

**SHORELINE COMMUNITY COLLEGE
DISTRICT NUMBER SEVEN
BOARD OF TRUSTEES
REGULAR MEETING OF JUNE 26, 2013**

TAB 7

ACTION

Subject: Ratify Agreement 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, 2013 Through June 30, 2016

Background

Shoreline Community College recognizes the Shoreline Community College Federation of Teachers as the exclusive negotiating representative for academic employees as defined in RCW 28B.52. The following changes in the Agreement by and between the Board of Trustees of Community College District Number VII and the Shoreline Community College Federation of Teachers (SCCFT) Local No. 1950, AFT Washington/AFT/AFL-CIO, were negotiated during the 2012-13 academic year and recently ratified by the SCCFT:

General contract updating:

Obsolete references to prior vice presidents' titles were updated and replaced with the current "Vice President for Academic and Student Affairs"

Article III: Recognition of Rights and Functions of The Federation and Academic Employees

Amended former article replacing Affiliate status with Senior Associate status, consistent with negotiated changes to Article XXI.

Article VII: Terms and Conditions of Employment

Defines "senior associate academic employee appointment", consistent with negotiated changes to Article XXI.

Article XX: eLearning

- Definitions updated to reflect current range of online modalities
- Workload provisions updated to allow for increased online course capacities
- Student evaluations and course evaluations are distinguished for clarity

Article XXI: Senior Associate Faculty

- Recurring annual contracts for qualifying associate faculty
- Additional compensation for Senior Associate status
- Guaranteed consideration for tenure-track applications by senior associate faculty
- Guaranteed professional development pool funds eligibility

Appendix A: Compensation

Removed an obsolete and unused provision related to athletics coaches and assistants' compensation.

Recommendation

It is recommended that the Board approve the changes made to the Agreement 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, 2013 Through June 30, 2016.

Prepared by: Stephen P. Smith
 Vice President for Human Resources and Legal Affairs
 Shoreline Community College
 June 21, 2013

Explanation of Proposed Collective Bargaining Agreement Revisions

Revisions to Article III, Recognition of Rights and Functions of the Federation and Academic Employees, Article VII, Terms and Condition of Employment, and Appendix A, Article IV, Student & Instructional Related Activities

[Changes to Section I of Article III require the College to provide the Federation with timely lists of associate employees and notify the Federation of changes in full-time faculty employment status.]

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

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 associate academic employees denoting the percent of teaching load, salary and respective administrative unit to which each associate 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.

[Changes to Section A.5 of Article VII replace the current definition of “affiliate academic employee appointment” with a definition of a “senior associate academic employee appointment” per proposed replacement of the existing Article XXI with a new Article XXI.]

ARTICLE VII: TERMS AND CONDITIONS OF EMPLOYMENT

SECTION A. Definitions of Employment Categories

5. A “senior associate academic employee appointment” means an associate faculty member has been awarded senior associate status according to the provisions of Article XXI Senior Associate Status. Senior Associate faculty are guaranteed certain rights and privileges in return for certain duties and responsibilities.

[Changes to Article IV of Appendix A eliminate the following paragraph, which provides for an increment provision that has never been implemented.]

APPENDIX A: COMPENSATION

ARTICLE IV: STUDENT AND INSTRUCTIONAL RELATED ACTIVITIES

Coaches and assistants shall be awarded a \$300 increment increase, not to exceed the maximum stipend limit, upon commencement of re-employment for their third consecutive season, and each consecutive third season thereafter.

THROUGHOUT THE COLLECTIVE BARGAINING AGREEMENT

[The following change reflects the College’s revised organizational structure.]

References to “Vice President of Academic Affairs” or “Vice President of Student Success” will be replaced by “Vice President of Academic Affairs and Student Services.”

Explanation of Proposed Collective Bargaining Agreement Revisions

Revisions to Article XX: eLearning

[Changes to Section B of Article XX revise the following definitions to be consistent with State Board definitions.]

ARTICLE XX: eLEARNING

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: A course that uses web-based tools and where 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: A course that does not replace any face-to-face seat time, and access to web-based tools is required.
4. Telecourse: A course that uses videotapes, CDs, DVDs, or other portable modalities of video/audio delivery to deliver the course content. Limited or no face-to-face time with the instructor.
5. Interactive Television Course (ITV): A course that uses the K-20 or network-based video-conferencing tools to distribute the course materials in real (synchronous) time.

[Changes to Section C.4. of Article XX replace the existing paragraph with the following paragraph.]

4. Unless the faculty member already possesses the required skills, the College will not assign the faculty member to teach an eLearning class without offering timely and specific training necessary for successful and effective instruction.

[Changes to Section D of Article XX replace the existing final paragraph of the section with the following paragraph.]

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

[Paragraph 1 of Section F of Article XX is revised as follows; paragraph 2 remains unchanged; a new paragraph 3 is added.]

SECTION F. Workload

1. Course capacities: Course capacities for fully online courses shall be set at 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 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, Article III: Mentors.

[Section H of Article XX is replaced with two new paragraphs as follows.]

SECTION H. Evaluation

1. Student Evaluations: The form used for student evaluations of fully online courses must be approved by the Evaluation Team created in Article XVIII Evaluations Section A, and will be completed online.
2. Course Evaluations: If there is a documented concern about the quality of an eLearning course, the concern should be referred to the program faculty and the unit administrator.

ARTICLE XXI: SENIOR ASSOCIATE FACULTY [Replaces current Article XXI: Affiliate Status]

Senior Associate faculty are associate academic employees who provide ongoing support and stability to the College's instructional programs. Associate faculty who qualify for and receive Senior Associate status in a subject area as defined by the RIF units listed in Article X are granted renewable annual contracts, receiving certain rights and privileges and accepting certain duties and responsibilities as described herein.

SECTION A. Senior Associate Faculty Annual Contract

1. A Senior Associate annual contract guarantees a minimum 50% load each quarter of the regular academic year (excluding Summer Quarter). Senior Associates may teach larger loads, even in excess of 100%, with the understanding these are non-tenurable positions.
2. A Senior Associate annual contract carries a two step increase on the associate faculty salary schedule.
3. Senior Associate faculty will be assigned student advisees and are expected to fulfill all the advising duties required of tenured faculty per Article VII Section D.1.b.
4. Senior Associate faculty are expected to attend program, department, division and College meetings in the manner of tenured faculty per Article VII Section C
5. Once awarded, Senior Associate annual contracts are automatically renewed unless:
 - a. There is a Reduction in Force per Article X Section A
 - b. Enrollment drops below the threshold necessary to maintain an adequate number of sections
 - c. The Senior Associate faculty member is dismissed for cause
 - d. The Senior Associate faculty member requests non-renewal
6. Associate faculty holding Affiliate status as of July 1, 2013 would automatically receive Senior Associate annual contracts unless they send written notice to their unit administrator declining this status by July 1, 2013.

SECTION B. Criteria for Eligibility

Associate faculty applying for Senior Associate status must

1. Meet the current minimum qualifications for a tenure-track position in the subject area.
2. Have completed two satisfactory FEP cycles.
3. Have four (4) professional development reports on file.

Senior Associate status is not available to tenured, tenure-track, RIFed or retired academic employees.

SECTION C. Rights and Privileges

1. Assignments shall be made fairly and equitably, considering seniority, academic preparation, teaching experience, and other relevant factors, with consideration given to faculty members' stated preferences. Senior Associate faculty receive assignments after full-time faculty and before moonlight and associate assignments.
2. In the event a section is cancelled for low enrollment, causing a Senior Associate faculty member to drop below a 50% load, the affected Senior Associate faculty member will be given a course taught by the least senior associate faculty member in the subject area as defined by the RIF units listed in Article X Section B.
3. Senior Associate faculty are guaranteed \$300 from the Associate Faculty Professional Development Pool fund and are eligible to apply for up to \$450.00 in the first round of applications.
4. Senior Associate faculty will be able to utilize available Professional Development funds during Summer Quarter.
5. The College will pay Senior Associate faculty on the same schedule as state-mandated pay dates during any quarter worked.
6. When a tenure-track position is advertised, Senior Associate faculty meeting the current minimum qualifications for the position shall receive an interview if they apply for the position.

SECTION D: Process

1. Upon recommendation by the Federation to the VPASA, the Administration will determine the initial number of Senior Associate faculty contracts to be offered, based on the most recent four years of enrollment data demonstrating the need to provide ongoing support and stability to the subject area. Enrollment data must show enough sections of enough courses in a subject area to support a 50% load per Senior Associate with additional sections available for non-Senior Associate faculty. For academic year 2013-2014, the College will offer 20 Senior Associate annual contracts at up to 100% load.

The Administration and the Federation will annually review the most current four years of enrollment data to determine if there is any change in the number of Senior Associate contracts offered.

2. Human Resources shall announce the number of Senior Associate annual contracts available in each program area as defined by the RIF units listed in Article X and solicit applications from qualified associates.
3. Associate faculty in a subject area requesting a Senior Associate contract must submit an application to Human Resources by the closing date listed in the position announcement. Within ten (10) days, Human Resources will evaluate the applications using the criteria for eligibility.
4. In the event there are equally qualified applicants for an Senior Associate position, the following tie-breakers shall be used:
 - a. Seniority based on the earliest academic quarter of hire in the subject area.
 - b. Determination by lot, starting with the lowest number drawn gaining the position.
5. If a Senior Associate vacancy occurs, the position will be announced in the next round of requests.

SECTION E. Removal from Senior Associate Status

A Senior Associate faculty member may lose his/her annual contract for any of the following reasons:

1. Sufficient cause as defined in Article IX Section C of this Agreement.
2. Documented failure to fulfill the duties and responsibilities specified in the position description.
3. A single material complaint involving the violation of policy or law.
4. Failure to demonstrate improvement after a documented pattern of material complaints. A documented pattern of material complaints shall be defined as four or more complaints in written format per section of any course in two consecutive quarters.

Students who do not wish to put their complaints in writing will be referred to the Dean of Student Affairs or designee. If the Dean or designee determines the complaint has merit, he/she may submit a written report to the unit administrator or program chair.

Senior Associate Faculty shall be notified in writing within ten (10) days of receipt of any material complaint and shall have an opportunity to address the validity of the complaint. If the complaints are not in written format, no record will be kept in the Senior Associate's personnel or administrative file.

If a documented pattern of material complaints is identified, the Senior Associate faculty member shall receive written notice from the subject area unit administrator, providing an explanation of the documentation. Within ten (10) days of receipt of the written notice, the Senior Associate faculty member shall be provided an opportunity, in writing, to address the documented complaints. If the issues raised by the complaints are not resolved, the unit administrator shall develop a corrective action plan to address all unresolved issues or concerns.

The Senior Associate faculty member shall have up to two quarters to work with subject area faculty to address the issues raised by the complaints. Failure to successfully address the issues shall result in removal from Senior Associate status.

Removal from Senior Associate status must be communicated in writing to the Senior Associate faculty member within five (5) days of the determination of removal.

SECTION F. Loss of Senior Associate Status

A Senior Associate faculty member may also lose Senior Associate status due to:

1. Lack of available courses or sections in the subject area to provide at least a 50% load, while still maintaining sections for associates.
2. Lack of funds as outlined in Article X of this Agreement.

Loss of Senior Associate status under these circumstances shall be based on seniority as determined by earliest quarter of hire. In the event of ties, determination by lot from the lowest number to the highest drawn shall decide the order.

Senior Associate faculty losing status due to financial exigencies return to associate faculty status with a two step level reduction in pay.

Loss of Senior Associate status must be communicated in writing to the Senior Associate faculty member within five (5) days of loss of status.

Senior Associate faculty losing their status under the provisions of Section F have the right to return to Senior Associate status in the subject area if a Senior Associate contract becomes available within twenty-four (24) months of the effective date of loss of status.