

**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 Seven, hereinafter called the "Employer," and the Shoreline Community College Federation of Teachers, Local #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 Seven 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 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 his/her membership in the Federation, his/her 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 Secretary with the District Directory as soon as possible after its publication. In addition the District shall provide the Federation Secretary a list of all academic employees denoting the respective administrative unit to which each academic and associate academic employee is assigned by ten (10) days after the first appropriate payroll run each academic year.

#### 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 reduction in teaching load during fall, winter, spring and summer quarters. The College shall provide an additional one-third of one (1) quarter release time each year, totaling five (5) quarters. This additional one-third 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 B) 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 of a full-time load in any quarter for any individual.

2. The College will provide one-third reduction in teaching load to the Federation President during the summer quarter at the rate of pay normally paid to a full-time faculty member teaching during the summer quarter.

### **ARTICLE IV: NONDISCRIMINATION**

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

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

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

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

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

## **ARTICLE VI: ACADEMIC FREEDOM**

### SECTION A. Purpose

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

### SECTION B. Implementation of Academic Freedom

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

1. As citizens of the United States, academic employees are free to exercise all rights of citizenship without institutional censorship, discipline, or other interference.
2. As professional educators, academic employees are free to select the content and methodologies for their courses within the constraints established by their discipline peers, specialized accrediting agencies and State or Federal licensing departments. Instructors shall be free to select textbooks, resource persons, and other educational materials, which do not place unreasonable financial burden on either the student or district.
3. Academic employees follow the Family Educational Rights and Privacy Act of 1974 (FERPA) guidelines relating to release of information regarding students.

Current FERPA information indicates that the following information can be released about a student: student name(s), dates of attendance, degrees awarded, honors, major field of study, date of graduation.

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 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, associate and affiliate.

1. A "tenured appointment" means employment for an indefinite period of time, which can be revoked only for cause and with due process (see Articles IX and X 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 "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 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, Sections E-J 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).
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. An "affiliate academic employee appointment" means an associate faculty member has been awarded affiliate status according to the provisions of Article XXI Affiliate Status. Affiliate faculty are guaranteed certain rights and privileges in return for certain duties and responsibilities.
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 (50) percent for three (3) consecutive quarters (normally fall, winter, and spring).
7. An "associate academic employee annual contract" provides an affiliate/associate faculty member with a load of at least fifty (50) percent 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 172 days and shall be in accordance with the College calendar as approved or modified by the Board of Trustees.
3. The 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 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 full day or its equivalent of required activities may be scheduled at the discretion of the College President and one-half day at the discretion of the unit administrator. Faculty shall be notified in advance by the College President or his/her 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 teaching schedules, office hours, academic advising duties, individual student contacts (other than in class), and other professional responsibilities as assigned by the College President or his/her designee. Such obligations may be performed in person or online. In addition to student contact and office hours, faculty are expected to serve on committees, participate in College governance, divisional, and program planning activities as well as other activities.

1. 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.
  - 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.
2. 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 Vice President for Academic and Student Affairs and shall require his/her 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 his/her reassigned time from teaching.

3. Workload Appeal

If a faculty member believes his/her workload assignment is unreasonable and/or burdensome, s/he 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 Vice President for Academic and Student Affairs, who shall consult with the Federation President or designee before issuing his/her final disposition.

4. If a unit administrator believes that a faculty member is not fulfilling his/her 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 XII Corrective Action.
5. 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.
6. Compensation shall be at the rate determined by the salary schedule (Appendix A, Articles I and II), and by the percent of a full load assigned, except for summer school which is compensated according to Appendix A, Article V.

7. Pay Dates

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, Section K of the Agreement. Such agreement shall be reduced to writing in a memorandum of understanding between the parties.



8. 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 contractual work day for full-time instructional academic employees shall be defined as the individual workload assignments made in accordance with the criteria set forth above. When classes are not scheduled during the 172 days required by the contract, instructional academic employees shall be present on campus for the number of hours necessary to meet professional responsibilities unless prior timely written request to be absent receives written approval by the unit administrator. In addition, instructional academic employees are expected to attend a reasonable number of scheduled activities, perform departmental duties assigned by the unit administrator, conduct academic advisory functions, and observe regular office hours. Exception: This does not apply to "additional 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 (5)-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:

	<u>Contact Hours per Week</u>
Art, Drama, Visual Communications Tech, Music Ensembles	17
Physical Education	18
Productions (musical, opera, drama)	20
Automotive	24
Parent Education (except for ParEd 190)	25
Precepted Clinical Practice	Variable, as
> Medical Lab Technology	required by
> Health Informatics and Information Management	accrediting body
> Phlebotomy	
Dental Hygiene, Nursing	Variable, as
	assigned by
	appropriate administrator

- (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 Vice President for Academic and Student Affairs, based on the Master Course Outline with advisory recommendations from the program faculty and the Curriculum Committee. The VPASA will consult with any impacted discipline faculty to clarify questions regarding the recommended course capacity.
- (5) eLearning
- The load for an eLearning course shall be equivalent to that of a face-to-face course. Course capacities for totally online eLearning courses or sections shall remain at 25 unless mutually agreed to by both the program faculty and the unit administrator.
- (6) Not more than seven (7) hours time 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 100 percent assignment.

(7) Reductions in Teaching Loads

Reductions of the above-required contact hour loads shall be authorized by the Vice President for Academic and Student Affairs 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.

d. 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.

2. Full-time Non-Instructional Academic Employees

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

a. Non-instructional academic employees shall meet and perform all duties and responsibilities during each of the 172 contractual workdays.

b. The appropriate unit administrator, after consultation with his/her administrative unit or area, shall schedule 172 work days of seven working hours each. If, by mutual agreement according to Section B.5 above, the faculty member's work calendar is reconfigured, the number of hours worked shall not total more than 1204.

c. A contractual work day shall mean the hours scheduled in accordance with Section D.2.b above. During such work days, 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. Exception: This does not apply to "additional undesignated full-time faculty days." Major function assignments shall be determined by the appropriate unit administrator.

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

3. Part-time (Affiliate, Associate)

The term "associate" shall be used in place of "part-time" whenever possible throughout this agreement.

- a. An associate academic employee shall be sent a letter of intent by his/her unit administrator prior to the beginning of each quarter, specifying his/her responsibilities and benefits and stipulating that any course assigned him/her may be canceled if the number of registrants is judged by the College President or his/her 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 an affiliate, annual or pro-rata contract.
- b. The salary 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, Article I, Section B, 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. 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.
- d. 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 \$39.00 an hour.
- e. Affiliate Status

Associate academic employees who have taught at least twelve (12) of the most recent sixteen (16) quarters and meet the other criteria set forth in Article XXI Affiliate Status may apply for affiliate status when an affiliate position is requested by program faculty. Affiliate status, with its rights and responsibilities, duties and privileges, is granted according to the process outlined in Article XXI. Affiliate status is not available to tenured, tenure-track or retired academic employees.

- f. 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 (3)-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 his/her 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.

g. 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 (50) percent for three (3) consecutive quarters (fall, winter, and spring) at the current associate faculty rate of pay.

h. 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.

i. Dismissal of an Affiliate/Associate Faculty Member

An affiliate/associate faculty member shall not be dismissed from his/her 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, Section C.1-11 of the Agreement.

Corrective action according to the provisions of Article XII, 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 his/her 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 State Employees Benefits Board of the Healthcare 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 Healthcare 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 XIII, 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. Classroom and Workplace Standards

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.

## 10. Copyrights, Patents and eLearning

- a. The ownership of any materials, processes or inventions developed solely by an academic employee's individual effort and expense shall vest in the academic employee and be copyrighted or patented, if at all, in the academic employee's name.
- b. The ownership of materials, processes or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.
- c. In those instances where materials, processes or inventions are produced by an academic employee with College support by way of use of significant personnel, time, facilities, or other College resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall be apportioned between the parties utilizing the binding arbitration procedures.
- d. Prior to a formal agreement the Administration and faculty member should consider some or all of the following areas related to an intellectual property agreement:
  - (1) Definition of use of College funds, e.g., work for hire, facilities/infrastructure, stipends/sabbaticals, grants/contracts, equipment, staff resources, release time, marketing
  - (2) Types of materials to be produced, i.e., 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
  - (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 such employees shall be granted twelve (12) days of personal leave on the first day his/her 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, s/he 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 temporary) academic employees

Each new full-time probationary and full-time temporary 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. Affiliate/associate academic employee benefits:

- a. Commencing with the first hour his/her assignment begins, each associate academic employee shall accumulate compensable personal leave on the following basis: An associate faculty member teaching a 100 percent 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 100 percent 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 & RCW 28B.50.551(5), shall be retained when s/he 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. Affiliate/associate academic employee eligibility for insurance benefits shall be in accordance with applicable State Employees Benefits Board of the Health Care Authority rules and regulations which will be periodically disseminated to affiliate/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<sup>th</sup>. 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 equal payment schedule shall be permitted.

- d. Affiliate faculty shall be paid on the same payroll schedule as full-time faculty during any quarter worked.

## **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

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The Board of Trustees of Community College District Number Seven 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 Seven; 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

As used in Articles VIII through XI, the following terms and definitions shall mean:

1. "Appointing Authority" shall mean the Board of Trustees of Community College District Number Seven.
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(1).
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(2a). 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(3).
5. "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.
6. "Administrative Appointment" shall mean employment in a specific administrative position as determined by the appointing authority. RCW 28B.50.851(5).
7. "President" shall mean the President of Community College District Number Seven, 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 Seven.
9. An "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.50.851(7).
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.50.851, 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; or
2. Upon formal recommendation of the review committee and with the written consent of the candidate, the appointing authority may extend its 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 a written plan of action 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 professional 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 (5)-member Appointment Review Committee shall be established between October 31 and November 15 for:
  - a. Each candidate in the first year of his/her appointment, or
  - b. Temporary academic employee appointees (Article VII, 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 his/her 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.
  - a. The divisional or administrative unit tenured academic employees shall submit a list of three (3) or more 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 related discipline or field of specialization. All full-time tenured and tenure track faculty as well as full-time temporary faculty described in Article VIII, 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 two (2) 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, 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 Student Body Association.
  - e. If a vacancy occurs during the term of the Appointment Review Committee, a designated alternate student shall be appointed by the Student Body Association, 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, 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 him/her of his/her strengths and areas needing improvement;

- c. Develop with him/her a plan to improve and strengthen performance.

The evaluation process shall place primary importance upon the candidate's effectiveness in his/her appointment. In accordance with the procedures in Article VIII, 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 his/her candidate status.

2. The first meeting of the Appointment Review Committee shall be called and chaired by the Vice President for Academic and Student Affairs 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 his/her 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 work with students;
  - 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;
  - h. The candidate's participation in curriculum/program development and promotion, which may include up to one-third 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 (4)-part evaluation process, which includes the candidate's annual self-evaluation, quarterly student evaluations by the candidate's students in all assigned classes, annual peer evaluations, and an annual administrative evaluation by the head of the candidate's administrative unit.

4. Observations of the candidate while s/he is performing her/his professional responsibilities also shall be part of the evaluation process. 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 his/her 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 his/her 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 his/her 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 Vice President for Academic and Student Affairs 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 Vice President for Academic and Student Affairs 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 March 1 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 20 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 areas needing improvement in the performance of a candidate are noted by the Appointment Review Committee, the following steps will be taken by the committee:
  - a. Specific areas needing improvement will be outlined in writing and discussed with the candidate within five (5) days of the conclusion of each Appointment Review Committee meeting.
  - b. The Appointment Review Committee will develop with the candidate a written plan of action to improve these deficient areas.
  - c. Follow-up conferences (at least one [1] a 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

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1. Rapport should be established and maintained between the candidate and his/her Appointment Review Committee so that the purposes of the observations and evaluations are clear.
2. The classroom observations shall be arranged with the candidate so that s/he 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 administrative head will have access to primary or "raw" evaluation data.
4. When a disagreement occurs between the candidate and his/her 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 his/her Appointment Review Committee to the Board of Trustees, s/he may request a meeting of the academic employees in a body, 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, Vice President for Academic and Student Affairs 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/Vice President for Academic and Student Affairs or appropriate vice-president; provided, however, if the President or Vice President makes a recommendation that is contrary to the recommendation of the Appointment Review Committee, s/he shall discuss such differences with the committee prior to her/his 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 and are not subject to the Grievance Procedure (Article XV).
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 his/her 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 XII shall be utilized prior to dismissal as appropriate to the specific facts of the case involved. Sufficient cause shall mean any of the following:

1. Incompetence in the performance of professional duties
2. Serious neglect of duty
3. Malfeasance
4. Physical or mental incapacity to perform duties as a professional academic employee
5. Gross misconduct
6. Willful, frequent, and intransigent violation of College rules and regulations
7. Sexual harassment or any other form of unlawful discrimination
8. Aiding and abetting or participating in any unlawful (RCW 28B.50.862)
  - a. Act of violence



- b. Act resulting in destruction of College property
  - c. Interference with the orderly conduct of the educational process
9. Substance abuse
10. Thefts or embezzlement of State property
11. Failure to maintain Federation membership pursuant to Article II, 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, the College President shall determine whether the proceeding against the academic employee should be undertaken. If the College President decides not to proceed, s/he 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 s/he decides to proceed, the matter shall be treated in accordance with Article XI.

**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

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 his/her 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 – Full-time probationary academic employees in order of least seniority

Third – Full-time tenured academic employees in order of least seniority

\*The requirement to reduce the number of associate academic employees first may be waived by the President in instances where total annualized savings to be accomplished exceeds four percent (4%) of bargaining unit payroll expended from the District general fund budget. Such calculations shall be based upon the most recent full fiscal year and shall be exclusive of fringe benefits costs.

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. Further notice required for reduction in force is specified in Article XI, Section B.4.

### 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                             | ■ Gender and Women’s Studies                    |
| ■ Academic Advising                   | ■ Geography                                     |
| ■ Accounting                          | ■ Geology                                       |
| ■ Art                                 | ■ Health Informatics and Information Management |
| ■ Art History                         | ■ History                                       |
| ■ Astronomy/Physics                   | ■ Humanities                                    |
| ■ Auto T – Daimler/Chrysler           | ■ Japanese                                      |
| ■ Auto T – General Motors             | ■ Library                                       |
| ■ Auto T – General Service Technician | ■ Manufacturing/Industrial Technology           |
| ■ Auto T – Honda                      | ■ Mathematics                                   |
| ■ Auto T - Toyota                     | ■ Media Services                                |
| ■ Biology                             | ■ Medical Lab Technology                        |
| ■ Business Administration             | ■ Multicultural Studies                         |
| ■ Business Technology                 | ■ Music – Instrumental                          |
| ■ Chemistry                           | ■ Music – Theory/Piano                          |
| ■ Communication Studies               | ■ Music – Vocal                                 |
| ■ Counseling/ Human Development       | ■ Music Technology                              |
| ■ Criminal Justice                    | ■ Nursing                                       |
| ■ Dental Hygiene                      | ■ Nutrition                                     |
| ■ Drama                               | ■ Philosophy                                    |
| ■ Economics                           | ■ Psychology                                    |

- Education
- Engineering
- English
- ESL
- Sociology
- Spanish
- Visual Communications Technology

2. Assignment: A committee consisting of the Vice President for Academic and Student Affairs 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 his/her 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 his/her RIF unit assignment to the committee noted in item 2 above no later than 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 XIII, 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 his/her administrative employment contract, continues to function as an academic employee with no less than one-third load. An academic employee who assumes a 100% administrative position shall continue to accrue seniority for three years. After three years of service in a 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, his/her 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 his/her 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 his/her RIF unit after annual contract and affiliate assignments have been scheduled 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.
  - d. 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 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 part-time assignments, if any, made in the applicable RIF unit shall not be increased over the number in existence at the time of the reduction in force by more than the equivalent of two-thirds 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 consecutive fiscal years, and when the total two-year required reductions equal or exceed 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 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 appointments shall hold Positions 6 and 7 and shall be appointed by the College President.
3. The student appointment shall hold Position 5 and shall be appointed by the Student Body Association 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 1 through 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 his/her 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.
  - e. In the case of a vacancy in any of the positions numbered 1 through 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 his/her own case or the case of his/her 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
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, this shall include a statement of (a) the grounds for reduction in force as delineated in Article X, 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 s/he 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 for Cause), 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 s/he could not be compelled to divulge in a court of law.
4. The right to be heard in his/her 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 his/her choosing who may appear and act on his/her behalf at the hearings.
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
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, the written recommendations of the Dismissal Review Committee shall be presented to the hearing officer.

### SECTION E. Hearing Officer

1. Appointment
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- 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, 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 s/he 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 his/her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than 30 days after

the conclusion of the formal hearing (or within ten (ten) days in the case of reduction in force for reasons set forth in Article X, 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) His/her proposed findings, conclusions of law, and a recommended decision
  - (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, 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, Section A.1, any individual academic employee may request the hearing officer to determine whether a separate hearing is appropriate.
- o. In the case of a reduction in force for reasons set forth in Article X, 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 as 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.
  - (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.
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, 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, 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 his/her 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: CORRECTIVE ACTION**

Corrective action shall be progressive in nature, shall be initiated at the level appropriate to the behavior that precipitates said action, and shall be in response to documented indicators of performance deficiencies requiring significant intervention. This Article shall not apply to decisions regarding renewal or non-renewal of probationers, decisions regarding rehire of part-time academic employees, dismissal of tenured academic employees, or decisions regarding the continuation of extra-contractual or supplemental activities. A corrective action plan may be developed by mutual agreement.

### SECTION A: Progressive Discipline

1. The College will follow progressive discipline steps, which include corrective action (coaching, verbal warning, counseling memo) and disciplinary actions (written reprimand, suspension with or without pay, reduction in pay, and dismissal). Corrective actions are preventative and taken to promote conduct that meets College rules and expectations. Disciplinary actions are taken when either corrective action fails to correct the previous problem or when the seriousness of the charge warrants more formal action.
2. If the College decides to begin an investigation or to take any action that may result in discipline, the SCCFT President will be notified when the faculty member is notified. Faculty members have the right to SCCFT representation at any meeting that may lead to progressive discipline.
3. Any corrective or disciplinary action taken will be appropriate for the behavior that precipitates the action and will be applied consistently and equitably.
4. Training will be provided unit administrators and program chairs to properly implement the steps in progressive discipline.

### SECTION B: Corrective Action

1. 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.
2. Corrective action is intended to improve performance and set out expectations for future conduct. A faculty member and a union representative may meet with the Vice-President for Human Resources and Legal Affairs if concerns arise.
3. Copies of notes, emails, memos, and other indications of corrective action will generally not be kept in the faculty member's regular 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 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 XIX Personnel Files.

4. The faculty member is responsible for requesting the review and removal of disputed documents to the HR office and the HR office will confirm the appropriate removal of disputed documents from the administrative unit file by email, within 10 days of receipt of the request.
5. 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

1. 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. Disciplinary action may include suspension with or without compensation, reduction of salary, or termination consistent with the procedural requirements of this Agreement.
2. Any disciplinary action requires that just cause has been established by the College by a preponderance of evidence. The burden of proof – that sufficient cause exists to proceed with disciplinary action – rests with the College.
3. In the event of documented allegations involving employee misconduct, an investigation will be conducted. Both parties agree that timely resolution to investigations is critical to maintaining a positive and productive work environment.
4. Misconduct that results in danger to persons or property may result in immediate suspension with pay.
5. The College President or designee has the authority to impose disciplinary action that is less than dismissal.
6. Disciplinary actions involving misconduct that may lead to dismissal will follow the procedure established in Article XI (Formal Procedures Relating to the Dismissal on an Academic Employee).
7. Investigations Procedure
  - a. The unit administrator or a Vice President will inform the faculty member that an investigation is being conducted. The date and time of the investigative interview will be sent by email to the faculty member with an email copy to the SCCFT President.
  - b. Prior to the investigative interview, the faculty member will be informed that he or she has the right to have a union representative present during the investigative interview. The faculty member is responsible for contacting a union representative.
  - c. 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 days in order to give the faculty member time to make arrangements for a union representative who will be available. Changes to the schedule for the investigative interview will be sent by email to the faculty member and the SCCFT President.
  - d. A copy of the completed investigation report will be sent to the SCCFT President within 10 days after the formal conclusion of the investigation.

8. When disciplinary action (written reprimand, reduction in pay, or suspension with or without pay) is being considered, the College President or designee will notify the employee and the SCCFT President. The written notice shall include the charges against the employee, an explanation of the evidence that forms the basis of the charge, and the action contemplated. The faculty member has the right to give reasons orally or in writing why the action should not be taken. If the faculty member chooses to provide a written defense, then the faculty member has the right to retain that document in his or her personnel file, according to the provisions of Article XIX, Section C.1.g.
9. The College President or designee will provide the faculty member within 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.
10. 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 also be sent to the SCCFT President.

#### SECTION D: Removal of Disciplinary Action Documents

1. Records of disciplinary actions involving reductions in pay or suspension with or without pay, and written reprimands not removed after 24 months, will be removed from a faculty member's personnel file after 48 months if all the following criteria are met:
  - a. Circumstances do not warrant a longer retention period.
  - b. There has been no subsequent disciplinary action.
  - c. The employee submits a written request for its removal to the Human Resources Office.
2. 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.
3. The Vice President for Human Resources and Legal Affairs will confer and mutually agree with the Vice President for Academic and Student Affairs before removing any disciplinary documents from a faculty member's administrative unit or HR personnel file.
4. If the request for removal of records of disciplinary actions is not approved within ten (10) days of receipt of the request, written notice will be provided to the requesting faculty member and the SCCFT President.

### **XIII: 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 four (4) percent 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 (150) percent 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 4.77 percent 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 eighty-six (86) percent of salary, or the maximum amount allowable under law, if that be less.

Up to three (3) one hundred (100) percent quarters may be awarded each academic year, provided that no one (1) individual shall receive more than one (1) one hundred (100) percent quarter per academic year, and further provided such quarter is the only sabbatical taken by the individual during the academic year. 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, s/he 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 stipend must be made unless the Employer approves an exception. The Employer shall be obligated to reassign a person returning from his/her sabbatical leave to an academic employee position for which s/he is qualified, consistent with the reduction-in-force procedures of this contract. In such instances the obligation to refund the stipend shall be waived.
- e. The length of the sabbatical leave shall be no less than one (1) quarter and no more than one (1) academic year (fall, winter, spring quarters).
- f. Other benefits shall accrue to the academic employee while s/he is on sabbatical leave as though s/he were on regular contract.

## 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 his/her 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 1 of each year. Elections shall take place between November 1 and November 15.

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 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 Vice President for Academic and Student Affairs no later than February 1.
- f. If the President or Vice President needs additional information and/or is considering making a recommendation that is contrary to the recommendation of the Sabbatical Selection Committee, s/he shall discuss such differences with the Committee chairperson(s) prior to his/her recommendation to the Board.
- g. The College President shall present the recommended candidates of sabbatical leaves chosen by the Committee to the Board of Trustees at the February Board meeting.

### 5. Applicant Procedures

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

### 6. Criteria for Selection

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



## SECTION B. Personal Leave

1. Personal leave may be used for illness, injury, bereavement, disability, home demands because of recent paternity, 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 Vice President for Human Resources and Legal Affairs 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, Section D.1.c.(2), and the resulting fraction shall be converted to a decimal figure carried out to two 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 (7)-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 his/her 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 his/her 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 s/he 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 his/her 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 his/her 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 his/her 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 deductible from any other leave to which the academic employee is entitled.
2. Academic employees shall be granted Subpoena Leave as may be required by the Subpoena, and shall be paid his/her regular salary less any compensation received for his/her 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 his/her 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 XIII, 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 his/her 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 his/her recommendation to the College President within five (5) days.

### **ARTICLE XIV: COLLEGE GOVERNANCE**

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

### **ARTICLE XV: 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. Cognizance: Any grievance not presented to the Employer in writing within fifteen (15) days of the aggrieved's cognizance of the facts on which the grievance is based shall be waived for all purposes.
3. Principles: All reasonable efforts will be made to honor principles of confidentiality, neutrality and fairness throughout the grievance process.
4. Confidentiality: The practice of non-disclosure by any person(s) involved in the grievance process to any person(s) not involved in the grievance process.
5. Neutrality: The quality of not engaging or aligning with either party relative to the complaint or claim topic.
6. Fairness: Marked by impartiality and honesty.
7. 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.

8. 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 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 s/he 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 his/her 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 his/her designated representative shall send his/her 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 his/her 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 (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 arbitratable 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 arbitratable 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; and
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; and
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; and
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; and
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; and
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; and
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.

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 XVI: 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 XVII: 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 XVIII: EVALUATIONS**

The primary goals of the evaluation process are to maintain excellence in education, promote student achievement and provide for professional growth. The Faculty Evaluation Plan (FEP) reflects the diverse faculty roles and the uniqueness of different teaching styles and teaching in different 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.

This plan is in accordance with the Shoreline Community College mission, vision, and core values and reflects the College Strategic Plan.

##### **Purpose**

- Ensure quality in the teaching and learning environment and enhance student learning
- Support faculty growth and development
- Encourage careful consideration of teaching and service to students
- Support faculty creativity, experimentation, and risk-taking
- Encourage currency in the faculty member's discipline(s)
- Identify areas that may need improvement and provide suggestions as needed
- Provide an opportunity for constructive dialogue on teaching and learning

## SECTION A. Evaluation Team

There will be an Evaluation Team (E-Team) comprised of three individuals. One administrative-exempt employee (appointed by the College) and one faculty member (appointed by the faculty Federation) will have a term of two years. The beginning date of the terms will be staggered for these two individuals. The third member of the E-Team will be a member of the faculty, will have a term of one year, and will be chosen by the other two members of the team.

The responsibility of the E-Team will be to provide continuity and oversight to the faculty evaluation process which has been approved by the faculty Federation and the College. In addition, the team will address new issues or concerns related to the evaluation process and forms, and make recommendations for modifications to the faculty Federation and the College. The E-Team will act as a Board of Appeals, as needed. The team, if necessary, will act as a consultant to the FEP team.

## SECTION B. Faculty Evaluation Plan (FEP) Team

The FEP team shall be comprised of the faculty evaluatee, one faculty peer, one administrator or designee and, if requested by the faculty evaluatee, one student. The faculty peer is any faculty member, full- or part-time, who has taught at least six quarters at Shoreline Community College and shall be chosen by the evaluatee. The administrative designee shall not be a member of the evaluatee's program area and shall be chosen by the College. Under no circumstances shall the College assign a faculty member as an administrative designee on an FEP team without his or her consent. A faculty member serving in the capacity of Assistant Dean or Program Chair is not subject to this appointment limitation. FEP team training will be provided by a member of Human Resources and the E-Team at least annually.

## SECTION C. Post-Tenure Faculty Evaluation

### 1. Timeline

- a. Tenured faculty will receive an FEP every five years during two consecutive quarters.
- b. Since the typical evaluation period for an FEP is two quarters, FEP teams will need to convene for three quarters in order to review all material. For example, with an evaluation phase of Fall and Winter Quarters, team members will need to meet Spring Quarter for a final review of materials from Winter Quarter.

### 2. Portfolio

The portfolio in the FEP assessment for Post-Tenure faculty will include, at a minimum, the following:

- a. Classroom observations or the equivalent as approved by the FEP team
- b. Completed student evaluations for all classes during the evaluation period
- c. Completed advising evaluations during the evaluation period (counselors and academic advisors)
- d. Peer evaluation(s) or other as approved by the FEP team
- e. Administrative Evaluation for Post-Tenure Faculty

As determined by the FEP, the portfolio for Post-Tenure faculty may also include the following:

- a. Syllabi or equivalent documents for courses taught
- b. Samples of class assignments
- c. Samples of assessment tools used for evaluating student work
- d. Professional development report and/or goals
- e. Self-assessment and goals
- f. Other information relating to teaching, learning, service to students and the community as decided by the evaluatee

### 3. Evaluation Procedure

- a. Step 1 - Faculty members will be contacted by Human Resources prior to June 1, in the spring of the year prior to the required evaluation and notified of the requirement for an evaluation.
- b. Step 2
  - (1) During the first four weeks of the evaluation period the FEP team will meet with the faculty member to form and agree on an evaluation plan.
  - (2) Either the FEP team or the faculty member may request the assistance of the Evaluation Team for help in understanding the required elements, allowed flexibility of a plan or for assistance in reaching agreement on a plan.
  - (3) If no plan is agreed to after the first four weeks of the evaluation period, the Evaluation Team will meet with the FEP team and the faculty member and will form an evaluation plan.
  - (4) The process for Post-Tenure Faculty will include all student, peer and administrative evaluations based on observations during the evaluation period.
  - (5) The process will specify roles to be evaluated, sources to be used for evaluation, forms to be used for each source and who is responsible for administering, collecting and recording the results of each evaluation.
  - (6) The process will allow enough flexibility to accommodate the faculty member's individual roles and the uniqueness of different teaching styles and requirements in different disciplines.
  - (7) It will provide the evaluated faculty members with 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.



- (8) The student evaluation raw data, summary statistics, and transcribed comments will be provided to the FEP team by the faculty member being evaluated in a portfolio along with any other evaluative materials that the faculty member chooses to add. The FEP team will examine the portfolio, and discuss the results of these evaluations for the purpose of constructive analysis and dialogue on teaching and learning.
- c. Step 3 – If no significant deficiencies are noted by the FEP team, all documents will be given to the faculty member and the team will complete the Faculty Evaluation Plan Endorsement Sheet to verify the faculty member has successfully completed the required evaluation no later than the end of the final quarter of the FEP process. Within five days, the completed Faculty Evaluation Plan Endorsement Sheet, with signatures, shall be forwarded to Human Resources for placement in the employee's official personnel file.

#### SECTION D. Affiliate/Associate/Temporary Full-Time/Soft Money Faculty Evaluation

##### 1. Timeline

- a. Affiliate faculty will receive an FEP every five years during two consecutive quarters.
- b. Associate/Temporary Full-time/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 quarters, an FEP during the fifth and sixth quarters, and an FEP every five years thereafter, commencing five years after the start of the first FEP.
- c. Since the typical evaluation period for an FEP is two quarters, FEP teams will need to convene for three quarters in order to review all material. For example, with an evaluation phase of Fall and Winter Quarters, team members will need to meet Spring Quarter for a final review of materials from Winter Quarter.

##### 2. Portfolio

The portfolio in the FEP assessment for Affiliate/Associate/Temporary Full-Time/Soft Money faculty will include, at a minimum, the following:

- a. Classroom observations or the equivalent as approved by the FEP team
- b. Completed student evaluations for all course sections
- c. Completed advising evaluations during the evaluation period (counselors and academic advisors)
- d. Administrative Evaluation for Affiliate/Associate/Temporary Full-Time/Soft Money Faculty

As determined by the FEP, the portfolio for Affiliate/Associate/Temporary Full-Time/Soft Money faculty may also include the following:

- a. Peer evaluation(s) or other as approved by the FEP team
- b. Syllabi or equivalent documents for course sections taught

- c. Samples of class assignments
- d. Samples of assessment tools used for evaluating student work
- e. Professional development report and/or goals
- f. Self-assessment and goals
- g. Other information related to teaching, learning, service to students and the community as decided by the evaluatee.

### 3. Evaluation Procedure

- a. Step 1 – By the ninth week of the quarter prior to the required evaluation (excluding Summer Quarter), the faculty member will be notified by the appropriate unit administrator of the requirement for an evaluation.
- b. Step 2
  - (1) During the first four weeks of the evaluation period the FEP team will meet with the faculty member to form and agree on an evaluation plan.
  - (2) Either the FEP team or the faculty member may request the assistance of the Evaluation Team for help in understanding the required elements, allowed flexibility of a plan or for assistance in reaching agreement on a plan.
  - (3) If no plan is agreed to after the first four weeks of the evaluation period, the Evaluation Team will meet with the FEP team and the faculty member and will form an evaluation plan.
  - (4) At a minimum, the process for Affiliate/Associate/Temporary Full-Time/Soft Money faculty has student and administration evaluations based on observations during the evaluation period.
  - (5) The process will specify roles to be evaluated, sources to be used for evaluation, forms to be used for each source and who is responsible for administering, collecting and recording the results of each evaluation.
  - (6) The process will allow enough flexibility to accommodate the faculty member's individual roles and the uniqueness of different teaching styles and requirements in different disciplines.
  - (7) It will provide the evaluated faculty members with 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.
  - (8) The student evaluation raw data, summary statistics, and transcribed comments will be provided to the FEP team by the faculty member being evaluated in a portfolio along with any other evaluative materials that the faculty member chooses to add. The FEP team will examine the portfolio, and discuss the results of these evaluations for the purpose of constructive analysis and dialogue on teaching and learning.

- c. Step 3 – If no significant deficiencies are noted by the FEP team, all documents will be given to the faculty member and the team will complete the Faculty Evaluation Plan Endorsement Sheet to verify the faculty member has successfully completed the required evaluation no later than the end of the final quarter of the FEP process. Within five days, the completed Faculty Evaluation Plan Endorsement Sheet, with signatures, shall be forwarded to Human Resources for placement in the employee's official personnel file.

#### SECTION E. Procedure if the Evaluatee is Not Endorsed

1. If any member of the FEP Team feels there are serious concerns or issues based on the materials in the portfolio, the Team will meet to allow the faculty member to provide an explanation.
2. If the FEP team believes that an improvement plan is required they will meet to address only the issues related to their serious concerns. The team will create a Faculty Evaluatee Improvement Plan specifying the required outcomes, how they are to be measured, who is responsible for measuring them and timelines for completion of each outcome. A copy of the Improvement Plan will be submitted to the E-team for notification purposes. The documents will be kept in the evaluatee's Division Office while the improvement plan is being implemented. Once all the outcomes are met to the satisfaction of the team, all documents will be given to the faculty member and the team will complete the Faculty Evaluation Plan Endorsement Sheet to verify the faculty member has successfully completed the required evaluation. Within five days, the completed Faculty Evaluation Plan Endorsement Sheet, with signatures, shall be forwarded to Human Resources for placement in the employee's official personnel file.
3. If the FEP team members cannot agree on the evaluation of the portfolio, cannot agree on an improvement plan to address deficiencies, or cannot agree on whether an improvement plan has been adequately completed, the FEP team will provide the appropriate materials to the E-Team within ten days for review. The E-Team will make a decision within ten days in these cases.
4. If the requirements of the Improvement Plan are not met, the FEP Team will provide written documentation within ten days to the E-Team who will review the information. Within fifteen days, the E-team will then forward the FEP documentation to the Vice President for Academic and Student Affairs along with E-Team recommendations whether a corrective evaluation process or other corrective action is needed in compliance with the requirements of Article XII – Corrective Action of the collective bargaining agreement.

### **ARTICLE XIX: 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 & Accessibility

1. The College Office of Human Resources/Employee Relations 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, his/her 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 Vice President for Human Resources and Legal Affairs, 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 XV (Grievance Procedure), and Article XVIII (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 age 50 election, letters of understanding regarding stipends, etc.);
  - h. Information submitted by the academic employee for inclusion in the file;
  - 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;
  - 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 XIX, 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 XIX, Section 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.
    - (3) Material covered under this Article XIX, 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), and (2), and (3) have been met for written complaints/concerns about the academic employee's performance.

## **ARTICLE XX: 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 SCC 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. Fully Online Course: An eLearning course with no meetings on campus required.
2. Online Course: A course with 51 percent or more via eLearning not face-to-face classroom time.
3. Hybrid Course: A course with less than 51 percent eLearning with some displaced face-to-face classroom time.
4. Telecourse: A videotaped course with 51 percent or more eLearning, not face-to-face classroom time.
5. Interactive Television Course: A course with 51 percent or more eLearning at multiple sites via interactive television.
6. Intellectual Property: Ownership of Intellectual Property created through eLearning shall be governed by the provisions of Article VII, Section E.10, Copyrights, Patents and eLearning.
7. Privacy: The College shall take reasonable steps to ensure that the needs for privacy of e-mail 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.
8. Conditions: Academic employees teaching eLearning courses are supported by Article VII, Terms and Conditions of Employment, and Article XIII, Leaves.

#### SECTION C. Course Assignment Process

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

1. Assign only faculty who have been hired through the normal College hiring process(es).
2. Assign courses or sections to faculty with demonstrated competency in the field or discipline, in conjunction with the division planning committee, following course assignment protocols.
3. An academic employee shall be required 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 eLearning course or section per quarter unless program offerings necessitate additional eLearning assignments.
4. Training will be provided as needed.

#### 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.
4. Signature or approval by the unit administrator.

The Vice President for Academic and Student Affairs 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 and 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.
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 totally online eLearning courses shall remain at 25, unless mutually agreed to by the departmental faculty member, unit administrator, and Vice President for Academic and Student Affairs or designee.
2. Contact Hours: The contact hour load for an eLearning course or section shall be equivalent to that for a face-to-face course.

#### 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 Course Evaluation

eLearning courses will be evaluated using appropriate evaluation methods such as the review of course structure, content, assignments, layout, clarity of materials and interactivity. Student evaluations will be completed online.

## ARTICLE XXI: AFFILIATE STATUS

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

### SECTION A. Process

1. A majority of the tenured faculty in a subject area as defined by the RIF units listed in Article X may submit a request for one or more affiliate faculty positions. Requests for new affiliate faculty positions are based on the most recent three years of enrollment data demonstrating the need to provide ongoing support and stability to the subject area. Enrollment data must show enough sections of enough courses in a subject area to support a 50% load per affiliate with additional sections available for non-affiliate associate faculty. Requests must specify courses affiliate faculty are expected to teach.

In the event enrollment or other relevant data show support for one or more affiliate positions, and the subject area faculty choose not to request an affiliate position, they shall provide the appropriate unit administrator with the rationale for the decision.

2. Requests, including supporting documentation, must be submitted to the appropriate unit administrator for review and approval. If a request is denied, the unit administrator must justify the denial within fifteen (15) days to the subject area faculty and to the Vice President for Academic and Student Affairs with data provided by the Office of Institutional Effectiveness. The Vice President for Academic and Student Affairs or designee has five (5) days to make a final determination.
3. Within ten (10) days of approval, the unit administrator shall disseminate the information regarding a new affiliate position to associate faculty in the subject area and forward the request to Human Resources.
4. Within five days (5) of receipt of the request, Human Resources shall post the announcement for a period of fifteen (15) days.
5. Associate faculty in a subject area requesting an affiliate faculty position 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.
6. Applications meeting the criteria will be forwarded to a committee composed of one or two subject area faculty (including the program chair, if any) and the appropriate unit administrator. The committee will evaluate the applications and make a selection within ten (10) days based on subject area goals and needs.
7. In the event there are equally qualified applicants for an affiliate position, the following tie-breakers shall be used:
  - a. Seniority based on the earliest academic quarter of hire in the subject area.
  - b. Determination by lot, starting with the lowest number drawn gaining the position.



8. The rights, privileges, duties and responsibilities conferred by affiliate status become effective the Fall Quarter immediately following the granting of affiliate status.

#### SECTION B. Criteria for Eligibility

Associate faculty applying for affiliate status must

1. Meet the minimum qualifications for a tenure-track position in the subject area.
2. Have taught 12 of the most recent 16 quarters (including Summer Quarter).
3. Have taught at least two different courses in the subject area during the span of eligible quarters.
4. Have taught at least a 50% load in the subject area for nine of the 12 quarters.
5. Have acceptable evaluations as determined by the evaluation process.
6. Have two (2) professional development reports on file.
7. Have demonstrated ability to work with others as evidenced by two recommendations from College employees.

Affiliate status is not available to tenured, tenure-track or retired academic employees.

#### SECTION C. Rights and Privileges

1. Affiliate faculty will be assigned at least a 50% load each quarter for three of four quarters per year provided there are enough courses and sections available after assignments are provided for full-time (including moonlight assignments), pro-rata and annually contracted associate academic employees. Affiliate faculty cannot be guaranteed courses other than those listed in the affiliate position announcement, but neither are they prohibited from teaching other courses for which they are qualified.
2. In the event a section is cancelled for low enrollment, causing an affiliate faculty member to drop below a 50% load, the affected affiliate faculty member will be given at least a 50% load before other affiliates are assigned classes for the immediately following quarter (except Summer Quarter).
3. Affiliate faculty will be able to utilize available Professional Development funds during Summer Quarter.
4. Affiliate faculty are eligible to apply for up to \$450.00 in Associate Faculty Professional Development Pool funds in the first round of applications.
5. The College will pay affiliate faculty on the same payroll schedule as full-time faculty during any quarter worked.
6. When a tenure-track position is advertised, affiliate faculty meeting the minimum qualifications for the position shall receive an interview if they apply for the position.

7. An affiliate faculty member may interrupt employment for up to three consecutive quarters, excluding Summer Quarter, once every five (5) years without losing affiliate status consistent with Article XIII Leaves, Section D.

#### SECTION D. Duties and Responsibilities

1. Affiliate faculty are expected to fulfill the duties and responsibilities set forth in the position announcement. Typical examples include:
  - a. Attendance at department or division meetings.
  - b. Curriculum revision and/or development.
  - c. Advising students.
  - d. Participation in professional development activities and submission of a report of those activities at the end of the academic year.
  - e. Participation in student recruitment and/or retention efforts.
  - f. Attendance at all-campus meetings.
  - g. Participation in campus committees, activities, task forces, etc.
  - h. Providing employee training through professional development activities if the affiliate faculty member has a special area of expertise.

Fulfillment of these duties will be documented by attaching a list of each quarter's activities to the professional development report filed each Spring Quarter. Normal expectations should average fifteen (15) hours per quarter for an affiliate faculty member with a 50% or greater load and should average five (5) hours per quarter for an affiliate faculty member with a less than 50% load.

If a question about the acceptability of an activity should arise, the matter shall be referred to a committee consisting of the affiliate faculty member, a subject area faculty member (the program chair, if any) and the appropriate unit administrator for resolution. If the group cannot reach resolution within ten (10) days, the question shall be referred to the Vice President for Academic and Student Affairs or designee for final resolution. The Vice President for Academic and Student Affairs or designee has five (5) days to make a decision.

2. If an associate faculty member has not had a regular evaluation during the two years prior to gaining affiliate status, a Faculty Evaluation Plan (FEP) must be done during the first year as an affiliate. Subsequent evaluations are scheduled using this FEP as the starting point.
3. Affiliate faculty are expected to accept at least a 50% load each quarter for three of four quarters per year.

Nothing in this section is intended to prohibit an affiliate faculty member from being compensated for work for activities falling within the purview of Section F.3.d.1 as long as such work is not counted as part of the work reported in fulfillment of duties and responsibilities.

## SECTION E. Removal from Affiliate Status

An affiliate faculty member may be removed from affiliate status for any of the following reasons:

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

Students who do not wish to put their complaints in writing will be referred to a student advocate. If the student advocate documents the concerns and verifies the desire to report the complaint, the student advocate may submit a written report to the unit administrator or program chair.

Faculty shall be notified in writing within ten (10) days of receipt of any 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 affiliate's official personnel file regarding the complaints.

If a documented pattern of complaints emerges, the affiliate faculty member shall receive written notice from the subject area unit administrator, providing an explanation of the documentation. Within five (5) days of receipt of the written notice, the affiliate faculty member shall be provided an opportunity, either in person or in writing, to address the documented complaints. If the issues raised by the complaints are not resolved, the unit administrator shall develop a plan to address the issues.

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

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

## SECTION F. Loss of Affiliate Status

An affiliate faculty member may also lose affiliate status due to:

1. Lack of available courses or sections in the subject area to provide at least a 50% load for five out of eight consecutive quarters, excluding Summer Quarter.
2. Lack of funds as outlined in Article X of this Agreement.

Loss of affiliate 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.

Affiliate faculty losing their status under the provisions of Section F have the right to return to affiliate status in the subject area if an affiliate position becomes available within twenty-

four (24) months of the effective date of loss of status and the affiliate faculty member meets the qualifications listed in the position announcement. It is the responsibility of the affiliate faculty member to monitor the affiliate position announcements posted on the College website and to notify Human Resources of their interest in a position.

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

## **ARTICLE XXII: COMPENSATION AND BENEFITS**

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

## **ARTICLE XXIII: 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 XXIV: 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 XXV: 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 XXVI: DURATION**

### SECTION A.

This Agreement shall remain in full force and effect from July 1, 2012 through June 30, 2015.

### SECTION B.

Appendix A, Articles I, II, V and Article VII, Section D.3.d. may be reopened anytime funding is specifically provided or legislative restrictions on bargaining unit salaries/increments/turnover monies are removed or after April 1 or any year 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, 2012.

