. A meeting between evaluatee and evaluator prior to the classroom observation to discuss expectations and answer preliminary questions;
2. Classroom observation by Unit Administrator for two (2) quarters;
3. Student evaluations for all classes for two (2) quarters;

4. Optional faculty peer observation of either classroom or other professional contributions to the college. Observer shall be selected by the faculty being evaluated or by the Unit Administrator at the discretion of the faculty member;
5. A meeting between evaluatee and evaluator to review evaluations and observations after all classroom observations, peer evaluations and student evaluations are completed. This meeting should occur no later than the quarter following the end of the two quarter evaluation period, not to include summers; and,
6. An additional quarter of classroom and student evaluations may be requested by either the Unit Administrator or the faculty being evaluated.

An improvement plan may be required by the Unit Administrator in instances where required areas of growth have been noted based on the evaluation criteria.

## **ARTICLE XX: PERSONNEL FILES**

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

### SECTION A. Maintenance and Accessibility

1. The College Office of Human Resources shall maintain (an) official personnel file(s) for each academic employee. Each administrative unit shall maintain an official file for each academic employee employed through that unit.
2. These personnel files shall be accessible during normal business hours to the academic employee, the academic employee's authorized representative, the official bargaining representative for representational matters, appropriate administrative unit head, College President, appropriate vice president, and Office of Human Resources staff, or as otherwise required by operation of law. Other individuals shall not have access without specific authorization from the Human Resources head, or the appropriate administrative unit head.

### SECTION B. Contents for Human Resources File

1. The file(s) in the Office of Human Resources may contain the following types of information:
  - a. The job application materials submitted by the academic employee;
  - b. Transcripts and documentation of academic coursework, licensure, certification, etc.;
  - c. Records of all professional development activities submitted for PAC (salary schedule) credit subsequent to hiring;
  - d. Records and documents required to support the personnel/payroll system;
  - e. Records and findings developed pursuant to the steps outlined in Article VIII (Tenure), Article IX (Dismissal of Academic Employee), Article X (Reduction in Force), Article XIII (Fact-Finding), Article XVI (Grievance Procedure), and Article XIX (Evaluations) of the negotiated Agreement;
  - f. Documentation of employment history at Shoreline Community College (contract, assignment, FTE, salary, extended days, sabbatical, leave of absence, tenure award, leave records, etc.);

- g. Correspondence with or on behalf of the academic employee (appointment letters, TIAA-CREF election, letters of understanding regarding stipends, etc.);
- h. Information submitted by the academic employee for inclusion in the file; and,
- i. Information forwarded by the Unit Administrator or appropriate vice president pursuant to the provisions of Section C.2. below.

SECTION C. Contents for Administrative Unit File

1. The administrative unit file may contain the following types of information:

- a. Records, transcripts, etc., which attest to the preparation, competence, and professional achievements of the academic employee;
- b. Records of teaching assignments and other assignments allocated to the academic employee by the Unit Administrator;
- c. Those materials generated by the academic employee Evaluation System;
- d. Records of commendations, promotions, and honors;
- e. Information submitted by the academic employee for inclusion in the file;
- f. Such other correspondence or records as may be required to support day-to-day administrative matters regarding the academic employee; and,
- g. Written and signed documents (dated upon receipt or genesis by the Unit Administrator) concerning an academic employee's performance, supporting information developed in investigation of complaints, or recording attempts to counsel the academic employee and establish a program of activities to correct shortcomings; provided that:
  - (1) Inclusion of the above mentioned items (Article XX (Personnel Files) Section C.1.g.) shall include 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;
  - (2) Evidence of meeting the conditions of Article XX (Personnel Files) C.1.g.(1) will normally be 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 official file; and,
  - (3) Material covered under this Article XX (Personnel Files) Section C.1.g. shall be placed in the file within ninety (90) days of its receipt or genesis by the Unit Administrator. If material is not placed in the file within fourteen (14) days of its date, the academic employee shall be notified that the material is being held and shall have the right to view and copy the material. Failure to provide such notification and access shall prevent the material from being placed in any official file.

2. At the discretion of the Unit Administrator, and with notification to the academic employee, copies of all or any portion of the administrative unit file materials may be forwarded to the file in the Office of Human Resources, provided the conditions of Section C.1.g. (1), (2), and (3) have been met for written complaints/concerns about the academic employee's performance.



3. Faculty may request in writing removal of disciplinary action documents pursuant to Article XIII (Fact-Finding) Section D.

## **ARTICLE XXI: eLEARNING**

This Article establishes procedures and compensation guidelines for the preparation, presentation, transmission or retransmissions of electronically purveyed instruction (eLearning).

### SECTION A. Purpose

The purpose of teaching with technologies is to enrich and to increase availability of the curriculum offerings to students.

### SECTION B. Definitions

If there is future need to define, redefine or clarify types of eLearning courses, the State Board for Community and Technical Colleges' table shall be used.

1. Online Course: A course that uses web-based tools and where one hundred percent (100%) of the instruction and interaction between instructor and student is done online. (Proctored exams still allow for this classification unless it is required that the exam be taken on campus.)
2. Hybrid Course: A course that displaces some, but not all, face-to-face class time with web-based tools.
3. Web-Enhanced Course: A course that does not replace any face-to-face seat time, and access to web-based tools is required.
4. Intellectual Property: Ownership of Intellectual Property created through eLearning shall be governed by the provisions of Article VII (Terms and Conditions) Section E.10. (Copyrights, Patents and eLearning).
5. Privacy: The College shall take reasonable steps to ensure that the needs for privacy of email and online interaction are being respected as long as the employee is adhering to State Ethics laws and College policies for usage. In cases where usage must be monitored administratively for adherence to Ethics guidelines, the employee shall be notified.
6. Conditions: Academic employees teaching eLearning courses are supported by Article VII (Terms and Conditions) and Article XIV (Leaves).

### SECTION C. Course Assignment Process

When assigning the teaching of Shoreline Community College's eLearning courses, the College shall:

1. Assign only academic employees who have been hired through the normal College hiring process(es);
2. Assign courses or sections to academic employees with demonstrated competency in the field or discipline, in conjunction with the division planning committee, following course assignment protocols;
3. Require an academic employee to teach an eLearning course or section only when needed to have a full load (a faculty member will be required to teach no more than one (1) eLearning course or section per quarter unless program offerings necessitate additional eLearning assignments); and,

4. Offer to the academic employee timely and specific training necessary for successful and effective instruction unless the academic employee already possesses the required skills (the College will not assign an eLearning class to an academic employee who lacks online training).

#### SECTION D. Course Development Approval Process

When the College wishes to develop eLearning curricula, the College shall first offer all Shoreline faculty the opportunity to submit an application to develop the course(s).

Faculty interested in developing a new totally-online course or converting a current face-to-face course into a totally-online course shall prepare a Request for Proposal (RFP) which shall include the following:

1. Course number, title, academic area(s), and number of credits;
2. A short list of questions identified as issues in the development of this online course;
3. If the course is a professional-technical course, confirmation that the faculty member is vocationally certified or has a plan to become certified; and,
4. Signature or approval by the Unit Administrator.

The VP will make the final approval, after consultation with appropriate Unit Administrators, in the awarding of the development of the online course.

Faculty members selected to develop eLearning courses shall receive appropriate training in Best Practices and Quality Matters as well as technological support.

#### SECTION E. Course Development Compensation

Faculty developing eLearning courses, as a College-sponsored effort, shall be compensated as follows:

1. Creation of a new course in a totally-online format: \$450 per credit; and,
2. Conversion of an existing face-to-face course to a totally-online format: \$300 per credit.

Depending on funding availability, other forms of eLearning course development may be considered using the RFP process described in Section D above.

Development funds will not be awarded for eLearning courses that are primarily developed with publishers' course cartridges.

All other terms and conditions related to this activity will be as outlined in the Agreement for Providing Content Materials for Shoreline Community College Produced Online Courses.

#### SECTION F. Workload

1. Course Capacities: Course capacities for fully-online courses shall be set at thirty (30) students, unless the Master Course Outline specifies a lower number due to course design and the amount of instructor/student contact needed to achieve course learning outcomes; in such case, the course capacity shall be that number. A course capacity above thirty (30), or above the stated Master Course Outline capacity, may be approved with the mutual agreement of the program faculty and the Unit Administrator.

2. Contact Hours: The contact hour load for an eLearning course or section shall be equivalent to that for a face-to-face course.
3. Mentors: Faculty experienced in teaching eLearning classes are encouraged to serve as mentors to faculty new to eLearning, and who did not receive such training when they were new to the College. Selection of mentors shall follow the process outlined in Appendix A (Compensation) Article III (Mentors).

#### SECTION G. Off-Site eLearning Office Supplies

The College will assist eLearning faculty with off-site office supplies in accordance with Teleworking Policy 4600 and its associated Procedural Guidelines.

#### SECTION H. eLearning Evaluations and Observations

1. Student Evaluations: The form used for student evaluations of fully online courses must be approved by the JU/MC and will be completed online.
2. Online Course Observation Procedures.
  - a. Observations for the purposes of faculty evaluations as described in Article XIX (Evaluations) and in Article VIII (Tenure) Section F.4., shall be conducted as follows:
    - (1) The observer will confirm an appointment with the faculty being observed;
    - (2) The faculty being observed will choose whether to allow observer to have a forty-eight-hour access "window" to online course, or to arrange a face-to-face meeting in an amount of time comparable with a face-to-face course; and,
    - (3) The faculty being observed, and the observer, will pre-arrange the level of access the observer will have, with a minimum of Observer Level of access.
  - b. All concerns or complaints received regarding a particular online course should be referred to the general complaint process.

### **ARTICLE XXII: PRIORITY ASSOCIATE FACULTY**

Part-Time faculty who have been employed at an average of fifty percent (50%) time or more for twelve (12) of the last fifteen (15) consecutive quarters (excluding summer quarter), and who have satisfactorily completed one (1) faculty evaluation during the final three (3) quarters of their qualifying period shall be placed on a department/division priority employment list and receive a minimum fifty percent (50%) load assignment per quarter, excluding summer, subject to the conditions described in this article. Assignments shall be made by the Unit Administrator with consideration given to each faculty member's stated preferences and shall be based on qualifying course lists. Course lists shall be created by the faculty from the relevant department(s).

#### SECTION A. Eligibility

1. Part-Time faculty are eligible for Priority Associate status if employed an average load of fifty percent (50%) or more for twelve (12) of the last fifteen (15) consecutive quarters (excluding summer quarter) and if satisfactorily evaluated during the final three (3) quarters of their qualifying period. For the purposes of this section, such evaluation shall consist of student evaluations from two (2) quarters and a classroom observation from one (1) quarter.

2. Priority Associate assignments based on qualifying course list. Qualifying courses are courses that a Part-Time has successfully taught at least once during the Priority Associate qualifying period at Shoreline Community College.
3. Priority Associate status is not available to Tenured, Probationary, RIFed, or retired academic employees.

#### SECTION B. Priority Associate Process

During the ninth quarter of potential eligibility for Priority Associate status, HR will notify the candidate of such potential status and indicate the need for a satisfactory administrative evaluation, including two (2) quarters of student evaluations during the final three (3) quarters, if applicable.

The Office of Human Resources shall update and publish the Priority Associates list quarterly for each division and department including advising, counseling and the library. Copies of lists shall be forwarded to the Federation President.

#### SECTION C. Load and Process for Class Assignment

##### 1. Loads.

Based on available classes and/or non-instructional workload needs, a minimum of fifty percent (50%) load will be offered to all Priority Associates.

##### 2. Class Assignments.

- a. To allow for expansion of the faculty hiring pool and in order to forward the Strategic goals of the College, a defined number of sections shall be reserved for assignment within the division. The number of reserved sections for each division shall be determined by multiplying two (2) sections times the number of departments in the division. (The number of departments will be determined by the RIF units.) After regular Full-Time faculty assignments and, if requested, one (1) Full-Time faculty moonlight assignment are filled, Priority Associate faculty within a department will be assigned a minimum fifty percent (50%) load of classes they are qualified to teach but before Part-Time assignments are made, with the exception of sections reserved by divisions that may be assigned to Part-Time faculty to expand the hiring pool.
- b. After all contractual load obligations have been met, additional available classes shall first be offered to Priority Associates for up to one hundred percent (100%) load. Part-Time faculty may be assigned any load up to or exceeding 100% for any number of quarters understanding that Part-Time appointments are non-tenurable.
- c. Part-Time and Priority Associate positions are not eligible to be applied to the tenure track process, and they will not be assigned an Appointment Review Committee.

#### SECTION D. Class Cancellation

Prior to the date for division submission of quarterly final course construction to the lead academic officer, changes can be made to the schedule without classes being considered canceled. Any classes removed after that date will be considered canceled. The process for determining if a class has been canceled versus being removed from the schedule is as follows:

1. The date for division submission of quarterly final course construction to the lead academic officer will be provided to the Federation and faculty at the same time the timeline is provided to the unit administrators and support staff.
2. The College will provide written notification to the Priority Associate faculty and the Federation that the reason a low enrolled class is being allowed to go is due to the invocation of Article XXII (Priority Associate Faculty) Section D (Class Cancellation) no later than five (5) college business days before the start of the quarter, or, for winter quarter, no later than the first day the college is open after the scheduled winter break closure if fewer than five (5) college business days before the start of winter quarter.

If assigned classes are canceled due to enrollment:

3. Priority Associates' loads may be met by assigning classes that would otherwise be assigned to non-Priority Associate faculty. If a class assigned to a Priority Associate faculty is canceled or reassigned (to fill a Full-Time faculty workload), that Priority Associate faculty shall have a guaranteed minimum 50% workload for one (1) quarter.
4. The guaranteed minimum 50% workload may be met in the following ways:
  - a. Being offered two (2) options of classes from the qualifying course list;
  - b. Being reassigned a class assigned to a non-priority Associate up to and including two (2) weeks prior to first instructional day;
  - c. Being assigned to teach a low enrolled (for the purposes of this section, defined as sixty percent (60%) or less than the established class cap) class for the quarter except when a class exceeds sixty percent (60%) threshold by the tenth day of the quarter; the class will no longer be considered canceled, and the faculty member and the Federation will be so notified; or,
  - d. Being assigned non-teaching duties. The intent is that when possible, any non-teaching assignment will not conflict with other prior obligations of the faculty. Use the following method when calculating the approximate number of hours needed for a non-instructional assignment in order to fulfill the 50% FTE load requirement when Priority Associates do not have 50% instructional load assignment:

Non-Instructional FTE Calculation:

$$\begin{aligned}
 & \textit{Non-Instructional Assignment FTE Load Percent} \\
 & = \textit{50\% FTE Load Guarantee} \\
 & - \textit{Instructional FTE Load Percent}
 \end{aligned}$$

Salary Owed Calculation:

$$\textit{Total Salary Owed} = \textit{Individual's Salary} \times \textit{50\% FTE Load Guarantee}$$

*Non---Instructional Salary*

$$\begin{aligned}
 & = \textit{Non---Instructional Assignment FTE Load Percent} \\
 & \times \textit{Total Salary Owed}
 \end{aligned}$$

Approximate Hours Calculation:

*Approximate Hours*

$$= \text{Non-Instructional Assignment FTE Load Percent} \\ \times 301 \text{ Approximate Hours}$$

Where: 33% FTE Load = 100 approximate hours; and 100 approximate hours x 3 = 301 approximate hours for 100% FTE.

5. In the event the guaranteed one (1) quarter workload cannot be met in the above ways, the Priority Associate shall be paid for the full assigned load for one (1) quarter only.
6. Two (2) or more consecutive quarters (not including summer quarter) involving class cancellations due to enrollment or reassignments (to fill a Full-Time faculty workload) will not qualify the Priority Associate faculty member for reassigned classes, work or payment for a guaranteed minimum assigned load.

SECTION E. Inactive Priority Associate Faculty

Priority Associates can be declared “Inactive” without losing their status in the event of:

1. A serious health condition;
2. A lack of available classes; or,
3. Faculty request for non-assignment of classes for up to three (3) consecutive quarters (excluding summer).

SECTION F. Loss of Priority Status

Circumstances that may result in the loss of Priority Associate status include:

1. Priority Associates who refuse their class assignment for four (4) continuous quarters (summer quarter excluded), or who submit a notice of resignation shall be dropped from the Priority Associate list and their accumulated hours shall be forfeited. It will be necessary to re-establish eligibility by meeting the fifty percent (50%) average assignment for twelve (12) of the subsequent fifteen (15) quarters with satisfactory evaluations; or,
2. Priority Associate List Removal.
  - a. Priority Associate faculty may be removed from the list in the event of a documented pattern of complaints when an improvement plan has been implemented and found unsuccessful.
  - b. Priority Associate faculty may be removed from the list in the event of an unsatisfactory evaluation when an improvement plan has been implemented and found unsuccessful.

SECTION G. Evaluation

Priority Associate faculty evaluations occur every five (5) years after the award of Priority Associate Status, and shall consist of classroom observation by Unit Administrator or designee, student evaluations, and an optional faculty peer observation. See Article XIX (Evaluations) for complete description of Faculty Evaluations.

## SECTION H. Rights and Privileges

1. Priority Associate faculty will be able to utilize available Professional Development funds during summer quarter.
2. Whenever feasible, Priority Associate faculty will receive paychecks on the same schedule as Full-Time faculty. To accomplish this, the Priority Associate contracts will begin on the first day of Opening Week, with the requirement that the faculty member complete assigned training between the first day of Opening Week fall quarter and the last day of spring quarter.

## **ARTICLE XXIII: FACULTY PROGRAM COORDINATORS**

### SECTION A. Definition of a Faculty Program Coordinator

1. A Faculty Program Coordinator Unit (FPC Unit) is defined as a group of one or more departments (administrative units) for which FPC duties are assigned to a single FPC position.
2. Faculty who carry out Faculty Program Coordinator work and perform administrative duties as defined in Appendix A (Compensation) Article X (Faculty Program Coordinator) for a particular FPC Unit that are related to the maintenance of quality instruction and program integrity, while maintaining employment status as faculty and adhering to all aspects of this Agreement. Faculty Program Coordinator responsibilities are in addition to professional obligations defined in Article VII (Terms and Conditions of Employment) Section C (General Workload Expectations) and the Coordinator will be compensated for those responsibilities based on the process defined in Article XXIII (Faculty Program Coordinators) Section B (Selection Process and Duties of Faculty Program Coordinators).
3. Faculty Program Coordinators do not make administrative personnel decisions, such as supervising or disciplining faculty. They shall not direct faculty to perform duties, make decisions about faculty rights and responsibilities, or compensation.

### SECTION B. Selection Process and Duties of Faculty Program Coordinators

1. Each Unit Administrator, using the FPC checklist (*See* Appendix A (Compensation) Article X (Faculty Program Coordinators)) for guidance, will consult with the affected unit faculty and agree upon tasks and related responsibilities for each FPC position in the academic employee's unit. The creation or modification of FPC positions will involve the use of the Request for FPC Form. The Unit Administrator and affected unit program faculty will identify priorities for the FPC assignment as needed. The unit administrator shall use the process defined in Appendix A (Compensation) Article X (Faculty Program Coordinators) Section A (Compensation) for estimating the number of hours required to perform FPC administrative duties.
2. Written job descriptions of Faculty Program Coordinator positions will be distributed to all academic employees in the appropriate administrative unit, the VP, and the Federation President before the Faculty Program Coordinator selection is made for that unit.
3. The Faculty Program Coordinator will be appointed by the Unit Administrator, in consultation with discipline faculty. Acceptance of Faculty Program Coordinator's responsibilities shall be optional and no faculty shall be required to accept the program coordinator's position regardless of compensation or availability.
4. The Unit Administrator shall review the Faculty Program Coordinator job responsibilities annually in consultation with the affected unit program faculty, including the Faculty Program Coordinator.

5. The Faculty Program Coordinator or any affected faculty member may request a job responsibilities review as the need may arise, outside of the annual review of the position required.
6. Any duties required outside of the list of duties agreed upon in the distributed job description will be paid in addition to the required duties in the job description and shall be agreed upon by the VP and the Federation President.
7. Any adjustments made in the Faculty Program Coordinator job description affecting costs must be pre-approved by the VP.
8. Faculty Program Coordinator trainings shall be provided during Opening Week with the possibility of other on-going FPC trainings outside Opening Week.
  - a. The Federation and the College shall mutually agree upon topics about which FPCs will be trained.
  - b. The Federation and the College shall jointly develop and provide those trainings for FPCs.

#### SECTION C. Eligibility for Faculty Program Coordinators

1. Eligibility may not always be applicable to professional technical programs, due to particular certification requirements. When in question, work in consultation with the Federation President and faculty in the program; and,
2. Faculty that have worked at the College for three (3) years or more are eligible to be a Faculty Program Coordinator. In unusual circumstances, the three-year requirement can be relaxed with the agreement of the faculty member involved and in consultation with the Unit Administrator and the Federation President.

#### SECTION D. Compensation

Compensation is identified in accordance with Appendix A (Compensation) Article X (Faculty Program Coordinator).

### **ARTICLE XXIV: COMPENSATION AND BENEFITS**

Compensation and benefits shall be handled in accordance with Appendix A (Compensation).

### **ARTICLE XXV: NEW TENURE LINES**

The College agrees to create, recruit, and hire a total of four (4) new tenure-track positions between the period of July 1, 2019 and June 30, 2022. The College will determine the discipline for each of the four (4) tenure-track positions and these positions will be created as new tenure-lines, not replacing or utilizing funding for tenured positions already in place. This article does not impact the College's ability to utilize Article X (Reduction in Force) as needed, nor does it create a requirement to retain any positions that become vacant through separation or retirement.

### **ARTICLE XXVI: STATEMENT OF INCLUSIVE EXCELLENCE**

The Administration and the Federation agree that at Shoreline Community College, our commitment to diversity and inclusion is crucial to fulfilling our mission.

As a college that values inclusive excellence, we are committed to having a faculty that reflects the diversity of our students. A diverse staff allows us to effectively draw on different perspectives to enhance the quality



our teaching, deepen the relevance of our strategic plan, and enhance our efficiency and effectiveness. Therefore, we strive to attract, retain, and develop a pool of talent that is diverse along many dimensions, and to leverage the diverse knowledge and experiences of all our employees.

An inclusive work environment encourages different perspectives to be presented and given a fair hearing and accepts diversity of thought as valuable and consequential. At the same time, "Shoreline Community College does not tolerate hateful, violent, or discriminatory actions that target any person or group based on their beliefs, customs, identity, or affiliations."<sup>1</sup> We welcome the wide range of experiences and viewpoints that a diverse faculty can bring to the College, including those based on nationality, gender, culture, educational and professional backgrounds, race, ethnicity, sexual orientation, gender identity and expression, disability, and age differences, job classification and religion.

We seek to leverage the proven benefits of enhanced innovation and creativity, greater productivity and increased student success that derive from a well-managed, diverse, and inclusive academic environment. Therefore, we are committed to ensuring that the Shoreline Community College faculty is diverse and inclusive.

## **ARTICLE XXVII: UNINTERRUPTED INSTRUCTIONAL ACTIVITIES**

The Employer and the Federation agree that the public interest requires efficient and uninterrupted performance of all District services and, to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Federation shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with District functions by academic employees under this Agreement and should same occur, the Federation agrees to take appropriate steps to end such interference. Any concerted action by academic employees in the bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.

## **ARTICLE XXVIII: SCOPE OF AGREEMENT**

This Agreement constitutes the negotiated agreement between the Employer and the Federation and supersedes any previous agreements or understandings, whether oral or written, between the parties.

Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

All commitments regarding compensation and economic fringe benefits required by this Agreement, including Appendix A, and any subsequent modification thereof, may utilize funding from both legislative and local appropriation.

## **ARTICLE XXIX: TIME COMPUTATION**

1. Unless otherwise specifically stated, the term "day" as used in this Agreement shall exclude Saturdays, Sundays, and holidays observed by the Employer and all days between fall, winter, spring and summer quarters. Quarters include fall, winter, spring and summer and are defined as the days included in the annual academic calendar for which a faculty member is on contract with the College and includes opening week as well as days assigned in compliance with Article VII (Terms and Conditions of Employment) Section B. (Contract Days/Academic Calendar).

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<sup>1</sup> Community Standard Statement at Shoreline Community College. Note: The Diversity Statement of the IMF has been revised and adapted to create Shoreline Community Colleges Statement of Inclusive Excellence.

2. In computing the time prescribed or allowed by any provision the day of the act or event from which the designated period of time begins to run shall not be included.
3. Notification required by this Agreement may be accomplished by personal service (with acknowledgment of receipt) or certified mail.

## **ARTICLE XXX: DURATION**

### SECTION A. Duration

This Agreement shall remain in full force and effect from July 1, 2019, or upon ratification by both parties, whichever is earlier, through June 30, 2022. In the event that the parties have begun but not yet completed bargaining, and a successor Agreement has not been signed prior to the expiration of this document, the parties may, by mutual agreement, extend the duration of the contract by up to one year at a time or until a new Agreement has been duly authorized by the Federation and the Employer, whichever, is shorter.

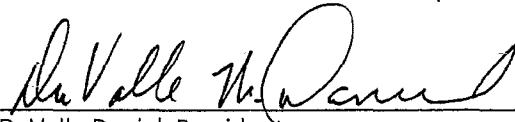
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SECTION B. Funding

Appendix A (Compensation): Compensation may be reopened any time a legislatively authorized funding source has been mutually bargained, including for funds other than a legislative appropriation. Negotiations for a successor agreement shall commence upon the request of either party on or after April 1, 2021.

Signed this 26th day of June, 2019


FOR: SHORELINE COMMUNITY COLLEGE  
FEDERATION OF TEACHERS

BY:   
DuValle Daniel, President

FOR: BOARD OF TRUSTEES OF  
SHORELINE COMMUNITY COLLEGE  
DISTRICT NUMBER VII

BY:   
Clara Pellham, Chair

Approved as to form:

  
John D. Clark  
Assistant Attorney General  
State of Washington

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# **A G R E E M E N T**

## **APPENDIX A: COMPENSATION**

**Effective July 1, 2019 through June 30, 2022**

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# **APPENDIX A COMPENSATION**

## **ARTICLE I: ACADEMIC EMPLOYEE COMPENSATION**

### SECTION A. Academic Employee Salary Schedules

New academic employees contracting with the College for academic years during the period of the Agreement shall be placed upon the Full-Time or Part-Time Salary Schedules below in accordance with Section C. (Academic Employee Initial Placement). Returning and renewing academic employees shall maintain a salary level consistent with Section B. (Academic Employee Funding) and Section D. (Academic Employee Advancement).

In the event additional funding for academic employees outside of that listed in Section B. (Academic Employee Funding) is provided and authorized for salary increases and/or increments during this Agreement, the parties agree to reopen Section A. (Academic Employee Salary Schedules) to determine the distribution of the salary increase.

[continued next page]

1. Full-Time Salary Schedule (Annual Base).

Level	Annual Base Salary	Section C: New FTF Salary Placement	
		Education/Degrees Earned	Experience
1	\$49,150	BA, Voc Certificate	Less than 1 yr
2	\$51,378	BA, Voc Certificate MA, MS, MBA or equiv.	1 - 1.99 yrs Less than 1 yr
3	\$53,606	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	2 - 2.99 yrs 1 - 1.99 yrs Less than 1 yr
4	\$55,834	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	3 - 3.99 yrs 2 - 2.99 yrs 1 - 1.99 yrs
5	\$58,063	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	4 - 4.99 yrs 3 - 3.99 yrs 2 - 2.99 yrs
6	\$60,291	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	5 - 5.99 yrs 4 - 4.99 yrs 3 - 3.99 yrs
7	\$62,519	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	6 - 6.99 yrs 5 - 5.99 yrs 4 - 4.99 yrs
8	\$64,747	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	7 - 7.99 yrs 6 - 6.99 yrs 5 - 5.99 yrs
9	\$66,976	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	8 - 8.99 yrs 7 - 7.99 yrs 6 - 6.99 yrs
10	\$69,204	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	9 - 9.99 yrs 8 - 8.99 yrs 7 - 7.99 yrs
11	\$71,432	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	10 - 10.99 yrs 9 - 9.99 yrs 8 - 8.99 yrs
12	\$73,660	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	More than 11 More than 10 More than 9
13	\$75,888	—	—
14	\$78,117	—	—
15	\$80,345	—	—
16	\$82,573	—	—
17	\$84,801	—	—
18	\$87,030	—	—
19	\$89,258	—	—
20	\$91,486	—	—



2. Part-Time Salary Schedule (Quarterly Base at 100% Load).

	Quarterly Base	Quarterly Base	Section C: New PTF Salary Placement	
Level	Salary 2019-2020	Salary 2020-2021	Education/Degrees Earned	Experience in Yrs
1	\$12,420	\$12,768	BA, Voc Certificate	Less than 1 yr
2	\$12,983	\$13,347	BA, Voc Certificate MA, MS, MBA or equiv.	1 - 1.99 yrs Less than 1 yr
3	\$13,546	\$13,926	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	2 - 2.99 yrs 1 - 1.99 yrs Less than 1 yr
4	\$14,109	\$14,505	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	3 - 3.99 yrs 2 - 2.99 yrs 1 - 1.99 yrs
5	\$14,673	\$15,083	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	4 - 4.99 yrs 3 - 3.99 yrs 2 - 2.99 yrs
6	\$15,236	\$15,662	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	5 - 5.99 yrs 4 - 4.99 yrs 3 - 3.99 yrs
7	\$15,799	\$16,241	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	6 - 6.99 yrs 5 - 5.99 yrs 4 - 4.99 yrs
8	\$16,362	\$16,820	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	7 - 7.99 yrs 6 - 6.99 yrs 5 - 5.99 yrs
9	\$16,925	\$17,399	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	8 - 8.99 yrs 7 - 7.99 yrs 6 - 6.99 yrs
10	\$17,488	\$17,978	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	9 - 9.99 yrs 8 - 8.99 yrs 7 - 7.99 yrs
11	\$18,051	\$18,556	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	10 - 10.99 yrs 9 - 9.99 yrs 8 - 8.99 yrs
12	\$18,614	\$19,135	BA, Voc Certificate MA, MS, MBA or equiv. PhD or equiv.	More than 11 More than 10 More than 9
13	\$19,177	\$19,714	—	—
14	\$19,740	\$20,293	—	—
15	\$20,303	\$20,872	—	—
16	\$20,866	\$21,451	—	—
17	\$21,429	\$22,030	—	—
18	\$21,993	\$22,608	—	—
19	\$22,556	\$23,187	—	—
20	\$23,119	\$23,766	—	—

**SECTION B. Academic Employee Funding**

1. The following appropriations are announced by the state for the biennium corresponding to the first two years of this Agreement with effective date with effective date as shown:
  - a. Three-point-two percent (3.2%) salary increase effective July 1, 2019;
  - b. Five-point-zero percent (5.0%) salary increase for King County workers effective July 1, 2019; and,
  - c. Two-point-eight percent (2.8%) salary increase effective July 1, 2020.
2. Full-Time Incremental Funding.
  - a. The increases above in Section B. (Academic Employee Funding) 1.a.-c. shall be applied as an incremental advancement to eligible Full-Time Faculty Salary Schedule (see Section A. (Academic Employee Salary Schedules) 1.).
    - (1) An eligible Full-Time faculty is defined as having completed at least one (1) year in a Full-Time faculty position with employment in a Full-Time faculty position as of the effective date of the funding listed in Section B. (Academic Employee Funding) 1.a.-c. above.
  - b. The incremental advancement applied to eligible Full-Time faculty salary levels will be calculated separately for each salary increase shown in Section B. (Academic Employee Funding) 1.a.-c. as shown below:

$$\text{Incremental Amount} = \text{Annual Base Salary} \times \text{Salary Increase Percent}$$

$$\text{New Salary} = \text{Existing Salary} + \text{Incremental Amount}$$

$$\text{Level Increase} = \frac{\text{Incremental Amount}}{\text{Incremental Difference Between Salary Levels}}$$

$$\text{New Level} = \text{Existing Level} + \text{Level Increase}$$

Level	Annual Salary	7/1/2019 (1 Year of Eligible Service)					7/1/2020 (1 Year of Eligible Service)					7/1/2020 (2 Years of Eligible Service)				
		3.2% Amount	5.0% Amount	Level Change	New Level	New Salary	2.8% Amount	Level Change	New Level	New Salary	2.8% Amount	Level Change	New Level	New Salary		
1.0	\$49,150	\$1,573	\$2,536	1.8	2.8	\$53,259	\$1,376	0.6	3.5	\$54,635	\$1,491	0.7	3.5	\$54,750		
2.0	\$51,378	\$1,644	\$2,651	1.9	3.9	\$55,673	\$1,439	0.6	4.6	\$57,112	\$1,559	0.7	4.6	\$57,232		
3.0	\$53,606	\$1,715	\$2,766	2.0	5.0	\$58,088	\$1,501	0.7	5.7	\$59,589	\$1,626	0.7	5.7	\$59,714		
4.0	\$55,834	\$1,787	\$2,881	2.1	6.1	\$60,502	\$1,563	0.7	6.8	\$62,065	\$1,694	0.8	6.9	\$62,196		
5.0	\$58,063	\$1,858	\$2,996	2.2	7.2	\$62,917	\$1,626	0.7	7.9	\$64,542	\$1,762	0.8	8.0	\$64,678		
6.0	\$60,291	\$1,929	\$3,111	2.3	8.3	\$65,331	\$1,688	0.8	9.0	\$67,019	\$1,829	0.8	9.1	\$67,160		
7.0	\$62,519	\$2,001	\$3,226	2.3	9.3	\$67,746	\$1,751	0.8	10.1	\$69,496	\$1,897	0.9	10.2	\$69,643		
8.0	\$64,747	\$2,072	\$3,341	2.4	10.4	\$70,160	\$1,813	0.8	11.2	\$71,973	\$1,964	0.9	11.3	\$72,125		
9.0	\$66,976	\$2,143	\$3,456	2.5	11.5	\$72,575	\$1,875	0.8	12.4	\$74,450	\$2,032	0.9	12.4	\$74,607		
10.0	\$69,204	\$2,215	\$3,571	2.6	12.6	\$74,989	\$1,938	0.9	13.5	\$76,927	\$2,100	0.9	13.5	\$77,089		
11.0	\$71,432	\$2,286	\$3,686	2.7	13.7	\$77,404	\$2,000	0.9	14.6	\$79,404	\$2,167	1.0	14.7	\$79,571		
12.0	\$73,660	\$2,357	\$3,801	2.8	14.8	\$79,818	\$2,062	0.9	15.7	\$81,881	\$2,235	1.0	15.8	\$82,053		
13.0	\$75,888	\$2,428	\$3,916	2.8	15.8	\$82,233	\$2,125	1.0	16.8	\$84,358	\$2,303	1.0	16.9	\$84,535		
14.0	\$78,117	\$2,500	\$4,031	2.9	16.9	\$84,647	\$2,187	1.0	17.9	\$86,835	\$2,370	1.1	18.0	\$87,017		
15.0	\$80,345	\$2,571	\$4,146	3.0	18.0	\$87,062	\$2,250	1.0	19.0	\$89,311	\$2,438	1.1	19.1	\$89,500		
16.0	\$82,573	\$2,642	\$4,261	3.1	19.1	\$89,476	\$2,312	1.0	20.1	\$91,788	\$2,505	1.1	20.2	\$91,982		
17.0	\$84,801	\$2,714	\$4,376	3.2	20.2	\$91,891	\$2,374	1.1	21.2	\$94,265	\$2,573	1.2	21.3	\$94,464		
18.0	\$87,030	\$2,785	\$4,491	3.3	21.3	\$94,305	\$2,437	1.1	22.4	\$96,742	\$2,641	1.2	22.5	\$96,946		
19.0	\$89,258	\$2,856	\$4,606	3.3	22.3	\$96,720	\$2,499	1.1	23.5	\$99,219	\$2,708	1.2	23.6	\$99,428		
20.0	\$91,486	\$2,928	\$4,721	3.4	23.4	\$99,134	\$2,562	1.1	24.6	\$101,696	\$2,776	1.2	24.7	\$101,910		

- c. The Level Change shown at each level in the above chart is the increment applied to individual faculty salary levels and the percent amount is the dollar amount of change.
- d. The College or the Federation may request to open negotiations for any declared and authorized state COLA effective for 2021-2022; however, it is agreed that the appropriation shall be used for incremental advancement using the same methodology in 2019-2020 and 2020-2021 unless the College and the Federation mutually agree to change the methodology during the negotiations.

### 3. Part-Time Salary Schedule Increase (COLA).

The salary increases in Section B. (Academic Employee Funding) a.-c. have been applied and are reflected as a Cost-of-Living-Adjustment (COLA) increase to the Part-Time Salary Schedule in Appendix A.2. Up to a total of one point six three percent (1.63%) of the next COLA increases authorized and appropriated by the state for the duration of this contract will be applied to the Part-Time Salary Schedule as a COLA increase to each salary level. In the event additional funds beyond the one point six three percent (1.63%) COLA are authorized and appropriated by the state, those additional funds shall be applied as an incremental advancement to Part-Time Faculty employed at the time the funds take effect. The next COLA portion applied to Part-Time faculty Salary Schedule brings the quarterly salary differential between Full-Time and Part-Time Faculty from seventy (70%) percent to eighty (80%). It is agreed that Part-Time faculty workload is generally considered 80% of the Full-Time faculty workload. This workload ratio has been established by the summer quarter salary formula found in Appendix A (Compensation) Article IV (Summer Quarter).

### 4. Full-Time Annual Turnover Dollars.

Turnover savings are defined as the ongoing (permanent) difference between the compensation level of a Tenured or Probationary faculty employee who is no longer employed and the compensation level of the Probationary faculty replacement. The savings attributable to Tenured and Probationary faculty may be used for payment of increments to Tenured and Probationary faculty only. Turnover savings from other employee groups – such as classified, exempt, etc. – may not be used to pay faculty increments.

Turnover savings are defined as permanent savings and therefore do not include temporary savings that may be realized from such situations as vacant positions, temporary savings from faculty on leave, reassignment, sabbatical, savings resulting from reductions in force, Part-Time faculty, stipend pay or moonlight pay.

- a. JU/MC will confirm the amount of turnover savings at its last meeting of the fiscal year. Eligible hires made after that meeting will be counted in the following year's turnover savings.
- b. Turnover savings shall be applied as a partial increment funding to all Tenured and Probationary faculty employed at least one (1) year and who have submitted a professional development report by the spring deadline posted for the fiscal year being completed.
- c. Unless the Federation requests to open compensation negotiations at the JU/MC meeting identified in a. above, annual Turnover Dollars shall automatically be distributed in an equal amount as a partial increment increase to all eligible Tenured and Probationary faculty effective at the start of the coming fall quarter academic contract. By mutual agreement, the turnover savings amount approved by JU/MC for the 2017-18 academic year will be distributed by the method listed above.

5. Faculty Incentive Plan (FIP).

In addition to any legislative funding, future One-Time Annual Payment will be determined for payout and funding as triggered by a positive Net Position of the College and measured by the FIP Incremental Funding formula and Target Performance formula.

- a. The incremental payout is triggered by a positive Net Position of the College overall. Positive Net Position is defined as: (1) total state allocation operating budget (101); plus, (2) total revenue (145 for International Education only); plus, (3) tuition revenue (149); less, (4) expenditure associated with these revenue accounts.

*Net Position*

$$\begin{aligned} &= (\text{Total State Allocation Operating Budget} \\ &+ \text{Total Revenue for International Education} \\ &+ \text{Tuition Revenue}) \\ &- \text{Expenditure Associated with Revenue Accounts} \end{aligned}$$

- b. When the One Time Annual Payment calculation is triggered by a positive Net Position, the payment will be determined by the Target Performance formula and paid out no later than the second pay period following final agreement of the FIP payout.
- c. The Target Performance Formula funding is defined by the equation as follows:

*Target Performance*

$$= \text{Tuition Revenue} - (\text{Cost of Instruction} \times (1 + \text{Rate}))$$

Where:

- Tuition Revenue = “Operating Fees” as defined in RCW 28B.15.031, specifically excluding the amounts retained pursuant to RCW 28B.15.820 and transferred pursuant to RCW 28B.15.031(2) (currently Fund 149 Program Code 500 Operating Fees Account) and specifically including International Student Contract Revenue collected pursuant to RCW 28B.50.140(16) (currently Fund 145 Program Code 111).
  - Cost of Instruction = Expenditures under sub-object codes (AS\_SOBJ Codes) AE, AG, and AH as defined in the Fiscal Affairs Manual published and maintained by the State Board for Community and Technical Colleges. It does not include cost of fringe.
  - Rate = Federal Colleges and Universities Rate Agreement prevailing for the Current Year Target Performance period. (For reference: the current rate is thirty-five percent (35%) until 6/30/2022).
- d. The One-Time Annual Payment formula uses the four (4) most recent years: Current Year Target Performance is the most recently completed academic year, less the three (3) Prior Year Target Performance Average defined as a rolling average of the three (3) years immediately preceding the most recent year, and divided by two (2).

*OneTime Annual Payment*

$$= \frac{\text{Current Yr Target Performance} - 3 \text{ Prior Yr Target Performance Avg}}{2}$$

- e. Both the Net Position and the Target Performance Formula calculations of each complete fiscal year shall be provided to the Federation President and Federation Treasurer in the first full week of October and shall also include supporting documentation for the numbers upon request. Federation President shall provide written notice to the Employer of agreement or disagreement with the calculation within ten (10) days. The Employer and Federation President shall work together to promptly resolve any disagreement on the formula calculation. Disagreements not resolved by October 31 shall be referred to JU/MC for resolution. Upon agreement between the Employer and Federation President on the formula calculation, disbursement of the incentive pay shall be implemented. Any accounting change that may occur shall be normalized to continue the intent of the Target Performance Formula calculation.
- f. The One-Time Annual Payment will be distributed to all prior academic year faculty based on the fiscal calendar year beginning with summer, fall, winter, and spring quarters and using the College Payroll records for any discrepancies that may exist. The funds paid out are on a percentage basis of individual faculty earnings only for the previous fiscal year. All earnings from substitution will be included from both additional rate of pay and longer substitution positions paid at individual faculty salary rate. Extended Day pay will be included in faculty salary. All other stipend or additional rate of pay salary will be excluded including any salary other than faculty sub-object codes. Each individual faculty will have an individual percentage calculated from the full amount of individual faculty earnings. The individual percentage is multiplied by the One-Time Annual Payment to result in an individual dollar amount.

#### SECTION C. Academic Employee Initial Placement

1. Credit for past experience may be granted as follows:
  - a. One (1) year will be awarded for each year of full-time college teaching experience.
  - b. One (1) year will be awarded for each year of full-time non-college teaching experience that directly relates to the Shoreline Community College assignment.
  - c. One (1) year will be awarded for each year (twelve (12) months) of full-time vocational work experience that directly relates to the Shoreline Community College assignment.
  - d. In evaluating Part-Time college teaching experience, including teaching assistant experience, thirty-five (35) quarter credit hours shall be used as the basis for determining annual Full-Time teaching equivalency.
2. Newly hired Full-Time academic employees shall be placed at Level 1 through Level 12 on the Full-Time Salary Schedule above according to the following criteria (only degrees earned at accredited institutions are recognized).
  - a. Any Full-Time academic employee may be placed at a higher level between Level 2 and Level 12 on the salary schedule above in instances where the College President determines such exceptions to be in the best interests of the District.
  - b. At the time a recommended Full-Time faculty appointee is invited to appear for determination of salary placement, the Federation President shall be notified in recognition of the right to accompany appointees who desire such representation at the salary placement interview. With agreement of the recommended appointee, the Federation representative shall be given access to the transcript and application materials.
  - c. Salary placement for Tenured faculty returning to a Tenured faculty position from an Administrative Exempt or Managerial Exempt assignment with no break in employment service

to the school other than granted leave of absences, shall be placed at the Full-Time faculty level attained prior to the non-faculty assignment, plus any applicable increments that would have been received had they remained in their faculty assignment. This placement takes effect upon the return to the Tenured faculty position forward with no retroactive pay due for prior increments.

- d. Full-Time Annual Contract faculty and Pro-Rata academic employee contracts shall be placed once (described above) per period of consecutive contracts.
  - e. Salary placement for any academic faculty member concluding a Full-Time Annual Contract or a Pro-Rata appointment shall, upon their return to Part-Time faculty status, be credited with any increment advancement they would have received during their contract period had they remained in their Part-Time faculty assignment. This placement takes effect upon the return to the Associate faculty position forward with no retroactive pay due for prior increments.
3. Newly hired Part-Time academic employees shall be placed at Level 1 through 12 on the Part-Time Salary Schedule above according to the following criteria (only degrees earned at accredited institutions are recognized). Part-Time academic employees who refuse class assignment or who submit a notice of resignation and leave employment of the College for four (4) continuous quarters (summer quarter excluded), shall have the opportunity for placement as a newly hired Part-Time academic employee.

#### SECTION D. Academic Employee Advancement

##### 1. Full-Time.

###### a. Salary Grid Movement.

All advancement for Full-Time faculty is contingent upon the submission of a professional development report (see Section E. (Professional Development Report) below) and a legislatively authorized funding source that has been mutually bargained, including for funds other than a legislative appropriation. Consistent with other provisions of this Agreement, Full-Time academic employees shall be eligible to advance one (1) increment upon the completion of each full year of service and contingent upon authorized funding.

###### b. Promotion Upon Attaining Tenure.

Full-Time academic employees shall advance one (1) level on the current salary schedule effective the start of the next academic year following the awarding of tenure by the Board of Trustees. Probationary appointments starting in spring quarter and ending fall quarter of the fourth year shall advance winter quarter following the award of tenure. Such movement shall be considered a promotion and costs thereof shall not be charged against any salary increase allocations. Consistent with other provisions of this Agreement, this promotion award does not preclude a Candidate during the probationary period from: (1) advancement exceeding level twelve (12) placement; or, (2) receiving annual or other forms of incremental advancement.

###### c. Continuing Consecutive Annual Contracts

Full-Time Annual Contract and Pro-Rata academic employees on continuing consecutive annual contracts, moving to a probationary faculty appointment contract on the Full-Time Salary Schedule, or returning to a Part-Time assignment, shall suffer no loss in salary level between consecutive year's contract periods or placement in the new appointment.

## 2. Part-Time Salary Grid Movement.

All advancement for Part-Time faculty is contingent upon a legislatively authorized funding source that has been mutually bargained, including for funds other than a legislative appropriation. Consistent with other provisions of this Agreement, Part-Time faculty shall be eligible to advance one (1) increment the first quarter taught in the new academic year upon completion of three (3) quarters of service to the College, regardless of load. If less than three (3) quarters of service are completed in a single year, those quarters will be carried over and count as part of the three (3) quarters for the next year (only one-step movement is eligible to Part-Time each academic year. This does not impede incremental advancement from other funding sources. Completion of a professional development report is required for Part-Time faculty in professional technical programs that require professional development for state, certification, or accreditation requirements (see Section E. (Professional Development Report) and Article VII (Terms and Conditions) Section D. (Specific Workload Conditions/Expectations) 3.k.).

## 3. All Academic Employees.

### a. Additional Professional Degree.

Effective the quarter following the completion of an additional Master's degree, a PhD degree, and/or other professional degree outside of the educational requirements to teach in a particular discipline, such as a law degree or EdD, academic employees shall advance one (1) additional level on the current salary schedule. The effective start shall be the quarter after official transcripts/certification documenting the degree are submitted to the HR office. Such movement shall be considered a promotion and costs thereof shall not be charged against any salary increase allocations. Consistent with other provisions of this Agreement, the promotion award does not preclude: (1) advancement exceeding level twelve (12) placement; or, (2) receiving annual or other forms of incremental advancement.

### b. Incremental Advancement Not Limited.

Incremental advancement is not limited by the salary schedules shown in Section A. (Salary Schedules). New salary levels will be added as increments exceed the established incremental level adjusted by any Cost-of-Living-Adjustment. Incremental changes will be consistent with the differentials in place on the Salary Schedule at the time of change.

## SECTION E. Professional Development Report

By the last day of spring quarter each year, all Full-Time academic employees desiring to advance one (1) level shall provide to the appropriate Unit Administrator a statement describing all professional development completed for the preceding twelve (12) months.

## SECTION F. Substitutes

Employment of substitutes is an administrative responsibility. The rate of pay for substitutes who work less than the total classes scheduled in a week period (Sunday through Saturday) is at General Hourly Rate of Pay (\$50.00 per hour). The rate of pay for substitutes who work the full number of classes scheduled within a week period (Sunday through Saturday) or more in the same assignment shall be the appropriate Part-Time faculty rate of pay.

## SECTION G. General Hourly Rate of Pay

Except as provided elsewhere in this Agreement, the General Hourly Rate of Pay for academic employee assignments that are beyond their normal duties shall be \$50.00 per hour. The 2020-2021 General Hourly Rate of Pay shall be \$52.00 per hour. After 2020-2021, the General Hourly Rate of Pay shall be adjusted annually based on Cost-of-Living-Adjustment (COLA) or other appropriation in a percentage equal to the average percentage increase provided and applied using the same defined calculation applied to faculty salaries. The work shall be assigned and recorded and paid in periods of no less than 30-minute increments.

## SECTION H. Future Modification

In the event funding is provided from a legislatively authorized funding source that has been mutually bargained, including for funds other than a legislative appropriation, the parties agree to reopen this section to determine the distribution of the salary increase.

The parties mutually agree to hold limited reopeners within one (1) year of receiving guidance from the state regarding each area: (1) Compensation to address the state funding for Nursing; and, (2) “high demand” areas.

The parties mutually agree to have a limited reopener to address Article XXII (Priority Associate).

## **ARTICLE II: MENTORS**

The College agrees to pay \$1,000 to faculty members selected to serve as mentors for new Full-Time faculty in each year of this Agreement.

The mentors will be selected by mutual agreement of the Federation President and the VP, who shall also mutually agree to the number and duties of mentors to be selected in each year of the Agreement.

A proportional number of the College’s new Full-Time faculty for each academic year will be assigned to each mentor.

## **ARTICLE III: STUDENT AND INSTRUCTIONAL RELATED ACTIVITIES**

Academic employees whose assignments include activity advising shall be paid a stipend for that activity in accordance with the following schedule. The Employer may, however, grant released time in lieu of the stipend payment.

### Club Advising (See Policy 5222)

<b>Activity Type</b>	<b>Effective 2019-2020</b>	<b>Effective 2020-2021</b>
Level 1 – Contact Advisor	\$ 363 qtr	\$ 374 qtr
Level 2 – Resource Advisor	\$ 695 qtr	\$ 715 qtr
Level 3 – Coordinating Advisor	\$1,057 qtr	\$1,087 qtr

### Other Advising

<b>Activity Type</b>	<b>Effective 2019-2020</b>	<b>Effective 2020-2021</b>
Funkgroove	\$5,025 qtr	\$5,166 qtr
Choral Groups	\$5,025 qtr	\$5,166 qtr
Instrumental Music	\$5,025 qtr	\$5,166 qtr
Musicals*	\$3,742 qtr	\$3,847 qtr
Plays*	\$5,025 qtr	\$5,166 qtr



Video Production	\$5,025 qtr	\$5,166 qtr
Community Band	\$5,025 qtr	\$5,166 qtr
Ebbtide Lead	\$5,025 qtr	\$5,166 qtr
Ebbtide Ad Advisor	\$2,514 qtr	\$2,585 qtr
Spindrift Lead	\$5,025 qtr	\$5,166 qtr
Spindrift Art	\$2,514 qtr	\$2,585 qtr
Delta Epsilon Chi (DEC)	\$5,025 qtr	\$5,166 qtr

\*Stipends are paid per production. Productions include pre-production and post-production work as well as actual performances.

It is agreed that the above extra duty activities are separate from an academic employee’s normal duties and, therefore, exempt from tenure application. It is further agreed that nothing in this schedule shall be construed to require the Employer to maintain such programs. It is subject to modification by the Employer.

After 2020-2021, all stipends will be adjusted annually based on Cost-of-Living-Adjustment (COLA) or other appropriation in a percentage equal to the average percentage increase provided and applied using the same defined calculation applied to faculty salaries.

#### ARTICLE IV: SUMMER QUARTER

Pay for summer quarter Full-Time faculty whose work is limited to classroom instruction and office hours shall be based upon the following:

$$\text{Salary} = \text{Annual Base Salary} \times 0.264 \times \text{teaching load}$$

Where:

- Annual Base Salary = Salary in effect for the preceding quarter.
- Teaching Load = percent of one-third (1/3) of normal annual Full-Time teaching load.

Pay for summer quarter Part-Time academic employees shall be in accordance with Articles I (Academic Employee Compensation).

Pay for work other than classroom teaching shall be in accordance with Article VI (Extended Contract Days) of this Appendix. Nothing in this Article shall be construed to require the Employer to offer a summer quarter.

#### ARTICLE V: PART-TIME LIBRARIANS, COUNSELORS, and ACADEMIC ADVISORS

Part-Time faculty (reference librarians, counselors, and academic advisors) are compensated based on the number of hours worked per quarter. The work shall be recorded and paid in periods of no less than 30 minute increments. The “301 Quarterly Hours” worked is based on Faculty Program Coordinate scale agreement for Instruction Hours per Quarter (see Article X (Faculty Program Coordinators) Section A. (Compensation) 3. and Appendix B (Faculty Compensation Calculations) 5.).

#### ARTICLE VI: EXTENDED CONTRACT DAYS

An extended contract day shall be defined as a day beyond the basic 172-day commitment outlined in Article VII (Terms and Conditions of Employment) Section B.3., and Section D.2.

Salary shall be computed at the rate of 1/172 of the academic employee's base 172-day contract amount for each day of the extended assignment. Extended contracts shall be calculated based upon the salary in effect for the fiscal year during which the extended days were worked.

All extended assignments must be approved by the College President or designee and shall be specified in a separate, written contract executed between the academic employee and the Employer at least one (1) week prior to the first extended day to be worked.

Nothing in this Article shall be construed to require the Employer to offer extended contracts.

## **ARTICLE VII: SUPERVISING DENTISTS**

Supervising dentists are considered non-instructional faculty and perform responsibilities prescribed by law for the Dental Hygiene program offered at the College. Dentists remain coded under the applicable job class/salary level related to their highest degree held so that work completed each quarter counts towards their placement in the event that they are given a regular instructional assignment. The Rate of Pay for Supervising Dentists shall be \$60.00 per hour. (See Appendix B (Faculty Compensation Calculations) 7.).

The 2020-2021 General Hourly Rate of Pay shall be \$62.00 per hour. After 2020-2021, the Supervising Dentists Rate per Hour will be adjusted annually based on Cost-of-Living-Adjustment (COLA) or other appropriation in a percentage equal to the average percentage increase provided and applied using the same defined calculation applied to faculty salaries. The work shall be assigned and recorded and paid in periods of no less than 30-minute increments.

## **ARTICLE VIII: PROFESSIONAL GROWTH**

The Employer and the Federation recognize the need to strive for academic excellence in the field of education, including professional growth for its academic employees. To help defray the expense of professional improvement (including journals and professional membership dues) the Employer agrees to the following:

### **1. Full-Time Faculty.**

In each academic year during the duration of the Agreement, budget \$600 per annually contracted Full-Time academic employee to a professional growth and travel fund that is administered within the division in accordance with applicable state regulations. Every annually contracted Full-Time academic employee, including those on sabbatical, shall have the first option to use the Professional Growth Funds budgeted for the employee.

Beginning fall quarter 2017, each academic employee shall have the option of carrying forward all or part of the unspent \$600 from the first year of the biennium for use in the second year of the biennium. Options not declared by the end of winter quarter in the second year of the biennium shall result in release of the funds for the use of other academic employees' professional development.

Unused Full-Time Faculty Professional Growth Funds Process.

- a. At the of the biennium, all unused Full-Time faculty professional development funds shall be transferred to the Office of the Vice President for Student Learning and pooled within a single budget for the purposes of redistribution to unfunded Full-Time faculty professional development requests.

- b. Full-Time faculty must submit a request for additional professional development funds by the end of the third full week in spring quarter of the last year of the biennium to their Unit Administrator. These requests can reimburse for costs incurred in either year of the biennium.
- c. As with other Full-Time faculty requests, the Unit Administrator will review for the purpose of identifying whether the use of professional development funds adheres to state regulations.
- d. Approved requests will be forwarded from the Unit Administrator to the Vice President for Student Learning by the sixth full week of spring quarter of the last year in the biennium.
- e. The pooled funds will be divided by the number of individual Full-Time faculty applying for unmet expenditures. The resulting amount will be awarded to each Full-Time faculty, up to the full amount requested.
- f. This procedure will be repeated until all requests for unmet expenditures are met or the pooled funds are exhausted.
- g. If any funds remain, they will be applied to unmet needs from applications to the part-time pool funds. These requests can reimburse for costs incurred in either year of the biennium.
- h. If any funds remain after fulfilling all unmet need requests from Full-Time and Part-Time faculty, they will be applied to faculty growth and development expenses already incurred in the biennium.
- i. The College will provide a full account upon request of how those funds have been applied within existing budgets.

## 2. Part-Time Faculty.

In each academic year for the duration of the Agreement, \$39,000 will be made available for professional growth opportunities for Part-Time academic employees not otherwise employed as Full-Time employees. These funds will be coordinated, in accordance with applicable state regulations, by a joint committee composed of three (3) representatives of the Employer selected by the College and three (3) academic employees selected by the Federation. Professional growth opportunities may also include compensation for college sponsored professional development activities.

## 3. Unused Professional Development Funds.

Unused professional development funds shall be rolled from the first year of a biennium into the second year for professional development use by academic employees and unused funds shall be liquidated at the close of each biennium.

## 4. In-Service Day.

Beginning fall quarter 2016, one (1) full day, or its equivalent, may be removed from Opening Week and apportioned during winter quarter and/or spring quarter for professional development activities.

## **ARTICLE IX: EXCEPTIONAL FACULTY AWARD PROGRAM**

Following are the procedures for awarding the Exceptional Faculty Awards in accordance with RCW 28B.50.837-844:

1. Recommendation Committee for Identifying Possible Recipients: Two (2) faculty members and one (1) administrative member shall be appointed by their respective representatives on the Joint Union/Management Committee (JU/MC). In addition, the VP and the Shoreline Community College Foundation Director shall serve as permanent administrative members of the Committee. The appointed committee members shall serve a two-year term, except for the first year when one (1) of the faculty members shall serve a one-year term. In case of a vacancy, the appropriate JU/MC representatives will select an individual to serve out the term of the original appointment.
2. Duties of the Committee and Description of the Nominee Search: Committee members will be responsible for soliciting, ranking, and recommending nominees and preparing the written documentation for presentation to the Board of Trustees. The nominations process will be conducted during spring quarter each year. Nominations can be submitted by Shoreline Community College students, faculty, classified employees, administrators, alumni, Board members and Foundation members. Faculty may also apply directly.
3. Criteria for Nominations: To be nominated for the award, the committee will consider an academic employee's or group of academic employees' service to the employee's particular program or discipline, which includes at least one (1) of the following: (a) dedication, knowledge or expertise, or exceptional achievement in a discipline, program or academic or professional specialty; (b) outstanding teaching, advising/counseling or librarianship skills; or, (c) recognition of superior service in the classroom, library or advising/counseling duties.

To be eligible, an individual faculty member being considered must have the equivalent of nine (9) quarters of Full-Time or Part-Time work as a teacher, advisor/counselor, librarian, or program chair. A recipient of an individual award will not be eligible to receive another individual award for a period of five (5) years.

To be eligible for a group award, the members of the group must have a combined equivalent of eighteen (18) quarters of Full-Time or Part-Time work as a teacher, advisor/counselor, librarian, or program chair. In addition, group awards shall be used to cover expenses related to activities undertaken by or for the group. No individual shall receive a monetary award. As a group, these award recipients will not be eligible to receive another group award for a period of five (5) years.

4. Submission to the Board of Trustees: The committee shall submit a written recommendation with supporting rationale to the Board of Trustees through the Secretary to the Board.
5. Selection of Recipient(s) and Amount of Award(s): The Board of Trustees shall select the recipient(s) from the committee's recommended nominees and determine the amount of the individual awards. The Board may choose not to make an award. If questions arise about the committee's recommendation, the VP shall act as spokesperson for the committee.
6. Disbursement of Award(s): The Foundation will transfer funds to the College when approved and requested by the Board of Trustees.
7. Award Intended Use: The awards are intended to be used by the recipients for in-service training, including travel, tuition and books and/or attendance at professional development classes; replacement costs associated with professional development; publication and documentation of exemplary projects; to pay expenses associated with the holder's program area, as designated by the recipient; and travel that is related to the recipient's individual intellectual and/or professional development.

8. The Endowment Fund: The Board will be informed by the Foundation of the interest earned on the endowment fund and the amount available for use. The Foundation will manage the endowment consistent with the foundation investment policy for endowments. Funds from this program shall not be used to supplant existing professional development funds.

## **ARTICLE X: FACULTY PROGRAM COORDINATORS**

### SECTION A. Compensation

FPCs will be compensated for administrative duties as described in Article XXIII (Faculty Program Coordinators) and Appendix A (Compensation) Article X (Faculty Program Coordinators). Any additional duties assigned will result in additional compensation, authorized by the VP in consultation with the Federation President. Compensation for Faculty Program Coordinator duties shall be specified in a written job description distributed by the Unit Administrator and shall include one (1) or more of the following compensation modes. The mode of compensation (hourly rate; stipend and/or extended days; and release time) shall be based on the number of hours required to perform the FPC tasks, as described in General Guidelines for Modes of Compensation subparagraphs 2.a.-c. below.

#### 1. General Guidelines for Estimating Number of Hours Required to Perform FPC Administrative Duties.

Hours required to perform FPC administrative duties are affected by many factors that should be taken into consideration when defining the position for any given FPC unit. Such factors include but are not limited to size of FPC unit, complexity of tasks, and the number of tasks assigned. The following factors and others as determined by the Unit Administrators in consultation with affected faculty can be used to estimate hours:

- Number of sections;
- Number of faculty;
- Volume of student inquiries fielded by the FPC;
- Responsibility for equipment management and other supplies;
- Number of required consultations to support hiring, observing and mentoring Part-Time faculty;
- Coordination with other departments;
- Coordination of lecture/lab sequences;
- Changing patterns and sequences of course offerings;
- Coordination with outside entities;
- Responsibilities for writing and managing grants; and,
- Responsibilities related to meeting accreditation and licensing requirements

#### 2. General Guidelines for Modes of Compensation.

- a. Hourly Rate: These duties may vary quarter-to-quarter, but are essential for ongoing operations of the department/program. The Faculty Program Coordinator role may be distributed across multiple individuals with compensation for each individual. The General Hourly Rate of Pay (\$50.00 per hour) shall be offered to compensate these duties when they are estimated to take between one (1) and thirteen (13) hours per quarter.
- b. Stipend: For faculty paid off the Full-Time faculty salary schedule, stipends shall be offered for duties essential to ongoing operations of the department/program at the individual faculty rate of pay based on their placement on the salary schedule for FPC designated assignments. These

duties may vary from quarter to -quarter. Stipends will be offered for assignments that require more than thirteen (13) hours but less than twenty-five percent (25%) of a quarter workload, with exceptions made at the approval of the unit administrator. For faculty paid off the Part-Time faculty salary schedule, stipends shall be offered for FPC designated assignments at General Hourly Rate of Pay (\$50.00 per hour).

- c. Release time: Release time shall be offered for FPC duties in which the scope of the work is in excess of twenty-five percent (25%) instructional contact hours. The faculty current Full-Time salary continues for release time.
  - (1) Release time for Full-Time faculty will be a fraction of the Full-Time contact load as defined in Article VII: (Terms and Conditions of Employment) Section D. (Specific Workload Conditions).
  - (2) Duties that are expected to be performed will be commensurate with the release time.
  - (3) Unless agreed upon by the unit administrator and the involved faculty member, release time will not be offered for assignments less than twenty-five percent (25%) loads. Decisions regarding release time versus stipends will be transparent, consistent, and explained upon request.

### 3. Faculty Program Coordinator Scale.

The Faculty Program Coordinator scale determined by the Joint Union/Management Committee defines one hundred (100) approximate number of hours available in a quarter for one-third (1/3) release time from instructional hours. The calculation for one-third (1/3) release time hours is based on the following methodology.

Calculate the number of Instructional Days.

<b>Non-Instructional Days</b>	
4	Opening Week Days
1	+ Day of Learning
6	+ Undesignated Days
<u>11</u>	Non-Instructional Days

<b>Instructional Days</b>	
172	Contractual Days
<u>11</u>	– Non-Instructional Days
<u>161</u>	Instructional Days

Calculate the Hours per Quarter.

<b>Instructional Days per Quarter</b>	
161	Instructional Days
<u>3</u>	÷ Number of Quarters per Year
<u>54</u>	Instructional Days per Quarter

<b>Academic Employee Hours per Quarter</b>	
54	Instructional Days per Quarter
<u>7</u>	× Number of Hours per Day
<u>376</u>	Number of Hours per Quarter

Approximated Release Time in Hours per Quarter.

<b>Instructional Hours per Quarter</b>	
376	Number of Hours per Quarter
<u>80.0%</u>	× Instruction Proportionality
<u>301</u>	Instruction Hours per Quarter

<b>1/3 Release Time Hours</b>	
301	Instruction Hours per Quarter
<u>33.3%</u>	× Release Time FTE%
<u>100</u>	Approximate Quarter Hours

SECTION B. Request for Faculty Program Coordinator Form

[continued next page]

## General Faculty Program Coordinator Duties Checklist

FPC administrative duties are those carried out with respect to, or on behalf of, an FPC unit. Related non-administrative work may be carried out by individual faculty as part of their normal faculty responsibilities, but work that involves coordinating or administering these tasks for the FPC unit as a whole shall be considered administrative duties performed by FPCs and compensated accordingly.

The following list is representative, but not exhaustive. Items on the list may be added, removed, or modified by mutual agreement between the Federation and the College in JUMC.

### Administrative Responsibilities

- Develop the quarterly class schedule in consultation with the Unit Administrator and faculty members within that discipline/program, assigning rooms, coordinating rooms for assigned discipline/program, as well as coordinate class schedules with other Divisions when needed.
- Assist and support the Unit Administrator in administering the policies of the College and the Division.
- Work with all faculty in the academic employee's area to ensure all MCOs are current and have gone through the proper channels of the College.
- Assist with identification and prioritization of department and division equipment needs and purchases.
- Assist in collecting data on students and programs within assignment; such collection and analysis might include but not be limited to student/faculty ratios per discipline per quarter, analysis of grading in disciplines, follow-up studies on student progress in professional/technical programs, student surveys for programs, etc.
- Finalizing the PA and hiring requests and any other formal document that comes from the department.
- Manage departmental budgets.
- Program planning and assessment reports.
- Manage equipment lease programs and sales.
- Assist with fundraising activities.
- Monitor supply budgets.
- Manage equipment purchase and maintenance contracts.

### Program Planning and Development

- In collaboration with the Unit Administrator participates in developing, planning, and implementing department and strategic plan goals, objectives, strategies, policies, and procedures.
- Assist in program development, vitalization, promotion, supervision, and review.
- Assist with curriculum development (outcomes statements, cultural transformation, and infusion, new or updated MCOs).
- Chair Division Planning Committee meetings or other division meetings as assigned.

### Program Representative and Point Person

- Assist with arrangements for day and evening advisory committee meetings, attend advisory meetings, help plan agendas and recruit new advisory committee members, as needed for assigned disciplines.
- Assist students in advising and resolving conflicts in schedules or degree completion.
- Handle all special projects for the academic employee's respective area – speaking with students, setting them up, and giving students the appropriate line number.
- Assist with day and evening advising and participate in evening advising along with the Unit Administrator and other assistants or teaching faculty.
- Give challenge exams.



### **Personnel Management Responsibilities** (\*: to be performed by Full-Time faculty)

- Provide leadership and coordinate instructional staff in assigned discipline/program areas.
- \*Assess and support Part-Time faculty by visiting the academic employee's classes, providing written feed-back, and evaluating the academic employee's progress.
- \*Assist in the recruiting, screening, hiring, and scheduling of Part-Time faculty in consultation with the Unit Administrator.
- \*Serve as a communication link to the faculty and assist with problem-solving as it relates to faculty and student situations.
- \*Assess, support, and evaluate Instructional Lab Technicians.

### **Program outreach and Promotion**

- Assist with promoting special events, study abroad programs, etc. for assigned disciplines.
- Advocate for program priorities at institutional level.

## **Professional/Technical Program Coordinator Duties**

### **Administrative Responsibilities**

- Manage grant programs in assigned area of responsibility, which includes: applying for grants, monitoring compliance with grant conditions and terms, maintaining intake and accountability procedures, evaluating grants for program applicability, maintaining grant records, and/or performing other related activities.
- Analyze, review, and develop administrative and programmatic systems and procedures to ensure the effectiveness of programs and compliance with internal and external requirements.
- Develop, implement, and monitor program budget, ensuring compliance with applicable fiscal restraint; implement and allocate resources following budget approval; approves expenditures.
- Develop a variety of administrative documents, which may include: Requests for Proposals, Requests for Quotes, service provider contracts, procedural guidelines, proposal applications, grant plan sections, and/or other related documents.
- Developing and negotiating agreements and contracts with training sites and for third party payments for tuition and fees for a targeted population of students.

### **Program Planning and Development**

- In collaboration with the Unit Administrator participates in developing, planning, and implementing department and strategic plan goals, objectives, strategies, policies, and procedures.
- Advocate for program priorities at institutional level
- Attend meetings on countless topics including, schedules, equipment priorities, curriculum concerns, enrollment, staffing, allocation of fee budget funds, college governance, etc.,

### **Program Compliance**

- Interpreting and applying applicable laws, rules, and regulations.
- Monitoring legal and regulatory changes.

### **Community Outreach and Program Growth: Recruitment, Promotion/Marketing and Representation of Program**

- Conducting outreach activities.
- Preparing collateral and marketing materials.
- Participate in/on a variety of meetings, committees, task forces, and/or other related groups to communicate information regarding services, programs, areas of opportunity, and/or other pertinent information as appropriate; represent the College for Local, State, and National committees, advocacy groups, and/or other related groups; confer with a variety of governmental agencies and other organizations regarding program issues.

- Marketing and enrollment building for programs as well.
- Assist with recruitment of students and promotion for professional/technical programs.

**Personnel Management Responsibilities**

- Provide leadership and coordinate instructional staff in assigned discipline/program areas.
- Assess and support Part-Time faculty by visiting the academic employee's classes, providing written feed-back, and evaluating the academic employee's progress.
- Assist in the recruiting, screening, hiring, and scheduling of Part-Time faculty in consultation with the Unit Administrator.
- Serve as a communication link to the faculty and assist with problem-solving as it relates to faculty and student situations.
- Manage staff in programs.

**Additional Duties (Additional Compensation Required)**

**Contract and Grant Management**

- Manage grant programs in assigned area of responsibility, which includes: applying for grants, monitoring compliance with grant conditions and terms, maintaining intake and accountability procedures, evaluating grants for program applicability in consultation with faculty, maintaining grant records, and/or performing other related activities.
- Supervising and approving contracted training.

**Workshops, Training, and Presentations**

- Manage Training, Workshops, and Presentations.
- Supervising and approving contracted training.
- Assessment and evaluation of business training programs at multiple locations.

NOTE: If more specific information is available about assigned duties, please attach additional documents.

\*\* Eligibility may not always be applicable to professional technical programs, due to particular certification requirements. When in question, work in consultation with the Federation President and faculty in the program.

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of VP)

Date sent to Unit Administrator: \_\_\_\_\_ By: \_\_\_\_\_

Date sent to Federation President: \_\_\_\_\_ By: \_\_\_\_\_

**Shoreline Community College**  
**Student Learning & Success**  
**Request for Faculty Program Coordinator Form**

Directions: Administrators requesting the creation of a new FPC position or the modification of an existing FPC position should fill out this form and submit to the (VP) for approval prior to commencing the assignment.

**Proposed constituents):**                      **FPC**                      **Unit**                      **(title**                      **and**  
\_\_\_\_\_

**Academic Year:** \_\_\_\_\_

**Number of faculty in the department each quarter (FT and PT):** \_\_\_\_\_

**Estimated Hours of Work/Quarter:** \_\_\_\_\_

**Method of Payment:** \_\_\_\_\_

**Explain your process on the selection of the Faculty Program Coordinator:**

(e.g., date/s, vote or discussion, Full-Time and/or Part-Time faculty, etc.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Unit Administrator)

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of VP)

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Federation President)

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# **A G R E E M E N T**

## **APPENDIX B: FACULTY COMPENSATION CALCULATIONS**

**Effective July 1, 2019 through June 30, 2022**

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## APPENDIX B FACULTY COMPENSATION CALCULATIONS

### 1. PART-TIME INSTRUCTIONAL ASSIGNMENTS

Part-Time faculty and Full-Time faculty moonlight assignments are paid based on faculty placement using highest degree held applicable to the program taught and the number of quarters of instruction or related non-instructional work.

Advancement is contingent upon funding and occurs in the first quarter taught in a new academic year upon completion of three (3) quarters of service to the College, regardless of load. Salary placement for new faculty is contingent upon the receipt of official transcript(s) and hiring documents.

$$\text{Compensation} = \text{PartTime Base Salary} \times \% \text{ FTE}$$

Example: Base salary of \$12,402 (Level 1) teaching a 33.33% class

$$\$4,133.59 = \$12,402 \times 0.3333$$

### 2. NON-INSTRUCTIONAL ASSIGNMENTS

Compensation for non-instructional faculty assignments such as meeting attendance, course development, etc. is paid at General Hourly Rate of Pay (\$50.00 per hour). The work shall be assigned and recorded and paid in periods of no less than 30 minute increments.

$$\text{Compensation} = \text{Total Hours worked} \times \text{General Hourly Rate of Pay}$$

$$\% \text{ FTE} = \frac{\text{Total Compensation}}{\text{Average Faculty Salary}^*}$$

Example: PTF attendance at division meeting from 9 am – 11:30 am

$$\$125 = \$50 \times 2.5 \text{ hours}$$

$$0.81\% = \frac{\$125}{\$15,494}$$

\*Average Faculty Salary equals combined total of all salary levels divided by number of salary levels. This number will change each time Part-Time faculty salary level amounts are updated. NOTE: Coded as 228009 (for PTF) and 950009 (for FTF). Any proposed compensation at a rate other than General Hourly Rate of Pay (\$50.00 per hour) must be discussed with HR prior to hiring.

### 3. SUMMER INSTRUCTIONAL ASSIGNMENTS

Part-Time faculty: Compensated like a regular academic year instructional assignment (see 1. above).

Full-Time faculty: Compensated using a calculation based on Full-Time annual salary in effect for preceding quarter.

$$\textit{Compensation} = \textit{Full Time Annual Salary} \times 0.264 \times \% \textit{FTE}$$

Example: Annual salary of \$49,150 teaching a 50% class summer class.

$$\$6,487.75 = \$49,150 \times 0.264 \times 50\%$$

NOTE: FTF have unique job codes (available on the quarterly FTF salary placement list) assigned to them during the summer quarter based on their academic year salary placement. Note also that FTF summer pay applies to instruction only (non-instructional assignments such as librarians, counselors, and advisors are paid via extended days).



#### 4. SUBSTITUTIONS

Substitutions are paid as shown below, regardless of whether it is a Full-Time or Part-Time faculty member being compensated. Please verify that a corresponding leave form for the absent faculty member is completed and sent to HR for processing.

- a. If less than one week:

$$\text{Compensation} = \text{Hours worked} \times \text{General Hourly Rate of Pay}$$

$$\% \text{ FTE} = \frac{\text{Total Compensation}}{\text{Average Faculty Salary}}$$

Example: Taught 2 of 4 days at 1.25 hours (75 minutes) per class i.e., 2 days 2 hours each day.

$$\$150 = \$50 \times 3 \text{ hours}$$

$$0.90\% = \frac{\$150}{\$16,643}$$

Note: Average Faculty Salary equals combined total of all salary levels divided by number of salary levels. This number will change each time Part-Time faculty salary level amounts are updated.

- b. If one week or longer:

Determine:

- Total Contact Hours Taught (Class Length in Contact Hours and Number of Classes Taught with exam hours if substituting through the final exam period).
- Substitution Begin and End Date.
- Total Class Contact Hours for the Quarter (Include final exam).
- Salary Level for Substituting Instructor (indicate in upper right hand corner of PA).

$$\text{Compensation} = \frac{\text{Total Contact Hours Worked}}{\text{Total Contact Hours Course}} \times \% \text{ FTE} \times \text{Base Salary}$$

$$\% \text{ FTE} = \frac{\text{Total Contact Hours Worked}}{\text{Total Contact Hours Course}} \times \text{Course \% FTE}$$

Example: Taught 2 weeks of MW class at 90 minutes each class (10 contact hours of 50 course contact hours [5 contact hours x 10 weeks]).

$$\$826.71 = \frac{10}{50} \times 0.3333 \times \$12,402$$

$$6.67\% = \frac{10}{50} \times 0.3333$$

5. PART-TIME LIBRARIANS, COUNSELORS, and ACADEMIC ADVISORS

Part-Time faculty (reference librarians, counselors, and academic advisors) are compensated based on the number of hours worked per quarter. The work shall be assigned and recorded and paid in periods of no less than 30 minute increments. Using the calculations provided under Appendix A.X.3 (Faculty Program Coordinators), a 100% part-time faculty non-instructional quarterly load is equivalent to 301 hours per quarter.

$$\text{Compensation} = \frac{\text{Total Hours Assigned}}{301 \text{ Quarterly Hours}} \times \text{Base Quarterly Salary}$$

$$\% \text{ FTE} = \frac{\text{Total Hours Assigned}}{301 \text{ Hours per Quarter}}$$

Example: 220 hours worked across quarter at a base salary of \$12,402 (Level 1).

$$\$9,064.62 = \frac{220}{301} \times \$12,402$$

$$73.09\% = \frac{220}{301}$$

NOTE: Calculation does not change regardless of quarter taught (i.e. still use 301 quarterly hours even when working during 8 week summer quarter) as it represents the standard base amount a PTF would work if employed 100% in this Part-Time position.

## 6. FULL-TIME FACULTY EXTENDED DAYS

Extended days are paid to Full-Time faculty who complete additional days of non-instructional work (related to their primary position) outside of their 172 days academic year contract. Compensation is calculated as follows:

$$\text{Compensation} = \frac{\text{Annual Salary}}{7 \text{ Hours Per Day} \times 172 \text{ Days Per Contract Year}} \times \text{Total Hours Worked}$$

$$\% \text{ FTE} = \frac{\text{Total Hours Worked}}{7 \text{ Hours Per Day} \times 172 \text{ Days Per Contract Year}}$$

Example: IE Advisor completed 14 hours of additional advising (outside contract days).

$$\$612.33 = \frac{\$49,150}{7 \times 172} \times 15$$

$$1.24\% \text{ FTE} = \frac{15}{7 \times 172}$$

NOTE: Extended Days are paid under job class 950006 and are for non-instructional work related to the faculty member's primary assignment. Extended Day PAs must include the extended day contract signed by both the faculty member and President (or designee). Additional unrelated duties performed off contract would be paid at \$46 per hour (under the non-instructional assignments calculation).

## 7. SUPERVISING DENTISTS

Supervising dentists are considered non-instructional faculty and perform responsibilities prescribed by law for the Dental Hygiene program offered at the College. Compensation is calculated as follows:

$$\text{Compensation} = \$60.00 \text{ per Hour} \times \text{Total Hours Worked}$$

Example: Dentist assigned 17 hours of supervision during an academic quarter.

$$\$1,020.00 = \$60.00 \times 17$$

NOTE: Dentists remain coded under the applicable job class/salary level related to their highest degree held so that work completed each quarter counts towards their placement in the event that they are given a regular instructional assignment.

## 8. SUPERSEDING PART-TIME/MOONLIGHT FACULTY PAYMENTS

Changes in payment to faculty which occur after payment has already begun require a superseding PA be completed. The superseding PA should list the reason for the change in payment. Compensation is calculated as follows:

- a. INCREASED Compensation Determine:
- Total New Amount Due
  - Original Amount Due
  - Total Amount Already Paid
  - Number of Pay Dates Already Occurred
  - Remaining Pay Dates in the Quarter for Updated Assignment

Teaching a 66.66% class that is being bumped to an 80% class at level 1 (\$11,472)

Example: New amount (80% FTE = \$9,177.60), \$1,529.60 new per Paycheck amount. Original amount (66.66% FTE @ \$7,647.24). Total of \$2,549.08 already paid, 2 out of 6 pay dates already occurred. 4 of 6 pay dates remaining for this assignment.

### *Catchup or Adjustment Payment*

$$= \left( \frac{\text{New Amount}}{\text{Total \# Pay Dates}} \right) - \left( \frac{\text{Original Amount}}{\text{Total \# Pay Dates}} \right)$$

× # of Pay Dates Already Occurred + New per Paycheck Amount

$$\$2,039.72 = \left( \frac{\$9,177.60}{6} \right) - \left( \frac{\$7,647.24}{6} \right) \times 2 + \$1,529.60$$

- b. DECREASED Compensation Determine:
- Total New Amount Due
  - Original Amount Due
  - Total Amount Already Paid
  - Number of Paydates Already Occurred
  - Remaining Paydates in the Quarter for Updated Assignment

Example: New amount (25% FTE @ \$2,702.50), Original amount (35% FTE @ \$3,783.50) Total of \$1261.17 already paid, 2 out of 6 pay dates already occurred. 4 of 6 pay dates remaining for this assignment

$$\text{Remaining Payments Due} = \left( \frac{\text{New Amount} - \text{Amount Already Paid}}{\text{\# Pay Dates Remaining}} \right)$$

$$\$360.33 = \left( \frac{\$2,702.50 - \$1,261.17}{4} \right)$$

NOTE: In the event that compensation is decreased after the faculty has fully been compensated for the class, please contact the Payroll Office immediately to begin the process of recouping any salary overpayment amounts.

# **A G R E E M E N T**

## **APPENDIX C: DEFINITIONS**

**Effective July 1, 2019 through June 30, 2022**

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## APPENDIX C DEFINITIONS

Academic Advising: Academic advising is an interactive planning process that helps students approach their education in an organized and meaningful way. See Article VII (Terms and Conditions of Employment) Section C. (General Workload Expectations) and Section D. (Specific Workload Conditions/ Expectations).

Academic Employee means any teacher, advisor, counselor, librarian, or department head. For the purpose of this Agreement, Academic Employee and Faculty are interchangeable.

Academic Employee Peer shall mean an individual holding a Tenured appointment. See Article VIII (Tenure), Section C. (Definitions).

Administrative Appointment shall mean employment in a specific administrative position as determined by the appointing authority. RCW 28B.50.851(1). See Article VIII (Tenure), Section C. (Definitions).

Appointing Authority shall mean the Board of Trustees of Community College District Number VII. See Article VIII (Tenure), Section C. (Definitions).

Appointment Review Committee shall mean a committee composed of the candidate's Tenured peers, a student representative, and a member of the administrative staff of the College, provided that a majority of the committee shall consist of the candidate's academic employee peers. RCW 28B.50.869. See Article VIII (Tenure), Section C. (Definitions).

Associate Annual Contract appointment provides a Part-Time faculty with a load of at least fifty percent (50%) for three (3) consecutive quarters (fall, winter, and spring) at the current Part-Time faculty rate of pay. See Article VII (Terms and Conditions of Employment), Section A. (Definitions of Employment Categories).

Associate appointment means assignment on a quarter-by-quarter basis, including quarter-by-quarter teaching assignments for academic employees otherwise employed Full-Time and coded moonlight in the State's Management Information System (MIS). See Article VII (Terms and Conditions of Employment) Section A. (Definitions of Employment Categories).

Candidate shall mean any individual holding a Probationary appointment. RCW 28B.50.851(4) uses the word "probationer," and, for all purposes, "Candidate" will replace "Probationer" in this section. See Article VIII (Tenure), Section C. (Definitions).

College shall mean Shoreline Community College and any other community college hereafter established in Community College District Number VII. See Article VIII (Tenure), Section C. (Definitions).

Conditions: Academic employees teaching eLearning courses are supported by Article XIV (Leaves); and Article VII (Terms and Conditions), Section E.6.; and Article VII (Terms and Conditions), Section F.1.b. See Article XXI (eLearning) Section C. (Definitions).

Corrective Action: Corrective action is progressive, non-disciplinary action by a Unit Administrator to notify and provide a faculty member an opportunity to respond to a documented need to change or improve the performance of contracted responsibilities. See Article XIII (Fact-Finding, Progressive Corrective Action, and Disciplinary Action) Section B. (Corrective Action).

Corrective Action Plan: A progressive non-disciplinary plan by a Unit Administrator in a response to a documented need to change or improve performance of contracted responsibilities. It should include the following elements:

1. Description of area or areas needing improvement.
2. Outcomes that are reasonable, objective, measurable and mutually understood.
3. A mutually agreed upon time to demonstrate and evaluate improvement in areas identified.
4. Signature of all parties involved confirming their receipt and understanding of the improvement plan.

Disciplinary Action: Disciplinary action is measures or sanctions imposed by the College President or designee, following a formal hearing, and as penalty for the violation of an administrative directive, rule, law, policy and/or procedure. See Article XIII (Fact-Finding, Progressive Corrective Action, and Disciplinary Action) Section C. (Disciplinary Action).

Extended Contract Day shall be defined as a day beyond the basic 172-day commitment outlined in Article VII. See also Appendix A, Article VI (Extended Contract Days).

Faculty see Academic Employee.

Faculty Appointment shall mean Full-Time employment as a teacher, counselor, librarian, or other position for which the training, experience and responsibilities are comparable as determined by the appointing authority, except administrative appointments. "Academic employee appointment" shall also mean department heads, Unit Administrators and other administrators to the extent that such department heads, Unit Administrators or other administrators have had or do have status as a teacher, counselor, or librarian. RCW 28B.50.851(3a). The term "academic employee" as used within Articles VIII-XI of the Agreement will imply that such academic employee has a "faculty appointment" per this definition. See Article VIII (Tenure) Section C. (Definitions).

Faculty Peer shall mean any faculty member, Full-Time or Part-Time, who has taught at least six (6) quarters at Shoreline Community College. See Article XIX (Evaluations) Section B. (Faculty Evaluation Plan (FEP) Team).

A Faculty Program Coordinator Unit (FPC Unit) is defined as a group of one or more departments (administrative units) for which FPC duties are assigned to a single FPC position. See Article XXIII (Faculty Program Coordinators) Section A (Definitions).

Faculty Program Coordinator (FPC) carry out Faculty Program Coordinator work and perform administrative duties as defined in Appendix A (Compensation) Article X (Faculty Program Coordinator) for a particular FPC Unit that are related to the maintenance of quality instruction and program integrity, while maintaining employment status as faculty and adhering to all aspects of this Agreement. Faculty Program Coordinator responsibilities are in addition to professional obligations defined in Article VII (Terms and Conditions of Employment) Section C (General Workload Expectations) and the Coordinator will be compensated for those responsibilities based on the process defined in Article XXIII (Faculty Program Coordinators) Section B (Selection Process and Duties of Faculty Program Coordinators).

Fairness: Marked by impartiality and honesty. See Article XVI (Grievance Procedure) Section A. (Definitions).



Full-Time Annual Contract appointment means employment for a definite period of time and for a full assignment. Such appointments are paid on the Full-Time Salary Schedule. A Full-Time Annual Contract appointment can be revoked only for cause and with due process during its term (See Article IX (Dismissal of Academic Employees) and Article X (Reduction in Force) of the Agreement). In the event that this appointment is renewed for a consecutive academic year, a tenure review committee may be established for that individual in accordance with the provisions of Article VIII (Tenure) Sections E-I of the Agreement with the exception of Full-Time Annual Contracts being funded out of soft money.

Full-Time: A Full-Time academic employee shall be defined by the following faculty appointments: Tenured, Probationary, and Full-Time Annual Contract.

Grievance: A complaint or claim against the Employer by an academic employee(s) or the Federation, arising out of the interpretation or the application of or any alleged violation by the Employer of the terms of this Agreement. See Article XVI (Grievance Procedure) Section A. (Definitions).

Hybrid Course: A course that displaces some, but not all, face-to-face class time with web-based tools. See Article XXI (eLearning) Section C. (Definitions).

Improvement Plan: It is a document written for the purpose of support and professional development of the faculty in specifically identified areas needing improvement. Plans must include the following elements:

1. Description of area or areas needing improvement.
2. Outcomes that are reasonable, objective, measurable and mutually understood.
3. A mutually agreed upon time to demonstrate and evaluate improvement in areas identified.
4. Signature of all parties involved confirming their receipt and understanding of the improvement plan.

Informal Mediation: With mutual consent, parties may appeal to campus mediation services prior to asking for resolution at any step. A mutual request for mediation at any step will extend the deadline for up to ten (10) days. See Article XVI (Grievance Procedure) Section A. (Definitions).

Instructional Academic Employee: A faculty whose major function assignment is classroom teaching.

Intellectual Property: Ownership of Intellectual Property created through eLearning shall be governed by the provisions of Article VII (Terms and Conditions) Section E10. (Copyrights, Patents and eLearning). See Article XXI (eLearning), Section C. (Definitions).

Major Function Assignment: One of two (2) main categories of academic employees: (1) Instructional; and, (2) Non-Instructional.

Neutrality: The quality of not engaging or aligning with either party relative to the complaint or claim topic. See Article XVI (Grievance Procedure) Section A. (Definitions).

Non-Instructional Academic Employee: A faculty whose major function assignment is to provide essential support services for students including academic advisors, counselors, and librarians.

Non-Renewal shall mean the decision of the Board of Trustees not to renew the appointment of a Probationary academic employee for the succeeding three (3)-quarter appointment excluding summer quarter and approved leaves of absence. See Article VIII (Tenure), Section C. (Definitions).

Online Course: A course that uses web-based tools and where one hundred percent (100%) of the instruction and interaction between instructor and student is done online. (Proctored exams still allow for this classification unless it is required that the exam be taken on campus.) See Article XXI (eLearning) Section C. (Definitions).

Part-Time: A Part-Time academic employee shall be defined by the following faculty appointments: Associate, Priority Associate, and Substitute.

President shall mean the President of Community College District Number VII or, in the President's absence, the Administrator in Charge. See Article VIII (Tenure), Section C. (Definitions).

Priority Associate appointment refers to an Associate faculty that has taught an average of fifty percent (50%) time or more for twelve (12) of the last fifteen (15) consecutive quarters (excluding summer quarter), and has been awarded Priority Associate status according to the provisions of Article XXII (Priority Associate Faculty). See Article VII (Terms and Conditions of Employment), Section A. (Definitions of Employment Categories), and Article XXII (Priority Associate Faculty).

Privacy: The College shall take reasonable steps to ensure that the needs for privacy of email and online interaction are being respected as long as the employee is adhering to State Ethics laws and College Policies for usage. In cases where usage must be monitored administratively for adherence to Ethics guidelines, the employee shall be notified. See Article XXI (eLearning), Section C. (Definitions).

Probationary appointment means employment for a designated period of time during which the probationer is evaluated as a candidate to be awarded tenure. In the event an academic employee is employed Full-Time as a Full-Time Annual Contract academic employee and the next year with a Probationary appointment as an academic employee, the consecutive College quarters in which the individual was so employed Full-Time shall be credited towards tenure consideration. RCW 28B.50.851(4) See Agreement, Article VII (Terms and Conditions of Employment), Section A. (Definitions of Employment Categories)..

Probationer shall mean any individual holding a Probationary appointment. RCW 28B.50.851(4). See Article VIII (Tenure), Section C. (Definitions).

Pro-Rata appointment provides annual contracts at the Full-Time rate of pay (pro-rated) to Part-Time faculty with a guaranteed load of at least fifty percent (50%) for three (3) consecutive quarters (normally fall, winter, and spring). Pro-Rata appointments shall be considered as included in the term "Full-Time" except where specifically differentiated from Full-Time Faculty. See Agreement, Article VII, Terms and Conditions of Employment, Section A., Definitions of Employment Categories.

Receipt/Notification: Receipt/Notification: For delivery from grievant/Federation to Administration, the date of counter-signature will be considered the date of receipt. For delivery from Administration to grievant/Federation, the date of signature upon receipt of certified mail delivery will be considered the date of receipt. See Article XVI (Grievance Procedure) Section A. (Definitions).

Substitute appointment means employment for less than one (1) academic quarter as a replacement for an academic employee. See Article VII (Terms and Conditions of Employment), Section A. (Definitions of Employment Categories).

Tenure shall mean an academic employee appointment for an indefinite period of time which can be revoked only for sufficient cause and with due process. RCW 28B.50.851(7). See Article VIII (Tenure), Section C. (Definitions).

Tenured appointment means an academic employee appointment for an indefinite period of time which can be revoked only for sufficient cause and with due process (See Articles VIII and IX of the Agreement). See Agreement, Article VII, Terms and Conditions of Employment, Section A., Definitions of Employment Categories.

VP shall mean the College Vice President for either Vice President for Student Learning (VP) or Vice President for Student Equity and Success (VP). Formerly, these two positions were combined and formerly known as Executive Vice President for Student Learning & Success (EVP).

Web-Enhanced Course: A course that does not replace any face-to-face seat time, and access to web-based tools is required. See Article XXI (eLearning) Section C. (Definitions).

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# **A G R E E M E N T**

## **APPENDIX D: ADVISING AND COUNSELING MATRIX**

**Effective July 1, 2019 through June 30, 2022**

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## APPENDIX D

### ADVISING AND COUNSELING MATRIX

Subject: Advising and Counseling Matrix

**Introduction:** Academic advising is a collaborative relationship between a student and an advisor. It is an ongoing decision-making process with responsibility for both the advisor and the student that facilitates a successful academic experience. The intent of this relationship is to support the student in the development of meaningful educational goals and plans that are consistent with the student's personal interests, values, aspirations and educational potential. Academic advising utilizes the full range of institutional resources and refers students to the appropriate academic support services. To advise is to facilitate decision-making and problem solving, explore options, provide recommendations, and assess the student's situation (i.e. course placement, academic needs, etc.) within the context of academic advising. Academic advising is performed by faculty and a limited number of administrative/exempt and classified employees as delineated through the position review process established through the Memorandum of Understanding of 6/13/06 regarding *Advising and Counseling Work and Space*.

**KEY:**

**Assist** = provide information, listen, encourage, direct to resources

**Advise** = facilitate decision-making, facilitate problem-solving, explore options, provide recommendations, and assess student's situation (course placement, academic needs, etc.) within the context of academic advising

**Counsel** = facilitate decision-making, facilitate problem-solving, explore options, provide recommendations and assess student's situation (identity, family, culture, community, personal growth and development, etc.) within the application of counseling theory and practice

	Information and Services Provided to Students	Personnel Delivering the Service		
		Academic Employees		Non-Academic Employees** <sup>2</sup>
		Advising & Counseling Faculty	Non A & C Faculty* <sup>3</sup>	
1	Advise students in developing educational plans/selecting academic programs that are consistent with their abilities, interests, values, individual learning needs, strengths and learning style	X	X	
2	Advise students in understanding the implications of academic choices for career and life goals	X	X	
3	Advise students in selecting classes to fulfill degree or certificate requirements for graduation that are congruent with their developmental level, academic skill level and goals	X	X	
4	Advise students regarding the ways in which learning in different disciplines differs and intersects	X	X	
5	Advise students in developing decision-making skills related to educational goals	X	X	
6	Advise students about non-traditional educational and career pathways	X	X	
7	Advise students about course substitutions or waivers related to certificate or degree requirements of their programs of study	X	X	

<sup>2</sup> \*\*Non-academic employees in relevant programs, including but not limited to Student Services, Safety & Security, Technology Support Services, etc. 10/8/07.

<sup>3</sup> \*Includes non-academic employees identified in 6/20/06 Memorandum of Understanding between SCC and SCCFT.





	Information and Services Provided to Students	Personnel Delivering the Service		
		Academic Employees		Non-Academic Employees**4
		Advising & Counseling Faculty	Non A & C Faculty*5	
8	Advise students in evaluating factors that inform decision-making about enrollment into a program including cost, time required, job market, level of competitiveness and differences between programs	X	X	
9	Provide information about program costs and length of degrees and certificates	X	X	X
10	Advise students of the importance and philosophy of general education requirements	X	X	
11	Provide general information on general education requirements	X	X	X
12	Advise students regarding academic expectations – formal and unwritten norms	X	X	
13	Explain the purpose, goals, roles, expectations and methods of academic advising and planning	X	X	
14	Describe the importance of the advisor/advisee relationship	X	X	X
15	Assess academic skills and assist/support students in their development of skills required for student success	X	X	
16	Advise students whose test scores, transfer credit, or special circumstances require further review prior to course placement	X	X	
17	Interpret course placement testing results and address concerns related to test scores	X	X	
18	Describe course placement testing process	X	X	X
19	Advise prospective students	X	X	
20	Advise students regarding their questions and concerns related to admissions to SCC, SCC programs and transfer institutions	X	X	
21	Advise students about admissions applications process and writing competitive personal statements for transfer	X	X	
22	Advise students in obtaining information from transfer institutions related to students' academic goals	X	X	
23	Advise students about transfer options to other colleges and universities related to the students' program of study	X	X	
24	Advise high school students in high school settings and at other events	X	X	

4 \*\*Non-academic employees in relevant programs, including but not limited to Student Services, Safety & Security, Technology Support Services, etc. 10/8/07.

5 \*Includes non-academic employees identified in 6/20/06 Memorandum of Understanding between SCC and SCCFT.

	Information and Services Provided to Students	Personnel Delivering the Service		
		Academic Employees		Non-Academic Employees** <sup>6</sup>
		Advising & Counseling Faculty	Non A & C Faculty* <sup>7</sup>	
25	Assist high school students and/or their parents with admissions information at high school-college conferences, high school settings and other events	X	X	X <sup>^</sup> <sup>^</sup> in consultation with faculty
26	Describe procedures and guidelines related to SCC admissions	X	X	X
27	Perform unofficial evaluation of incoming transfer credits	X	X	
28	Perform unofficial transcript evaluation for current students	X	X	
29	Officially evaluate transcripts for incoming students and SCC transfer degree programs			X <sup>^</sup> <sup>^</sup> Specific Enrollment Services positions
30	Officially evaluate transcripts for SCC professional/technical degree programs		X <sup>^</sup> <sup>^</sup> Professional /Technical only	
31	Advise students regarding their academic progress	X	X	
32	Advise students regarding academic warning, probation and suspension	X	X	X <sup>^</sup> <sup>^</sup> Registrar only
33	Develop plans for academic success with students on academic warning, probation or suspension	X	X	X <sup>^</sup> <sup>^</sup> Registrar only
34	Explain minimum criteria for students to remain in good academic standing (financial aid, veterans, academic probation, athletic eligibility, etc.)	X	X	X
35	Advise students on courses to use in the calculation of GPA for (on- and off-campus) program admissions	X	X	
36	Explain grade point average	X	X	X

<sup>6</sup> \*\*Non-academic employees in relevant programs, including but not limited to Student Services, Safety & Security, Technology Support Services, etc. 10/8/07.

<sup>7</sup> \*Includes non-academic employees identified in 6/20/06 Memorandum of Understanding between SCC and SCCFT.

	Information and Services Provided to Students	Personnel Delivering the Service		
		Academic Employees		Non-Academic Employees** <sup>8</sup>
		Advising & Counseling Faculty	Non A & C Faculty* <sup>9</sup>	
37	Develop advisor training programs and materials	X	X	
38	Advise students about the implications of deadlines, pass/fail, audit, withdrawal, repeating a class, Incompletes, Independent Study, credit by exam, prior experience credit, etc.	X	X	
39	Provide general information about deadlines, pass/fail, audit, withdrawal, repeating a class, Incompletes, Independent Study, credit by exam, prior experience credit, etc.	X	X	X
40	Provide information about institutional policies, procedures and resources	X	X	X
41	Explain academic terminology (ex: audit, withdrawal, pass/fail, major/minor, etc.)	X	X	X
42	Explain the content of the class schedule	X	X	X
43	Explain the registration process	X	X	X
44	Describe use of online services, e.g., registration, accessing grades and quarterly schedule, etc.	X	X	X
45	Describe procedures related to closed classes and waiting lists	X	X	X
46	Provide general information on programs/degrees available at SCC	X	X	X
47	Direct students with educational, career and/or personal questions, concerns or skills/learning difficulties to appropriate campus and community resources	X	X	X
48	Inform students about co-curricular activities (e.g., clubs, intramurals, campus performances/presentations, etc.) and how they contribute to students' overall success	X	X	X
49	Assist students in understanding the process for student complaints or difficulties	X	X	X
50	Explain the role of the student advocate in assisting in student complaints	X	X	X
51	Provide administrative co-ordination and assistance for campus-wide College fairs			X <sup>^</sup> <sup>^</sup> Needs clear assignment and staffing

<sup>8</sup> \*\*Non-academic employees in relevant programs, including but not limited to Student Services, Safety & Security, Technology Support Services, etc. 10/8/07.

<sup>9</sup> \*Includes non-academic employees identified in 6/20/06 Memorandum of Understanding between SCC and SCCFT.

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