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 JUNE 1, 2017 THROUGH JUNE 30, 2019
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LOCAL NO. 1950
AFT WASHINGTON/AFT/AFL-CIO

EFFECTIVE JUNE 1, 2017 THROUGH JUNE 30, 2019
# SIGNIFICANT DATES AND TIME LIMITS

## NOTICE OF RETIREMENT

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1</td>
<td>Academic employee notification to the College of intent to retire at the end of the college year</td>
</tr>
</tbody>
</table>

(Article VII (Terms and Conditions) Section F.1.c., page 15).

## APPOINTMENT REVIEW COMMITTEE ESTABLISHED

<table>
<thead>
<tr>
<th>Period</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Between October 31 and</td>
<td>Appointment Review Committee named for first-year candidate and temporary academic employees</td>
</tr>
<tr>
<td>November 15</td>
<td>contracted for fourth, fifth, and sixth consecutive quarters (individuals hired other than fall</td>
</tr>
<tr>
<td></td>
<td>quarter, within six weeks of appointment) (Article VIII (Tenure) Section D., page 18).</td>
</tr>
</tbody>
</table>

## APPOINTMENT REVIEW COMMITTEE REPORTS

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<tr>
<th>Period</th>
<th>Description</th>
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<tbody>
<tr>
<td>End of First Probationary Quarter</td>
<td>Written progress report on all first-year candidates by Appointment Review Committee (Article VIII (Tenure) Section F.4., page 20).</td>
</tr>
<tr>
<td>Comprehensive Evaluation Reports</td>
<td>All evaluative information collected during the College year, summary of progress, and</td>
</tr>
<tr>
<td></td>
<td>recommendation for continued probationary status or tenure prepared by Appointment Review</td>
</tr>
<tr>
<td></td>
<td>Committee (Article VIII (Tenure) Section G.3.b., page 21).</td>
</tr>
<tr>
<td>For Probationer Hired:</td>
<td>Evaluation of 1st and 2nd Quarters</td>
</tr>
<tr>
<td>Fall Quarter</td>
<td>Evaluation of 3rd, 4th and 5th Quarters</td>
</tr>
<tr>
<td>March 1</td>
<td>Evaluation of 6th, 7th and 8th Quarters</td>
</tr>
<tr>
<td>February 15</td>
<td></td>
</tr>
<tr>
<td>Winter Quarter</td>
<td>Evaluation of 1st and 2nd Quarters</td>
</tr>
<tr>
<td>May 20</td>
<td>Evaluation of 3rd, 4th and 5th Quarters</td>
</tr>
<tr>
<td>May 15</td>
<td>Evaluation of 6th, 7th and 8th Quarters</td>
</tr>
<tr>
<td>May 15</td>
<td></td>
</tr>
<tr>
<td>Spring Quarter</td>
<td>Evaluation of 1st and 2nd Quarters</td>
</tr>
<tr>
<td>November 15</td>
<td>Evaluation of 3rd, 4th and 5th Quarters</td>
</tr>
<tr>
<td>November 15</td>
<td>Evaluation of 6th, 7th and 8th Quarters</td>
</tr>
<tr>
<td>November 15</td>
<td></td>
</tr>
<tr>
<td>No later than last day of</td>
<td>Notice of Board decisions regarding award or non-award of tenure</td>
</tr>
<tr>
<td>Eighth Probationary Quarter</td>
<td>(Article VIII (Tenure) Section I.2., page 23).</td>
</tr>
</tbody>
</table>
### SABBATICAL TIME LINES

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 1</td>
<td>Call for election of Sabbatical Selection Committee</td>
<td>(Article XIV (Leaves) Section A.3., page 38).</td>
</tr>
<tr>
<td>November 1-15</td>
<td>Election of Sabbatical Selection Committee</td>
<td>(Article XIV (Leaves) Section A.3., page 38).</td>
</tr>
<tr>
<td>End of First Week of Winter Quarter</td>
<td>Sabbatical leave applications due to Sabbatical Selection Committee</td>
<td>(Article XIV (Leaves) Section A.4.a., page 38).</td>
</tr>
<tr>
<td>February 1</td>
<td>Sabbatical Selection Committee makes recommendation to College President and EVP</td>
<td>(Article XIV (Leaves) Section A.4.d., page 38).</td>
</tr>
</tbody>
</table>

### OTHER TIME LINES

- Reduction in Force (RIF) list shall be published and distributed to Academic Employees on or before November 1 of each year (Article X (Reduction in Force) Section B.4., page 27).
- Dismissal Review Committee shall be established no later than October 31 of any academic year (Article XI (Formal Procedures Relating to the Dismissal of an Academic Employee) Section A., page 29).
- 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.2., page 39).
- Grievance must be filed within fifteen (15) calendar days after cognizance (Article XVI (Grievance Procedure) Section B., page 41).
- Professional Development Report for preceding twelve (12) months’ activities submitted by academic employees by last day of spring quarter (Appendix A, Article I (Full-Time Academic Employees) Section E., page A-3, or Appendix A, Article II (Associate Academic Employees) Section E., page A-6).
- 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) page A-8).
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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. Associate Academic Employee Union Membership

The Employer shall, upon written authorization of each associate 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. Academic Employee Union Membership

1. All academic employees in the District shall, as a condition of continued employment on or after the thirtieth (30th) day following the execution of this Agreement or the beginning of such employment, become a member of the Federation, or pay a service fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the Federation, to reimburse the Federation for the expense of representing members of the bargaining unit.

2. The Federation shall advise each affected academic employee of his or her obligation under the agency shop agreement including non-association provisions and inform the employee of the amount owed, the method used to compute that amount, and how and when such payments are to be made. The Federation further agrees to inform employees about portions of the representation fee eligible for exclusion or rebate.

3. Academic employees who do not choose to pay those portions of the fee, which are eligible for exclusion or rebate, will receive a rebate from the Federation by submitting a written request to the Federation.

4. The Employer shall remit such deductions to the authorized Federation representative.

5. If an academic employee asserts a right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such academic employee is a member, that academic employee shall pay to a nonreligious charity or other charitable organization an amount of money equivalent to the periodic dues uniformly required as a condition of acquiring and retaining membership in the Federation. The charity shall be agreed upon by the academic employee and the
Federation. The academic employee shall furnish written proof that such payments have been made. If the academic employee and the Federation cannot reach agreement on such matter, PERC shall designate the charitable organization.

6. The District agrees to notify all full-time applicants, new hires, and all associate academic employees of the agency shop provision.

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 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.

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;


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. Instructional academic employees’ major function is classroom teaching. Non-instructional academic employees’, including academic advisors, counselors, and librarians, major function is to provide essential support services for students.

All academic employee appointments shall be consistent with the following categories: tenured, probationary, temporary, senior associate, and associate.

1. A “Tenured Appointment” means employment for an indefinite period of time which can be revoked only for cause and with due process (See Article IX (Dismissal of Academic Employees) and Article X (Reduction in Force) of the Agreement).

2. 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 temporary 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.
3. A full-time “Temporary Academic Employee Appointment” means employment for a definite period of time and for a full assignment. No one shall be employed in this category for more than six (6) consecutive quarters, unless the position is funded by soft money. In the event a full-time temporary academic employee continues employment beyond a third consecutive full-time quarter, 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. A temporary appointment can be revoked only for cause and with due process during its term (See Articles IX (Dismissal of Academic Employees) and X (Reduction in Force) of the Agreement).

4. An “Associate Academic Employee 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).

5. A “Priority Associate Academic Employee” refers to an associate faculty member 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).

6. A “Pro-Rata Academic Assignment” provides annual contracts at the full-time rate of pay (pro-rated) to associate faculty with a guaranteed load of at least fifty percent (50%) for three (3) consecutive quarters (normally fall, winter, and spring).

7. An “Associate Academic Employee Annual Contract” provides an associate faculty member with a load of at least fifty percent (50%) for three (3) consecutive quarters (fall, winter, and spring) at the current associate faculty rate of pay.

8. A “Substitute Academic Employee 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

Annually contracted academic employees shall put in a professional work week 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 responsibilities listed in Article VII (Terms and Conditions) Section C.1.a.-f. below. 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. Such obligations may be performed in person or online.

1. In addition to student contact and office hours, faculty are expected to:
   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 which conflict with Shoreline Community College responsibilities; and, academic employees, before accepting professional engagements which conflict with Shoreline Community College responsibilities, shall obtain written approval from the appropriate Unit Administrator.
3. All academic employees are required to complete ten (10) hours per year of assigned training to comply with college, state, or federal requirements effective September 2017. Such training shall be determined and assigned by the College.

4. 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 Executive Vice President for Student Learning & Success (EVP) 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.

5. 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 EVP, who shall consult with the Federation President or designee before issuing the academic employee’s final disposition.

6. 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).

7. 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.

8. Compensation shall be at the rate determined by the salary schedule (Appendix A (Compensation), Articles I (Full-Time Academic Employees) and II (Associate Academic Employees)), and by the percent of a full load assigned, except for summer school which is compensated according to Appendix A, Article V (Summer Quarter).

9. 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.

10. Consistent with Executive Order 88-06 of the Governor of the State of Washington and formal action by the Shoreline Community College Board of Trustees on December 16, 1988, all academic employees are prohibited from smoking in Shoreline Community College buildings and State vehicles.

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 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 faculty person. 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:

<table>
<thead>
<tr>
<th>Subject Area</th>
<th>Contact Hours per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art, Drama, Visual Communications Tech, Music Ensembles</td>
<td>17</td>
</tr>
<tr>
<td>Physical Education</td>
<td>18</td>
</tr>
<tr>
<td>Productions (musical, opera, drama)</td>
<td>20</td>
</tr>
<tr>
<td>Automotive</td>
<td>24</td>
</tr>
<tr>
<td>Individualized Instruction Labs (BIOL 090, CHEM 090, MATH 090, MATH 100, PHYSICS 090, ENGL 089, ENGL 099)</td>
<td>30</td>
</tr>
<tr>
<td>Parent Education (except for PARED 114/115/116, PARED 184/185/186 and PARED 291/292/293)</td>
<td>25</td>
</tr>
<tr>
<td>Precepted/Non-precepted Clinical Practice &gt; Medical Lab Technology</td>
<td>Variable, as required by accrediting body or appropriate</td>
</tr>
</tbody>
</table>
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. Required Training.

All academic employees are required to complete ten (10) hours per year of assigned training to comply with college, state, or federal requirements effective September 2017. Such training shall be determined and assigned by the College.

2. Full-Time Non-Instructional Academic Employees.

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

> 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 EVP, based on the Master Course Outline with advisory recommendations from the program faculty and the Curriculum Committee. The EVP 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 EVP 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).
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.

e. Required Training.

All academic employees are required to complete ten (10) hours per year of assigned training to comply with college, state, or federal requirements effective September 2017. Such training shall be determined and assigned by the College.

3. Part-time (Priority Associate/Associate).

The term “associate” shall be used in place of “part-time” whenever possible throughout this Agreement.

a. Letter of Intent.

An associate 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 an associate faculty member holding a Priority Associate, annual or pro-rata contract.
b. Office Hours.

The rate for an associate 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 II (Associate Academic Employee), Section C, 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. Required Training.

All academic employees are required to complete ten (10) hours per year of assigned training to comply with college, state, or federal requirements effective September 2017. Such training shall be determined and assigned by the College.

d. Assignment Cancellation.

In the event the assignment of an associate 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.

e. Pay for Extracurricular Activities.

The salary for an associate 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 $42.00 an hour.

f. Priority Associate Status.

Associate academic employees who reach the ninth quarter of potential eligibility based on the criteria set forth in Article XXI (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 XXI (Priority Associate Status) and is not available to tenured, tenure-track or retired academic employees.

g. Pro-Rata Contracts.

Associate academic employees whose major professional commitment is to Shoreline Community College and who can be assured of a teaching load of at least eight (8) 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 an associate 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 associate faculty rate of pay.

i. Parent Education Cooperative Faculty Calendars.

Associate 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 associate academic employee will not work more days than will be required of an on-campus associate academic employee in a normal quarter.

j. Dismissal of a Priority Associate/Associate Faculty Member.

A Priority Associate/associate 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.

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. Technology.
   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 faculty shall be provided support in the use of the above technology.

9. The classrooms and other work spaces used by academic employees shall be safe and, to the extent fiscally possible within the budget of the College, maintained and supplied in a manner appropriate to the performance of assigned work.

   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. Tenure, probationary, temporary, and partial assignments.

   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 October 1 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) academic employees.

   Each new full-time probationary and full-time annual 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/associate academic employee benefits.

   a. Commencing with the first hour the academic employee’s assignment begins, each associate academic employee shall accumulate compensable personal leave on the following basis: An associate 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. An associate 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 an associate faculty earning more than twelve (12) compensable days per year. Additional leave shall be credited to a non-compensable account.

Compensable leave accumulated by an associate 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/associate 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/associate academic employees.

c. Associate 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 associate faculty shall receive six (6) paychecks per quarter, except in quarters where six (6) paychecks result in the last payment to associate 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 E.

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 may 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 Academic Employee 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 academic employee appointment.

10. “Appointment Review Committee” shall mean a committee composed of the candidate’s tenured academic employee 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.
12. “Full-Time” shall mean an individual assigned a full load for the entire academic year, or, as applicable, three (3) successive quarters for probationary appointments.

SECTION C. Eligibility for Tenure

As stipulated by law RCW 28B.50.850 through RCW 28B.50.869, tenure shall be granted only to full-time academic employee appointments. 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 Appendix B 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 temporary academic employee appointment, 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. Temporary academic employee appointees (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 tenure-track faculty as well as full-time temporary faculty described in Article VIII (Tenure) Section D.1.b., 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. All full-time tenured and tenure track faculty as well as full-time temporary faculty described in Article VIII (Tenure) Section D.1.b., 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 tenure track faculty as well as full-time temporary faculty described in Article VIII (Tenure) Section D.1.b., 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 EVP 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 EVP 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 EVP or appropriate vice president 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 February 15 for evaluation of the sixth, seventh, and eighth quarters; by February 15 for evaluation of the third, fourth, and fifth quarters; and by March 1 for evaluation of the first and second quarters.

      (2) For candidates whose appointments begin in winter quarter, by May 15 for evaluation of the sixth, seventh, and eighth quarters; by May 15 for evaluation of the third, fourth, and fifth quarters; and by May 20 for evaluation of the first and second quarters.

      (3) For candidates whose appointments begin in a spring quarter, by November 15 for evaluation of the sixth, seventh and eighth quarters; by November 15 for evaluation of the third, fourth, and fifth quarters; and by November 15 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 in Appendix B (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.

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, EVP, 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/EVP or appropriate vice-president; provided, however, if the President or EVP makes a recommendation that is contrary to the recommendation of the
Appointment Review Committee, the President or EVP 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 unhealthful 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 and temporary 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.


7. Sexual harassment or any other form of unlawful discrimination.
8. Aiding and abetting or participating in any unlawful (RCW 28B.50.862):
   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.
11. Failure to maintain Federation membership pursuant to Article II (Dues Deduction and Union Membership) Section B.

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 RCW 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 – Associate academic employees.

Second – Senior/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.

- ABE/GED
- Academic Advising
- Accounting
- Art
- Art History
- Astronomy/Physics
- Auto T – FCA (Fiat Chrysler Automobiles)
- Auto T – General Motors
- Auto T – General Service Technician
- Auto T – Honda
- Auto T – Toyota
- Biology
- Business Administration
- Business Technology
- Chemistry
- Communication Studies
- Counseling/Human Development
- Criminal Justice
- Dental Hygiene
- Drama
- Economics
- Education
- Engineering
- English
- ESH
- Gender and Women’s Studies
- Geography
- Geology
- Health Informatics and Information Management
- History
- Humanities
- Japanese
- Library
- Manufacturing/Industrial Technology
- Mathematics
- Medical Laboratory Technology
- Multicultural Studies
- Music – Instrumental
- Music – Theory/Piano
- Music – Vocal
- Music Technology
- Nursing
- Nutrition
- Philosophy
- Psychology
- Sociology
- Spanish
- Visual Communications Technology
2. A committee consisting of the EVP and the Federation 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 associate 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 associate 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 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 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 not disciplinary.

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 EVP 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 November 15 of each year. Elections shall take place between November 1 and November 30.

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 EVP no later than February 1.

e. If the President or EVP needs additional information and/or is considering making a recommendation that is contrary to the recommendation of the Sabbatical Selection Committee, the President or EVP 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.


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. 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 D. 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 E. Military Leave

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

SECTION F. 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 G. Request for Leave

Academic employees shall submit an Employee’s Request for Leave/Report of Leave form under Sections B., E., and F. 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 H. 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. **Receipt/Notification**: For delivery from grievant/Federation to Administration, the date of countersignature will be considered the date of receipt. For delivery from the Administration to the grievant/Federation, the date of delivery will be considered the date it is sent via certified mail.

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.

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 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 is sent from the College President or designated representative at Step Two, with mutual agreement, the parties may 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 Step Two written response is sent, 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 Step Two written response is sent, 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.

Associate, temporary full-time, or soft money 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, an evaluation during 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. Faculty will be evaluated on criteria agreed upon by the Joint Union/Management Committee.

Faculty Evaluations shall consist of:

1. Classroom observation by Unit Administrator for two (2) quarters;
2. Student evaluations for all classes for two (2) quarters; and,
3. Optional 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;
4. 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 (Evaluation) 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**: 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**: 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 e-mail 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 EVP 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

Associate 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. Associate Faculty who have been employed 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. For the purposes of this section, a classroom observation and student evaluations from two (2) quarters are sufficient to meet the requirement. (All priority associates who have received a satisfactory evaluation in the year 2016-2017 will qualify for priority associate in 2017-2018. All other associates who otherwise qualify for priority associate based on employment record will receive evaluations in 2017-2018.)

2. Priority Associate assignments based on qualifying course list. Qualifying courses are courses that an associate has successfully taught at least once during the Priority Associate qualifying period at Shoreline Community College.

3. Associate Faculty holding Senior Associate Contracts as of fall quarter 2016 will be allowed to renew their Senior Associate Contract at a minimum fifty percent (50%) load September 2017-June 2018, at which time Senior Associate Contracts will be discontinued and eligibility for Priority Associate will be determined based on the requirements described above. See Appendix D (Senior Associate Faculty).

4. Priority Associate status is not available to tenured, tenure-track, 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 associate assignments are made, with the exception of sections reserved by divisions that may be assigned to associates 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.

   c. 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.

SECTION D. Class Cancellation

If assigned classes are canceled due to enrollment:

1. 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.

2. 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; 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.

3. 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.

4. 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. Faculty who carry out Faculty Program Coordinator work perform specific tasks for a particular administrative 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 and the Coordinator will be compensated for those responsibilities based on placement on the program Request for Faculty Coordinator Checklist. See Appendix A (Compensation) Article IX (Request for Faculty Program Coordinator Checklist).

2. 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. A Faculty Program Coordinator I conducts evaluations of associate faculty including feedback and suggested areas of growth.

SECTION B. Selection Process and Duties of Faculty Program Coordinators

1. The EVP and Federation President will develop a Faculty Program Coordinator Checklist describing tasks associated with Faculty Program Coordinator duties and responsibilities and sign-off in agreement on the classifications based on duties and responsibilities that fall under one (1) or more of the following categories. See Appendix A (Compensation) Article IX (Request for Faculty Program Coordinator Checklist) for more detail.

   a. Faculty Program Coordinator 1: Program and Faculty Development, Program Representative, and Personnel Management.

   b. Faculty Program Coordinator 2: Administrative Responsibilities.

   c. Faculty Program Coordinator 3: Recruitment, Program Growth, and Outreach and Compliance.

2. The EVP will provide the Request for Faculty Coordinator Checklist describing tasks associated with Faculty Coordinator duties and responsibilities to each Unit Administrator.

3. Each Unit Administrator will consult with the affected unit program faculty and agree upon tasks and related responsibilities for each faculty coordinator position in the academic employee’s unit. The Unit Administrator and affected unit program faculty will identify priorities for the coordinator assignment as needed.

4. Written job descriptions of Faculty Program Coordinator positions will be distributed to all academic employees in the appropriate administrative unit, the EVP, and the Federation President before the Faculty Coordinator selection is made for that unit.

5. 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.

6. 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.

7. 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.

8. 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 EVP and the Federation President.

9. Any adjustments made in the Faculty Program Coordinator job description affecting costs must be pre-approved by the EVP.

SECTION C. Eligibility for Faculty Program Coordinators

1. Faculty Program Coordinator 1: Full-Time Faculty only.

2. Faculty Program Coordinator 2: Full-Time Faculty, Priority Associate Faculty, or non-faculty in coordination with faculty.
3. Faculty Program Coordinator 3: Full-Time Faculty, Priority Associate Faculty, or non-faculty in coordination with faculty.

4. Additional Eligibility Specifications for Faculty Program Coordinators:
   
a. 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,

b. Full-Time 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.

c. Note: Performing duties of the Faculty Program Coordinator 2 or 3, Section C.2. and 3. above, does not qualify the employee for faculty status.

SECTION D. Compensation

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

SECTION E. Request for Faculty Program Coordinator Checklist

Faculty Program Coordinator Checklist is shown in Appendix A (Compensation) Article IX (Faculty Program Coordinator).

**ARTICLE XXIV: COMPENSATION AND BENEFITS**

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

**ARTICLE XXV: 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.”¹ 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.

¹ 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.
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 XXVI: 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 XXVII: 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, are contingent upon legislative authorization and funding or subsequent modification thereof. Local funds may be utilized for such purposes if not forbidden by the Legislature and mutually agreed upon by the parties.

ARTICLE XXVIII: 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.

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 XXIX: DURATION

SECTION A. Duration

This Agreement shall remain in full force and effect from June 1, 2017, or upon ratification by both parties, whichever is earlier, through June 30, 2019. 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 Agreement in its entirety shall be automatically extended one time up to three (3) years or until a new Agreement has been duly authorized by the Federation and the Employer, whichever is shorter. Any automatic renewal of the Agreement shall not result in a salary increase that exceeds the amount or percentage established by the legislature in the appropriations act and allocated to the College,
and shall not result in an additional compensation increase of the one-time negotiated compensation increases stated in this Agreement or stated in Appendix A. Increments resulting from the Faculty Incentive Program and Turn-Over Savings will not be affected by this provision.

SECTION B. Funding

Appendix A (Compensation): Article I (Full-Time Academic Employees), Article II (Associate Academic Employees), Article V (Summer Quarter), and Article VII (Professional Growth) may be reopened any time funding is specifically provided or legislative restrictions on bargaining unit salaries/increments/turnover monies are removed or at any time funding is specifically provided for such purposes. Negotiations for a successor agreement shall commence upon the request of either party on or after April 1, 2018.

SECTION C. Memorandum of Understanding

Duration of this Agreement has been modified by Memorandum of Understanding and is incorporated herein. See Appendix C (Memorandum of Understanding).

Signed this 24th day of May, 2017

FOR: SHORELINE COMMUNITY COLLEGE
FEDERATION OF TEACHERS

BY: DuValle Daniel, President

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

BY: Phillip Barrett, Chair

Approved as to form:

John D. Clark
Assistant Attorney General
State of Washington
AGREEMENT

APPENDIX A: COMPENSATION

Effective September 1, 2017 through June 30, 2019
APPENDIX A: COMPENSATION
(Effective September 2017)

ARTICLE I: FULL-TIME ACADEMIC EMPLOYEES

SECTION A. Annually Contracted Academic Employee Salary Schedule

Annually contracted academic employees returning to the District for the academic years during the period of the Agreement shall be placed upon the salary schedule in accordance with a control list agreed to by the parties. The Federation agrees to indemnify the Employer and hold it harmless against any claims alleging that the implementation of this section is contrary to applicable statute. A legislative funded one and eight-tenths percent (1.8%) cost of living adjustment, which went into effect during the 2016-17 fiscal year, is already reflected in the base salary.

<table>
<thead>
<tr>
<th>Level</th>
<th>Salary</th>
<th>Education/Degrees Earned</th>
<th>Experience</th>
</tr>
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<tbody>
<tr>
<td>1</td>
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<td>2-3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0-3</td>
</tr>
<tr>
<td>3</td>
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<td>4-5</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>0-1</td>
</tr>
<tr>
<td>4</td>
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<td>MA, MS, MBA or equiv. PhD or equiv.</td>
<td>6-7</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2-3</td>
</tr>
<tr>
<td>5</td>
<td>$55,980</td>
<td>MA, MS, MBA or equiv. PhD or equiv.</td>
<td>8-9</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4-5</td>
</tr>
<tr>
<td>6</td>
<td>$58,128</td>
<td>MA, MS, MBA or equiv. PhD or equiv.</td>
<td>10-11</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>$60,276</td>
<td>MA, MS, MBA or equiv. PhD or equiv.</td>
<td>12-13</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>8-9</td>
</tr>
<tr>
<td>8</td>
<td>$62,424</td>
<td>MA, MS, MBA or equiv. PhD or equiv.</td>
<td>14-15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10-11</td>
</tr>
<tr>
<td>9</td>
<td>$64,573</td>
<td>MA, MS, MBA or equiv. PhD or equiv.</td>
<td>16-17</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>12-13</td>
</tr>
<tr>
<td>10</td>
<td>$66,721</td>
<td>MA, MS, MBA or equiv. PhD or equiv.</td>
<td>18-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>14-15</td>
</tr>
<tr>
<td>11</td>
<td>$68,869</td>
<td>MA, MS, MBA or equiv. PhD or equiv.</td>
<td>20-21</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>16-17</td>
</tr>
<tr>
<td>12</td>
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<td>more than 21</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>more than 17</td>
</tr>
<tr>
<td>13</td>
<td>$73,166</td>
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<tr>
<td>14</td>
<td>$75,314</td>
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<td>15</td>
<td>$77,463</td>
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<td>—</td>
</tr>
<tr>
<td>16</td>
<td>$79,611</td>
<td></td>
<td>—</td>
</tr>
</tbody>
</table>

In the event funding is provided and authorized for salary increases and/or increments for full-time academic employees during this Agreement, the parties agree to reopen this section to determine the distribution of the salary increase. Any actual or potential legislative authority to bargain local funds to pay increments during the 2017-2019 Agreement duration shall not be a basis to reopen bargaining.
SECTION B. Annually Contracted Academic Employee Increment Funding

1. All partial increment increases negotiated in this Agreement (Section B.1.a., b., and c.) shall be treated as deferred compensation retroactive to July 1, 2016. See Appendix C Memorandum of Understanding, dated December 7, 2016.

   a. Funding for one-half (1/2) step increment increase plus funds saved from a one-third (1/3) reduction in sabbatical funding and used for a partial increment increase based on a weighted average of increments due;

   b. Funding for one-half (1/2) step increment increase; and,

   c. Distribution of the annual turn-over dollars for partial increment increase.

2. Faculty Incentive Plan (FIP). In addition to any legislative funding, future annual partial increments will be funded as measured by the Target Performance Formula. The Target Performance Formula funding is defined as current year target performance less prior year target performance divided by two (2). The first annual funding period defines prior year as 2016-2017 fiscal year. The Target Performance Formula calculation will occur by October 1 of each fiscal year, with the first calculation occurring by October 1, 2018. Employer shall provide Federation president and Federation treasurer the complete formula numbers by October 1 of each fiscal year, and shall also provide supporting documentation for the numbers upon request. Federation president shall provide written notice to Employer of agreement or disagreement of the calculation within ten (10) days. Employer and Federation president shall work together to promptly resolve any disagreement on the formula calculation. Upon agreement between the Employer and Federation president on the formula calculation, payment of the annual partial increments will be implemented.

   \[
   \text{Current Year Target Performance} - \text{Prior Year Target Performance} \quad \frac{2}{2} = \text{Partial Increment Funding}
   \]

   Target Performance Formula:

   \[
   \text{Tuition Revenue} - \left(\text{Cost of Instruction} \times (1 + \text{Rate})\right) = \text{Target Performance}
   \]

   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).
   • Cost of Instruction = Expenditures under sub-objects (AS_SOBJ Codes) AE, AF, 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: 07/01/2016 – 6/30/2017 rate is thirty-five percent (35%).)

   The Faculty Incentive Plan will not supersede statutory or other legal authority.
SECTION C. Initial Placement of Full-Time Academic Employees

1. Newly hired full-time academic employees shall be placed at Level 1 through Level 12 on the salary schedule above according to the following criteria (only degrees earned at accredited institutions are recognized).

2. 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 which 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.

3. Any 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.

4. At the time a recommended 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.

SECTION D. Advancement

1. Salary Grid Movement. All advancement is contingent upon the submission of a professional development report (see Section E. below) and legislative funding and/or authorization. This contingency is waived on a one-time basis for the initial implementation of the 2017-2019 Agreement. Consistent with other provisions of this Agreement, full-time academic employees shall be eligible to advance one (1) level upon the completion of each full year of service.

2. Consistent with other provisions of this Agreement, full-time academic employees shall be eligible to advance one (1) additional level on the current salary schedule upon the completion of an additional Master’s degree, a PhD degree and/or other professional degree, such as a law degree and EdD. Such advancement shall take place the fall quarter following the awarding of such a degree and contingent upon legislative funding and/or authorization.

3. Promotion Upon Attaining Tenure. Effective the fall quarter following the award of tenure, such academic employees shall be raised one (1) level on the salary grid. Such movement shall be considered a promotion and costs thereof shall not be charged against any salary increase allocations. Current academic employees who were initially placed at Level 8 and were denied the advancement at the award of tenure prior to implementation of this 2017-2018 Agreement, will receive a one-time, one-step increment.

4. Full-Time Academic Employee incremental advancement is not limited by the salary schedule shown in Section A. Annually Contracted Academic Employee Salary Schedule. 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 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 five (5) days is $42.00 per hour. The rate of pay for substitutes who work five (5) days or more in the same assignment shall be the appropriate associate faculty rate of pay.

SECTION G. General Hourly Rate of Pay

Except as provided elsewhere in this Agreement the hourly rate of pay for full-time academic employee assignments that are beyond their normal duties shall be $42.00.

SECTION H. Future Modification

In the event funding is provided and authorized for salary increases and/or increments for full-time and/or associate academic employees during this Agreement, the parties agree to reopen this section to determine the distribution of the salary increase.

[continued next page]
# ARTICLE II: ASSOCIATE ACADEMIC EMPLOYEES

## SECTION A. Associate Academic Employee Salary Schedule

The quarterly base salary for associate academic employees is found on the grid below. A legislative funded one and eight-tenths percent (1.8%) cost of living adjustment, which went into effect during the 2016-2017 fiscal year, is already reflected in the base salary. A $400 annual stipend will be paid to cover ten (10) hours of mandatory training per academic year and is not reflected in this schedule.

<table>
<thead>
<tr>
<th>Level</th>
<th>Salary</th>
<th>Education/Degrees Earned</th>
<th>Qtrs</th>
<th>Yrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$11,060</td>
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<td>0-3</td>
<td>0-1</td>
</tr>
<tr>
<td>2</td>
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<td>4-6</td>
<td>1-2</td>
</tr>
<tr>
<td>3</td>
<td>$12,058</td>
<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
<td>7-9</td>
<td>2-3</td>
</tr>
<tr>
<td>4</td>
<td>$12,557</td>
<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
<td>10-12</td>
<td>3-4</td>
</tr>
<tr>
<td>5</td>
<td>$13,057</td>
<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
<td>13-15</td>
<td>4-5</td>
</tr>
<tr>
<td>6</td>
<td>$13,556</td>
<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
<td>16-18</td>
<td>5-6</td>
</tr>
<tr>
<td>7</td>
<td>$14,055</td>
<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
<td>19-21</td>
<td>6-7</td>
</tr>
<tr>
<td>8</td>
<td>$14,554</td>
<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
<td>22-24</td>
<td>7-8</td>
</tr>
<tr>
<td>9</td>
<td>$15,053</td>
<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
<td>25-27</td>
<td>8-9</td>
</tr>
<tr>
<td>10</td>
<td>$15,553</td>
<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
<td>28-30</td>
<td>9-10</td>
</tr>
<tr>
<td>11</td>
<td>$16,052</td>
<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
<td>31-33</td>
<td>10-11</td>
</tr>
<tr>
<td>12</td>
<td>$16,551</td>
<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
<td>34-36</td>
<td>11-12</td>
</tr>
<tr>
<td>13</td>
<td>$17,050</td>
<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
<td>37-39</td>
<td>12-13</td>
</tr>
<tr>
<td>14</td>
<td>$17,550</td>
<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
<td>40-42</td>
<td>13-14</td>
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<tr>
<td>15</td>
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<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
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<td>14-15</td>
</tr>
<tr>
<td>16</td>
<td>$18,548</td>
<td>BA, Voc Certificate, MA, MS, MBA or equiv. PhD or equiv.</td>
<td>46-48</td>
<td>15-16</td>
</tr>
</tbody>
</table>
In the event funding is provided and authorized for salary increases and/or increments for associate academic employees during this Agreement, the parties agree to reopen this section to determine the distribution of the salary increase. Any actual or potential legislative authority to bargain local funds to pay increments during the 2017-2019 Agreement duration shall not be a basis to reopen bargaining.

SECTION B. Associate Academic Employee Increment Funding

1. All partial increment increases negotiated in this Agreement (Section B.1.a. and b.) shall be treated as deferred compensation retroactive to July 1, 2016. See Appendix C Memorandum of Understanding, dated December 7, 2016:

   a. Funding for one-half (1/2) step increment increase plus funds saved from a one-third (1/3) reduction in sabbatical funding used for a partial increment increase based on a weighted average of increments lost; and,

   b. Funding for one-half (1/2) step increment increase.

2. Faculty Incentive Plan (FIP). In addition to any legislative funding, future partial increments will be funded as stated and measured by the Target Performance Formula defined in Article I (Full-Time Academic Employees) Section B.

SECTION C. Initial Placement for Associate Academic Employees

Newly hired associate academic employees shall be placed at the appropriate Level 1 through 12 as described in Appendix A, Article I, Section C. Initial Placement of Full-Time Academic Employees. Associates 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 associate.

SECTION D. Advancement

1. Advancement is contingent upon legislative funding and/or authorization. Consistent with other provisions of this Agreement, associate academic employees shall be eligible to advance one (1) level 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 can be made each academic year.

2. Completion of an associate faculty professional development report (see Section E. below) is required for advancement beyond Level 5. This contingency is waived on a one-time basis for the implementation of this Agreement.

3. Associate Academic Employee incremental advancement is not limited by the salary schedule shown in Section A. Associate Academic Employee Salary Schedule. 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 associate 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 five (5) days is $42.00 per hour. The rate of pay for substitutes who work five (5) days or more in the same assignment shall be the appropriate associate academic employee rate of pay.

SECTION G. General Hourly Rate of Pay

Except as provided elsewhere in this Agreement the hourly rate of pay for associate academic employee assignments that are beyond their normal duties shall be $42.00.

SECTION H. Future Modification

In the event funding is provided and authorized for salary increases and/or increments for full-time and/or associate academic employees during this Agreement, the parties agree to reopen this section to determine the distribution of the salary increase.

ARTICLE III: 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 EVP, 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 IV: 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)**

<table>
<thead>
<tr>
<th>Level</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 – Contact Advisor</td>
<td>$322</td>
</tr>
<tr>
<td>Level 2 – Resource Advisor</td>
<td>$618</td>
</tr>
<tr>
<td>Level 3 – Coordinating Advisor</td>
<td>$940</td>
</tr>
</tbody>
</table>

**Other Advising**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funkngroove</td>
<td>$4,476</td>
</tr>
<tr>
<td>Choral Groups</td>
<td>$4,476</td>
</tr>
<tr>
<td>Instrumental Music</td>
<td>$4,476</td>
</tr>
<tr>
<td>Opera Workshop</td>
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<tr>
<td>Musical</td>
<td>$3,333</td>
</tr>
<tr>
<td>Plays</td>
<td>$4,476</td>
</tr>
<tr>
<td>Video Production</td>
<td>$4,476</td>
</tr>
<tr>
<td>Community Band</td>
<td>$4,476</td>
</tr>
</tbody>
</table>
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.

All stipends will be adjusted annually based on legislative authorization and appropriation in a percentage equal to the average percentage increase provided to the associate faculty salary schedule.

**ARTICLE V: SUMMER QUARTER**

Pay for summer quarter academic employees whose work is limited to classroom instruction and office hours shall be based upon the following:

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

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 associate academic employees shall be in accordance with Articles I and II of this Appendix.

Pay for work other than classroom teaching shall be in accordance with Article VI of this Appendix.

Nothing in this Article shall be construed to require the Employer to offer a summer quarter.

**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: 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. For Full-Time Faculty: In each academic year during the duration of the Agreement, budget $535 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 $535 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.

2. For Associate Faculty: In each academic year for the duration of the Agreement, $19,500 will be made available for professional growth opportunities for associate 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.

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.

3. In-Service Day: Beginning fall quarter 2006, 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 VIII: 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 EVP 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; 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- 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- 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 EVP 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.

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.

7. 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 IX: FACULTY PROGRAM COORDINATORS

SECTION A. Compensation

1. Placement on the Faculty Program Coordinators scale determines compensation. The Faculty Program Coordinators scale will be determined by the Joint Union/Management Committee. Any additional duties assigned will result in additional compensation, authorized by the EVP 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 methods:

   a. Stipend – the same rate for all;

   b. Release Time – Administrative work should be on release time;

   c. Extended Days – directors, librarians, advisors; and,
d. Hourly rate – $42 or current hourly rate.

2. Compensation for Faculty Program Coordinator 1, Faculty Program Coordinator 2, and Faculty Program Coordinator 3 shall be:
   a. Funded based on projected job hours for duties and responsibilities;
   b. Published on the Request for Faculty Program Coordinator Checklist; and,
   c. Based on an agreement between the EVP and the Federation President or their designee.

SECTION B. Request for Faculty Program Coordinator Checklist

[continued next page]
Shoreline Community College
Student Learning & Success
Request for Faculty Program Coordinator Checklist

Directions: Fill in spaces below with required information and submit to the office of the Executive Vice President for Student Learning & Success (EVP) for approval prior to commencing the assignment.

Program/Department: __________________________________________________________

Academic Year: ______________________________________________________________

Faculty Member: ______________________________________________________________

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.)

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

Directions: Check the appropriate items and provide required information below.
Faculty Program Coordinator Categories

Faculty Program Coordinator 1: Program and Faculty Development, Program Representative, and Personnel Management. (Eligibility**: Full-Time Faculty only).

Faculty Program Coordinator 2: Administrative Responsibilities. (Eligibility**: Priority Associate Faculty, Full-Time Faculty, or Non-Faculty in coordination with faculty).

Faculty Program Coordinator 3: Recruitment, Program Growth, and Outreach and Compliance. (Eligibility**: Priority Associate faculty, Full-Time Faculty or Non-Faculty in coordination with faculty).

General Faculty Program Coordinator Duties

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
□ Provide leadership and coordinate instructional staff in assigned discipline/program areas.
□ Supervise Associate Faculty by visiting the academic employee’s classes, providing written feedback, and evaluating the academic employee’s progress.
□ Assist in the recruiting, screening, hiring, and scheduling of Associate 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.
□ Supervise 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.
- Provide management of Associate Faculty by visiting classes, providing written feedback, and evaluating the Associate Faculty’s progress.
- Assist in the recruiting, screening, hiring, and scheduling of Associate 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.
AGREEMENT

APPENDIX B: DEFINITIONS

Effective June 1, 2017 through June 30, 2019
APPENDIX B
DEFINITIONS

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

Academic Employee means any teacher, counselor, advisor, 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 academic employee appointment. See Agreement, Article VIII, Tenure, Section B., Definitions.

Administrative Appointment shall mean employment in a specific administrative position as determined by the appointing authority. RCW 28B.50.851(5). See Agreement, Article VIII, Tenure, Section B., Definitions.

Appointing Authority shall mean the Board of Trustees of Community College District Number Seven. See Agreement, Article VIII, Tenure, Section B., Definitions.

Appointment Review Committee shall mean a committee composed of the candidate’s tenured academic employee 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.50.851(7). See Agreement, Article VIII, Tenure, Section B., Definitions.

Associate Academic Employee Annual Contract provides an associate faculty member with a course load of at least fifty percent (50%) for three (3) consecutive quarters (fall, winter, and spring) at the current associate faculty rate of pay. See Agreement, Article VII, Terms and Conditions of Employment, Section A., Definitions of Employment Categories.

Associate Academic Employee 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 Agreement, Article VII, Terms and Conditions of Employment, Section A., Definitions of Employment Categories.

Candidate shall mean any individual holding a probationary academic employee appointment. RCW 28B.50.851(4) uses the word “probationer,” and, for all purposes, “candidate” will replace “probationer” in this section. See Agreement, Article VIII, Tenure, Section B., Definitions.

College shall mean Shoreline Community College and any other community college hereafter established in Community College District Number Seven. See Agreement, Article VIII, Tenure, Section B., Definitions.

Conditions: Academic employees teaching eLearning courses are supported by Article XIII, Leaves; and Article VII, Section E.6.; and Article VII, Section F.1.b. See Agreement, Article XXI, eLearning, Section B., 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 Agreement, 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 Agreement, Article XIII, Fact-Finding, Progressive Corrective Action, and Disciplinary Action, Section B., Corrective Action.

EVP shall mean the College Executive Vice President for Student Learning & Success (EVP). This position was formerly known as Executive Vice President for Academic and Student Affairs.

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, division deans and administrators to the extent that such department heads, division deans or administrators have had or do have status as a teacher, counselor, or librarian. RCW 28B.50.851(2). The term “academic employee” as used in Articles VII (Terms and Conditions of Employment) and-XI (Formal Procedures Relating to the Dismissal of an Academic Employee) in the Agreement will imply that such academic employee has a “faculty appointment” per this definition. See Article VIII (Tenure) Section B. Definitions.

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

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

Full-Time shall mean an individual assigned a full load for the entire academic year, or, as applicable, three (3) successive quarters for probationary appointments. See Agreement, Article VIII, Tenure, Section B., Definitions.

Fully Online Course: A distance learning course where no meetings on campus are required. See Agreement, Article XXI, eLearning, Section B., Definitions.
**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 Agreement, Article XVI, Grievance Procedure, Section A., Definitions.

**Hybrid Course**: A distance learning course of less than fifty-one percent (51%) distance education, with some displaced face-to-face classroom time. See Agreement, Article XXI, eLearning, Section B., 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 Agreement, Article XVI, Grievance Procedure, Section A., Definitions.

**Intellectual Property**: Ownership of Intellectual Property created through eLearning shall be governed by the provisions of Article VI, Section E.10., Copyrights, Patents and eLearning. See Agreement, Article XXI, eLearning, Section B., Definitions.

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

**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 Agreement, Article VIII, Tenure, Section B., Definitions.

**Online Course**: A distance learning course where fifty-one percent (51%) or more is via distance education, not face-to-face classroom time. See Agreement, Article XXI, eLearning, Section B., Definitions.

**President** shall mean the President of Community College District Number Seven or, in the President’s absence, the acting president. See Agreement, Article VIII, Tenure, Section B., Definitions.

**Privacy**: The College shall take reasonable steps to ensure that the needs for privacy of email and on-line 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 Agreement, Article XXI, eLearning, Section B., Definitions.

**Probationary Academic Employee 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(3). See Agreement, Article VIII, Tenure, Section B., 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 temporary 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. See Agreement, Article VII, Terms and Conditions of Employment, Section A., Definitions of Employment Categories.

Probationer shall mean any individual holding a probationary academic employee appointment. RCW 288.50.851(4). See Agreement, Article VIII, Tenure, Section B., Definitions.

Pro-Rata Academic Assignment provides annual contracts at the full-time rate of pay (pro-rated) to associate faculty with a guaranteed course load of at least fifty percent (50%) generally for three (3) consecutive quarters (normally fall, winter and spring). See Agreement, Article VII, Terms and Conditions of Employment, Section A., Definitions of Employment Categories.

Receipt/Notification: For delivery from grievant/Federation to Administration, the date of countersignature will be considered the date of receipt. For delivery from the Administration to the grievant/Federation, the date of delivery will be considered the date it is sent via certified mail. See Agreement, Article XVI, Grievance Procedure, Section A., Definitions.

Priority Associate Employees: See Agreement, Article VII, Terms and Conditions of Employment, Section A., Definitions of Employment Categories, and Article X, Priority Associate Status.

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

Temporary Academic Employee Appointment means employment for a definite period of time and for a full assignment. No one shall be employed in this category for more than six (6) consecutive quarters, unless the position is funded by Special Funds. In the event an academic employee continues employment beyond a third consecutive full-time quarter, a tenure review committee may be established for that individual in accordance with the provisions of Article VIII, E-I of the Agreement. A temporary appointment can be revoked only for cause and with due process during its term (See Articles IX and X of the Agreement). See Agreement, 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 may be revoked only for sufficient cause and with due process. RCW 288.50.851(1). See Agreement, Article VIII, Tenure, Section B., Definitions.

Tenured Appointment means employment for an indefinite period of time which can be revoked only for 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.
AGREEMENT

APPENDIX C:

Memorandum of Understanding
Duration

Dated: December 7, 2016

Effective June 1, 2017 through June 30, 2019
MEMORANDUM OF UNDERSTANDING

By and Between Shoreline Community College and the Shoreline Community College Federation of Teachers

Regarding Article XXVI and the Duration of the Agreement

The current Agreement was effective from July 1, 2013 through June 30, 2016. The preceding Memorandum of Understanding extended the Agreement through December 31, 2016. Shoreline Community College (College) and the Shoreline Community College Federation of Teachers (SCCFT) have committed to continue bargaining in good faith toward a ratified agreement on a new labor contract. To that end, both parties agree to extend the 2013-2016 bargained Agreement, including all of its letters of understanding and memoranda of understanding, through June 30, 2017, or until a new agreement is fully signed, whichever is earlier. Both the College and the SCCFT have the intention of completing these negotiations prior to June 30, 2017.

The issue of compensation for the period of July 1, 2016, forward has not been fully negotiated and remains unresolved. Any negotiated increase in faculty compensation that is ratified after July 1, 2016, will be treated as deferred compensation.

For the Federation:

By: DuValle Daniel
   SCCFT Local 1950 President

12/7/16

Date

For the College:

By: Phillip L. Barrett, Chair
   Shoreline Community College
   Board of Trustees

12/7/16

Date
AGREEMENT

APPENDIX D:
SENIOR ASSOCIATE
FACULTY

Effective July 1, 2016 through June 30, 2019
APPENDIX D  
SENIOR ASSOCIATE FACULTY

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 (Reduction in Force) 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 fifty percent (50%) load each quarter of the regular academic year (excluding summer quarter). Senior Associates may teach larger loads, even in excess of one hundred percent (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 (Terms and Conditions) 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 (Terms and Conditions) Section C.

5. Once awarded, Senior Associate annual contracts are automatically renewed unless:
   a. There is a Reduction in Force per Article X (Reduction in Force) 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; or,
   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 (2) satisfactory FEP cycles; and,

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 canceled for low enrollment, causing a Senior Associate faculty member to drop below a fifty percent (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 (Reduction in Force) 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 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 EVP, the Administration will determine the initial number of Senior Associate faculty contracts to be offered, based on the most recent four (4) 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 fifty percent (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 one hundred percent (100%) load.

The Administration and the Federation will annually review the most current four (4) 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 (Reduction in Force) 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 a Senior Associate position, the following tie-breakers shall be used:

   a. Seniority based on the earliest academic quarter of hire in the subject area; and,

   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 their annual contract for any of the following reasons:

1. Sufficient cause as defined in Article IX (Dismissal) 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; or,

4. Failure to demonstrate improvement after a documented pattern of material complaints. A documented pattern of material complaints shall be defined as four (4) or more complaints in written format per section of any course in two (2) 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 (2) 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 fifty percent (50%) load, while still maintaining sections for associates; and,

2. Lack of funds as outlined in Article X (Reduction in Force) 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.
AGREEMENT

APPENDIX E:
ADVISING AND COUNSELING MATRIX

Effective June 1, 2017 through June 30, 2019
APPENDIX E
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

<table>
<thead>
<tr>
<th>Personnel Delivering the Service</th>
<th>Academic Employees</th>
<th>Non A &amp; C Faculty*3</th>
<th>Non-Academic Employees**2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Advising &amp; Counseling Faculty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2 Advise students in understanding the implications of academic choices for career and life goals</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>4 Advise students regarding the ways in which learning in different disciplines differs and intersects</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5 Advise students in developing decision-making skills related to educational goals</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>6 Advise students about non-traditional educational and career pathways</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>7 Advise students about course substitutions or waivers related to certificate or degree requirements of their programs of study</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

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

3 *Includes non-academic employees identified in 6/20/06 Memorandum of Understanding between SCC and SCCFT.
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<td>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</td>
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<td>9 Provide information about program costs and length of degrees and certificates</td>
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<td>10 Advise students of the importance and philosophy of general education requirements</td>
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<td>12 Advise students regarding academic expectations – formal and unwritten norms</td>
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<td>13 Explain the purpose, goals, roles, expectations and methods of academic advising and planning</td>
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<td>14 Describe the importance of the advisor/advisee relationship</td>
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<td>15 Assess academic skills and assist/support students in their development of skills required for student success</td>
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<td>16 Advise students whose test scores, transfer credit, or special circumstances require further review prior to course placement</td>
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<td>17 Interpret course placement testing results and address concerns related to test scores</td>
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<td>18 Describe course placement testing process</td>
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<td>19 Advise prospective students</td>
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<td>20 Advise students regarding their questions and concerns related to admissions to SCC, SCC programs and transfer institutions</td>
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<td>21 Advise students about admissions applications process and writing competitive personal statements for transfer</td>
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<td>22 Advise students in obtaining information from transfer institutions related to students’ academic goals</td>
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<td>23 Advise students about transfer options to other colleges and universities related to the students’ program of study</td>
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<tr>
<td>24 Advise high school students in high school settings and at other events</td>
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<td>25 Assist high school students and/or their parents with admissions information at high school-college conferences, high school settings and other events</td>
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<td>26 Describe procedures and guidelines related to SCC admissions</td>
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<tr>
<td>27 Perform unofficial evaluation of incoming transfer credits</td>
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<td>28 Perform unofficial transcript evaluation for current students</td>
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<td>29 Officially evaluate transcripts for incoming students and SCC transfer degree programs</td>
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<td>30 Officially evaluate transcripts for SCC professional/technical degree programs</td>
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<td>31 Advise students regarding their academic progress</td>
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<td>32 Advise students regarding academic warning, probation and suspension</td>
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<td>33 Develop plans for academic success with students on academic warning, probation or suspension</td>
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<tr>
<td>34 Explain minimum criteria for students to remain in good academic standing (financial aid, veterans, academic probation, athletic eligibility, etc.)</td>
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<td>35 Advise students on courses to use in the calculation of GPA for (on- and off-campus) program admissions</td>
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<td>36 Explain grade point average</td>
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<td>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.</td>
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<td>39 Provide general information about deadlines, pass/fail, audit, withdrawal, repeating a class, Incompletes, Independent Study, credit by exam, prior experience credit, etc.</td>
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<td>40 Provide information about institutional policies, procedures and resources</td>
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<td>41 Explain academic terminology (ex: audit, withdrawal, pass/fail, major/minor, etc.)</td>
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<td>42 Explain the content of the class schedule</td>
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<td>43 Explain the registration process</td>
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<td>44 Describe use of online services, e.g., registration, accessing grades and quarterly schedule, etc.</td>
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<td>45 Describe procedures related to closed classes and waiting lists</td>
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<td>46 Provide general information on programs/degrees available at SCC</td>
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<td>47 Direct students with educational, career and/or personal questions, concerns or skills/learning difficulties to appropriate campus and community resources</td>
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<td>48 Inform students about co-curricular activities (e.g., clubs, intramurals, campus performances/presentations, etc.) and how they contribute to students’ overall success</td>
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<tr>
<td>49 Assist students in understanding the process for student complaints or difficulties</td>
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<td>50 Explain the role of the student advocate in assisting in student complaints</td>
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<tr>
<td>51 Provide administrative co-ordination and assistance for campus-wide College fairs</td>
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