



Bremerton • Poulsbo • Shelton

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# COLLECTIVE BARGAINING AGREEMENT

between

THE OLYMPIC COLLEGE BOARD OF  
TRUSTEES

and

THE OLYMPIC COLLEGE ASSOCIATION  
FOR HIGHER EDUCATION

Affiliated with the Washington Education Association and the National Education  
Association

JULY 1, 2022 – JUNE 30, 2024

# *Cogita, Aspira, Aude, Perade*

Olympic College • 1600 Chester Avenue • Bremerton • Washington • 98337

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## PREAMBLE

This Agreement is by and between the Board of Trustees of Community College District #3, hereinafter called the "Employer," and the Olympic College Association for Higher Education affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association". The term Employer used hereinafter shall mean the Board of Trustees or its lawfully designated representative(s).

## ARTICLE I RECOGNITION

### **Section 1.** Recognition of Association.

The Employer recognizes the Association as the exclusive negotiating representative for all academic employees employed by the Board for the purpose of exercising all rights accorded academic employee organizations by RCW Chapter 28B.52.

### **Section 2.** Definition of Terms.

The terms academic employee and faculty are synonymous and shall be defined as those performing teaching, library/E-Learning, counseling, or advising functions consistent with Appendix A-4. Excluded are all other employees, including Continuing Education and specially contracted academic employees. The term Academic Administrator is defined as the administrative supervisor of the academic employee. The terms District and Employer are synonymous.

## ARTICLE II 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 existing 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.

The provisions of this Agreement shall be subject to any future actions of or directions by the Legislature of the State of Washington. In the event of conflicts between the results of such actions and the provisions of this Agreement during its term, the former shall prevail.

## ARTICLE III ASSOCIATION RIGHTS

### **Section 1.** Association Membership.

Employees wishing to authorize the withholding of Association dues must provide their authorization to the Association, which will provide it to the Employer. Upon the Employer's receipt of the employee's authorization, the Employer shall deduct from the salary of the bargaining unit academic employee the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Association. Such deductions shall be transmitted by the Employer to the Association or to the depository designated by the Association.

**Section 2. Revocation.**

Employees may revoke their authorization for withholding Association dues by providing written notice to the Association in accord with the terms of the authorization. The Employer will end dues deduction no later than the second payroll after receiving notice from the Association that an employee has revoked authorization.

**Section 3. Hold Harmless.**

The Association 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 Sections one (1) and two (2) of this Article provided such action has been authorized by the academic employee and such authorization has not been rescinded.

**Section 4. Association/Employer Committee.**

- 4.1 The purpose of the Labor Management Committee is to provide communication between the parties, to share information and concerns, and to provide communication between the parties, to share information and concerns, and to provide constructive, respectful, meaningful, and collaborative labor-management relations. Nothing in this Section shall be construed as to obligate either party to modify, limit, restrict, or reduce their rights or prerogatives.
- 4.2. Representatives of the Association and the Employer shall meet at least quarterly, or more frequently upon request of either party, at a mutually agreed upon time, place, and date for the purpose of reviewing implementation of this Agreement and other areas of mutual concern. The meetings are not intended to bypass the grievance procedure. This meeting shall not preclude the Association from filing a grievance or pursuing any other avenue available for resolution. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have any control over the selection of the representation of the other party. Neither party shall have no more than four (4) representatives unless a different number is mutually agreed upon prior to the meeting.
- 4.3 Should either party request a meeting of the Labor Management Committee, the other party shall acknowledge the request within three (3) business days of receiving the request. Any necessary meeting(s) to resolve an issue will be scheduled within seven (7) working days of the request or on a mutually agreed to date and time.
- 4.4. The Employer shall provide a quarterly position vacancy report within ten (10) business days of each quarter, including summer. The report will contain up-to-date vacant positions and information such as status to fill vacancies, position reallocation, and the elimination of bargaining unit positions.

**Section 5. Posting Notices.**

The Association may post notices of activities and matters of Association concerns on message boards in accord with the Employer's Posting Policy and Procedures.



**Section 6. Mail.**

The Association shall have the right to use the Employer's internal mail service, academic employee mailboxes and e-mail for communications purposes in accord with the Employer's policies. The Employer shall be reimbursed by the Association for any postage required.

**Section 7. Rights of Faculty in Association.**

- 7.1. The Employer will not interfere with the legal right of academic employees to organize, join, and support the Association for whatever purpose in which it may legally engage. The Employer agrees it will not discriminate against any full or part time academic employee because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the duly established grievance procedure.
- 7.2. The Association further recognizes its responsibility as bargaining agent and agrees to represent all academic employees in the bargaining unit without discrimination, interference, restraint, or coercion.

**Section 8. Posting of Agreement.**

The Employer will post an electronic copy of the Agreement in a location readily accessible by all academic employees.

**Section 9. Building Use.**

The Association and its representatives shall have the right to use buildings for meetings and to transact Association business, provided normal scheduling channels are followed, and no additional cost is incurred by the Employer.

**Section 10. Vending Machines.**

The Association shall be allowed to keep and maintain such commercial vending machines as exist currently on the Bremerton campus, and to replace such machines as necessary. The Association may add machines to the Bremerton and other Olympic College campuses through agreement with the Employer. The Association shall, in compliance with state laws concerning use of state resources, pay the Employer for utility use based on certified estimates of energy utilization from the Association's supplier at the end of each academic year. In consideration of the right to operate these machines on Olympic College property, the Association agrees to use the net proceeds of the activity to benefit Olympic College programs, activities, and community.

**Section 11. Facilities and Equipment Use.**

The Association shall have the right to use facilities and equipment, for Association business at reasonable times when such equipment is not otherwise in use. The Association shall reimburse the Employer supplies at actual cost.

**Section 12. Public Records.**

To assist the Association in carrying out its representation responsibility, the Employer, upon request, shall furnish to the Association information in the same form and manner available to the general public. Such requests shall be in accordance with the public records policies and procedures of the Employer.

**Section 13. Facility Access.**

The Association and its representatives shall have reasonable access during normal business hours to all Employer controlled facilities in which members of the bargaining unit work, provided there is no disruption to the normal operation of the College. Access may be granted after normal business hours upon reasonable notification to Human Resources.

**Section 14. Bargaining Unit Roster.**

The Employer agrees to provide to the Association, within the first thirty (30) days of each academic year, the names and location of assignment of all full-time academic employees in the bargaining unit. A complete listing of all part-time academic employees in the bargaining unit (by location) shall be provided to the Association quarterly.

**Section 15. Board Meetings.**

An Association representative or agent shall have the right to attend all regular or special meetings of the Board excluding executive sessions and to submit items for the agenda consistent with the bylaws and procedures of the Board.

**Section 16. Administrative Procedures Act.**

Notices of hearings conducted under the Higher Education Administrative Procedure Act (RCW 34.05) shall be provided to the Association.

**Section 17. State Association Meetings.**

A representative(s) of the Association may attend the state Association meetings on contracted days. Such utilization shall not exceed a total of two (2) contracted days per year for the bargaining unit. No loss of pay shall be incurred, nor shall any expenses be borne by the Employer.

**Section 18. Association President Release Time.**

The Employer shall provide to the Association President thirty-three percent (33%) release time for the participation in the Employer's administrative responsibilities as defined by the College President.

**Section 19. Association Adjunct Faculty Representative.**

The Employer shall provide an annual stipend of one-thousand five-hundred dollars (\$1,500) to be paid quarterly to the designated Association adjunct faculty representative for the participation in the Employer's administrative responsibilities as defined by the College President.

## ARTICLE IV NONDISCRIMINATION

The parties agree that there shall be no discrimination against any academic employee because of race or ethnicity, creed, color, sex, national origin, age over forty (40), marital status, religion, life-threatening illness, the presence of any sensory, mental or physical disability, reliance on public assistance, sexual orientation, gender expression or identity, HIV/AIDS and Hepatitis C status, honorably discharged veteran or military status, or political opinions or affiliations in the administration or application of the terms of this Agreement. Processing of alleged violations of this Article through the applicable

regulatory agency or through arbitration shall be the option of the employee. A decision by the employee to proceed with arbitration shall constitute a waiver of any rights to pursue another remedy.

## ARTICLE V FACULTY RIGHTS AND BENEFITS

### **Section 1.** Faculty Lounge.

The Employer will provide a faculty lounge facility in a location mutually agreeable to the Association and the Employer.

### **Section 2.** Faculty Lunchroom.

The South Conference Room of the Bremer Student Center shall be considered a faculty/staff-only lunch area during the hours of 11:00 a.m. to 1:30 p.m. unless required for Employer-sponsored activities. If a remodel of the BSC occurs, the lunchroom will be in a location mutually agreeable to the Association and the Employer.

### **Section 3.** Academic Freedom.

Olympic College endorses the role of academic freedom as articulated in the Association of American Colleges and Universities (AACU) Board of Director's statement entitled Academic Freedom and Intellectual Responsibility (2006) (Appendix F). Each academic employee is entitled to freedom in the fulfillment of their scholarly and educational duties in the discussion of the subject that that academic employee teaches. When the academic employee speaks or writes outside of the scope of Olympic College employment, the academic employee is free from institutional censorship or discipline, and it is understood that the academic employee is not an institutional spokesperson.

### **Section 4.** Personnel Files and Supervisor Working Files.

- 4.1. Only one (1) official personnel file will be maintained on an academic employee.
- 4.2. Copies of materials in the official personnel file and supervisor working file as well as physical and electronic records about employees are confidential and restricted for use to formal institutional meetings, normal administrative requirements, or when otherwise required by law.
- 4.3. Human Resources will maintain official personnel files.
  - 4.3.1. Employees or their designee, with written approval from the Employee, shall have access to their own personnel file during normal working hours upon reasonable advance notification
  - 4.3.2. The Employer shall notify employees of any requests, either verbal or written, for access to their personnel file.
  - 4.3.3. Material that would place an employee's employment in jeopardy may be placed in the individual's official personnel file only after allowing the employee to read the material and append to it answers to any charges, complaints, or statements involved. The employee shall then sign the materials. This signature indicates only that the individual is aware that the material is being placed in the file, not that the employee agrees with the material.
  - 4.3.4. Upon request of the employee, such disputed and/or negative items will be removed from the file after a period of three (3) years if not involving theft, violence, or academic fraud; and a period of five (5) years for theft, violence, or academic fraud provided no pattern of

similar items has been entered within that five (5) year period.

- 4.4. Supervisor working files will be maintained by the Supervisor under whom the employee is currently assigned according to the following guidelines:
  - 4.4.1. Materials may include physical or electronic documents as they relate to non-disciplinary actions taken by the employee direct supervisor. Student course evaluations will not be included in the supervisor working file.
  - 4.4.2. Employees shall have access to the supervisor working file materials during normal working hours upon reasonable advance notification and/or may designate in writing a representative of their choice for such access.
  - 4.4.3. Material that may place an employee's employment in jeopardy may be placed in the individual's supervisor working file only after allowing the employee to review the material. The employee shall sign and date the materials. This signature indicates only that the individual is aware that the material is being placed in the file, not that the employee agrees with the material.
    - 4.4.3.1. In lieu of physical signature, the employee may acknowledge they have reviewed the material via e-mail response to their supervisor. This email response will then be placed in the supervisor file.
    - 4.4.3.2. Should the employee not respond or refuse to respond to notification of materials being placed in the supervisor file within ten (10) working days of initial notification, the supervisor may place the materials in the file and include any and all communications with the employee regarding the matter. The supervisor will note in the supervisor file either that the employee did not respond or refused to respond as well as include a copy of the original notification.
  - 4.4.4. Any documented complaints against an employee must identify the author of the complaint and submission date of the complaint prior to placement in the supervisor working file. The Employer shall notify an employee of a complaint entered into the supervisory working file within three (3) business days of placing the complaint into the file.
  - 4.4.5. Materials which might form the basis for disciplinary action, reprimand, or adverse effect must be discarded from the supervisor working file within two (2) calendar years from the date on which the incident occurred, provided no pattern of similar items has been entered within that two (2) year period.
- 4.5. Upon request, a physical copy of the individual documents contained in either the personnel or supervisor working files shall be provided to the employee at the Employer's expense. Requests for multiple copies or requests for complete copies of the entire file shall be paid for by the employee.
- 4.6. A separate file for processed grievances shall be kept apart from the employee's personnel and supervisor working file. No reports on grievances shall be added to the employee's official personnel or supervisor working file.

## **Section 5. Privacy.**

- 5.1. Faculty offices and furnishings provided by the Employer are the property of the State of Washington. All computing devices such as computers, telephones, tablets, and computer networks provided by the Employer are only authorized for State Government use. Computer and other electronic devices may be monitored for all lawful purposes, including system

management, protection against unauthorized use, and verifying security procedures. Use of the computing devices constitutes consent to monitoring for these purposes. Evidence of unauthorized use of Employer-provided computing devices may subject the user to criminal prosecution, including seizure of computing devices in faculty offices.

- 5.2. Policies regarding electronic data, data handling, and data privacy not addressed in Section 5.1 (including remotely accessing faculty computers) shall be developed and maintained with representation selected by the Association. Staff access to faculty offices, except in case of emergency and/or appropriate maintenance, shall be at the discretion of the faculty member. Nothing contained herein shall be construed to interfere with the Employer's obligation to investigate complaints or allegations of wrongdoing concerning a faculty member so long as notice has been given. In cases of general maintenance or upgrades, when possible, advanced notification will be made to the faculty member with a reasonable timeframe expectation.

## **Section 6. Individual Contracts.**

- 6.1. All academic employees who hold an appointment or who are employed without appointment on a part-time basis shall be issued an individualized contract prior to the beginning of each assignment period.
- 6.2. The Employer shall provide such contracts to each full-time academic employee prior to the end of Summer Quarter.
- 6.3. Each full-time academic employee who intends to return to employment in a tenured or probationary appointment shall so notify the Employer by signing the individual contract and returning it to the College President within fourteen (14) days after its issuance. Failure to return the contract in a timely fashion will result in a second notice followed by a seven (7) day grace period. Upon issuance of the second notice, reasonable efforts to contact the employee shall be made by the Employer. Failure to return the contract by the end of the grace period shall mean that such individual academic employee does not intend to return to the tenured or probationary faculty appointment and no longer desires to be employed by the Employer.

## **Section 7. Leaves.**

Method of Accounting and Compensation for Illness, Injuries, Bereavement and Emergency Leave.

- 7.1. *Eligible Employees.* Eligible employees shall include academic employees and part-time academic employees where applicable.
- 7.2. *Two Leave Accounts.* Such leave accrued by full-time employees shall be maintained in two separate categories, the first identified as a "compensation account" and the second as an "auxiliary (non-compensatory) account".
- 7.3. *Sick Leave Accumulation.* Sick leave shall be at the rate of one (1) day per calendar month (pro-rated for less than full-time employment). The effective dates for computing sick leave accrual shall be:
  - 7.3.1. The first of the month of hire for individuals commencing employment between the first and the fifteenth of the month; or
  - 7.3.2. The first of the following month for individuals commencing employment between the sixteenth and the end of a month.

- 7.3.3. Individuals terminating employment on or before the fifteenth of the month shall not receive accrued leave for the month; those terminating employment on or after the sixteenth shall receive the full monthly accrual credit.
  - 7.3.4. Full-time academic employees employed for the full academic year shall earn ten (10) days of sick leave in their compensatory account, accrued at the rate of one (1) day per month, September through June. Adjunct employees shall accrue sick leave at the rate of one (1) day per month during contracted employment, pro-rated to the employee's contract percentage of full-time.
  - 7.3.5. Full-time academic employees who worked under full-time contract to the Employer the preceding three (3) quarters will earn sick leave accrued between spring and Fall Quarters in their compensatory account.
  - 7.3.6. Returning full-time academic employees who did not perform summer session assignments shall earn sick leave accrued between spring and Fall Quarter in their auxiliary account.
- 7.4. Sick Leave Use.
- 7.4.1. The first twelve (12) days of sick leave used each calendar year shall be drawn from the compensation account. In the event that more than twelve (12) days sick leave have been used during the calendar year, days in excess of twelve (12) shall be taken from the auxiliary account until depleted, following which further absence shall be taken from the previously accrued compensation account.
  - 7.4.2. Faculty members may use accrued sick leave for illness or injury to an employee or a member of the employee's family (family as defined in the College leave policy). In instances of death of a family member, sick leave may be granted for bereavement leave. Sick leave is provided for the reasons stated and may not be used for any other purposes. A physician's written statement must be filed with the Human Resource office verifying illness and recovery for all sick leaves in excess of five (5) consecutive days.
- 7.5. Compensation for Unused Sick Leave.
- 7.5.1. Eligible employees shall receive monetary compensation for accrued sick leave as follows:
    - 7.5.1.1. In January of each year, and at no other time, an employee whose year-end compensation account sick leave balance exceeds sixty (60) days may choose to convert sick leave days accrued in the previous calendar year (not to exceed one (1) day per month), minus those used during the year, to monetary compensation. No compensation account sick leave days may be converted which would reduce the calendar year-end balance in the compensation account below sixty (60) days. Monetary compensation for converted compensable days shall be paid at the rate of twenty-five percent (25%) and shall be based upon the employee's current salary. "Current salary" shall mean the salary of an employee received for each full day of service, exclusive of supplemental pay for additional duties.
  - 7.5.2. Eligible employees or their estates who separate from the Employer owing to retirement or death shall be compensated for their unused compensable sick leave

accumulation at the rate of twenty-five percent (25%). Compensation shall be based upon the employee's salary at the time of separation. For the purpose of this subsection, retirement shall not include "vested- out-of-service" employees who leave funds on deposit with the retirement system.

- 7.5.3. For eligible employees who are retiring, participation in the Voluntary Employee Beneficiary Association VEBA Medical Benefits Plan is mandatory, including completion of the hold harmless provision of the VEBA registration form, unless and until the Association notifies the Employer that the faculty wish to cease participation, such decision to be reached by a majority vote of the retiring faculty.
- 7.6. Transfer of Sick Leave.
- 7.6.1. Sick leave accrued by eligible employees at other community college districts in the State of Washington shall be transferable to Community College District #3. Sick leave accrued by eligible Community College District #3 employees shall be transferable to other community college districts, to the State Board for Community and Technical Colleges, to the State Superintendent of Public Instruction, to any educational service district, to any school districts or to any other institutions of higher education in the State.
- 7.6.2. Uncompensated sick leave accumulated by a Community College District #3 employee who resigns from the Employer shall be reinstated to such employee who returns to the employment of the Employer.
- 7.7. Exclusions.
- 7.7.1. Compensation for unused sick leave shall not be used in computing the retirement allowance; therefore, no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation for retirement purposes.
- 7.7.2. An employee who separates from the Employer for any reason other than retirement or death shall not be paid for accrued sick leave. Sick leave shall not accrue during sabbatical leave or leave of absence without pay.
- 7.8. Special Leave (Noncumulative).
- 7.8.1. Non-medical emergency leave shall be subject to approval in writing by the appropriate Dean.
- 7.8.2. Leave with or without pay, not heretofore defined may be allowed up to a maximum of five (5) days, subject to prior written approval by the President.
- 7.9. Court Leave (Noncumulative).
- 7.9.1. Academic employees may be excused from their duties for jury service or for subpoena. Such academic employees shall be paid for their regular pay.
- 7.9.2. Such leave shall not be deducted from any other leave to which the academic employee might be entitled.
- 7.10. Leave of Absence.

- 7.10.1. Leave of absence shall mean approved absence from work without pay. Upon the request of a tenured academic employee, the Trustees may approve a leave of absence for up to two (2) years. The best interests of the Employer shall be a principal criterion in the approval of such leave.
  - 7.10.1.1. Untimely application for leave of absence will be adequate reason for refusal, but application by April 1 for leave to begin in September shall be considered timely.
  - 7.10.1.2. No sick leave benefits or longevity increment will be earned during leave of absence but benefits previously earned shall not be reduced or forfeited.
  - 7.10.1.3. Notice of intent to return shall be given to the President in writing on or before March 1<sup>st</sup> (first) of the leave year.
  
- 7.11. Military Leave of Absence.
  - 7.11.1. During the period that the Selective Service Act is in force, if one (1) any academic employee of the Employer shall be inducted into military service, or two (2) if an enlisted person or officer in the reserve of any of the armed forces of the United States shall be called to active duty, that person shall be granted military leave of absence by the Employer. Said employees, upon being released from active duty in good standing shall, if they desire to resume employment with the Employer, report their desire for reinstatement not less than ninety (90) days prior to the beginning of the upcoming school year and upon being found capable and able to perform a faculty function shall be reinstated in a faculty position at the beginning of said school year.
  - 7.11.2. Military experience under the above clauses shall be credited to the salary schedule the same as faculty experience, one (1) year of military service equaling one (1) year of faculty experience up to a maximum of two (2) years.
  - 7.11.3. It shall be the policy of the Employer to reinstate an academic employee consistent with the applicable federal regulations regarding such matters.
  - 7.11.4. Sick leave shall not accrue during military leave of absence.
  
- 7.12. Long-Term Medical Leave.
  - 7.12.1. Long-term medical leave shall be granted in accordance with the Federal Family and Medical Leave Act (FMLA) and any amendments thereto and the Washington Family Care Law as defined in WAC 296-130-020.
  - 7.12.2. Grant eligible employees up to Eligibility requires that an employee has worked for at least twelve (12) months and for at least one (1) thousand two (2) hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave.
  - 7.12.3. Eligible employees are entitled to up to twelve (12) workweeks of paid or unpaid FMLA leave in a twelve (12) month period for one or more of the following reasons:
    - 7.12.3.1. *Parental Leave.* The birth and to care for a newborn child or newly placed adopted or foster child. Parental leave will be granted for a period not to exceed four months. Parental leave must be taken within the first year that the child is with the employee.



- 7.10.3.2. *Family Medical Leave.* To care for a spouse, son, daughter, parent, or domestic partner as defined by WAC 182-12-260 (2) who suffers from a serious health condition that requires on-site care or supervision by the employee.
- 7.10.3.3. *Personal Medical Leave.* Due to the employee's own serious health condition that requires the employee's absence from work. Personal medical leave may be taken intermittently, or on a reduced schedule if medically necessary.
- 7.10.3.4. *Qualifying Exigency Leave.* In accordance with RCW 49.77.010, the Employer shall provide leave without pay for eligible academic employees in order to support the families of military personnel serving in military conflicts, and to assure that these families are able to spend time together after being notified of an impending call or order to active duty and before deployment and during a military member's leave from deployment.
- 7.10.3.5. *Service Member Family Leave.* FMLA, as amended by Section 585 of the National Defense Authorization Act for FY 2008, Public Law 110-181. Leave will be provided to an eligible employee who is the spouse, child, parent, or next of kin of a covered service member for up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member who is suffering from a serious illness or injury in the line of duty. During the single twelve (12) month period during which Service member Family Leave is taken, the employee may only take a combined total of twenty-six (26) workweeks of leave for Service member Family Leave and leave taken for other FMLA qualifying reasons.
- 7.10.3.6. *Domestic Violence Leave.* In accordance with the Domestic Violence Leave Act, RCW 49.76, leave without pay, including intermittent leave, shall be granted to an employee who is a victim of domestic violence, sexual assault, or stalking. Family members of a victim of domestic violence, sexual assault, or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, parent, parent-in-law, grandparent, or a person the employee is dating.
- 7.10.3.7. *Pregnancy Disability Leave.* In accordance with WAC 162-30-020, the Employer shall provide a leave of absence for the period of time that the employee is sick or temporarily disabled because of pregnancy or childbirth. The Employer shall treat a woman on pregnancy-related leave the same as other employees on leave for sickness or other temporary disabilities. Pregnancy disability leave will be in addition to any leave granted under FMLA or Washington State family leave laws.
- 7.10.3.8. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins FMLA leave. Each time an employee takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave. The Employer will respond in writing to FMLA requests as soon as practicable but no later than seven (7) calendar days of receipt of a properly completed request.
- 7.10.3.9. The Employer has the authority to designate absences that meet the criteria of the FMLA. The use of any paid or unpaid leave (excluding leave for work-related

illness or injury covered by workers' compensation and compensatory time) for an FMLA-qualified event will run concurrently with, not in addition to, the use of FMLA for that event. Any employee using paid leave during a FMLA qualifying event must follow the notice and certification requirements relating to FMLA usage in addition to any notice and certification requirements relating to the paid leave.

7.10.3.10. The employee will provide the Employer with not less than thirty (30) days' notice before the FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

7.10.4. *Workers' Compensation Leave.* Employees who are on leave covered by Workers' Compensation per RCW 51.32.90 shall be entitled to use personal leave or sick leave to bring their pay up to one hundred percent (100%) of their normal pay at the discretion of the employee.

7.10.5. *Employee Rights.* The combination and use of available paid and unpaid leave shall be the choice of the employee. Employer-paid benefits shall continue, including medical/dental, basic life, and long-term disability insurance. The employee is ensured return from the agreed leave to the same or a like position.

7.10.6. *Employer Rights.* Requests for long-term leave shall be submitted in accordance with College policies and procedures. The Employer may require verification from the employee requesting leave. The Employer will approve or deny leave without pay requests, in writing and will include the reason if denied. Olympic College may request a second and third certification opinion from health care providers that are agreeable to both the Employer and the employee (at Employer's expense). The Employer further maintains the right to require subsequent re-certification on a reasonable basis. Should the employee not return from leave when able, the Employer maintains the right to recover from the employee its portion of premiums paid for employee's medical/dental, basic life, and basic long-term disability insurance while the employee was on unpaid leave.

## 7.11. Bereavement Leave.

7.11.1. Up to five (5) days of paid bereavement leave will be granted by the Employer for the death of any family member or household member that requires the employee's absence from work. In addition, sick leave or personal days may be used for the death of a family member or household member.

## 7.12. Sabbatical and Retraining Leaves

7.12.1. Sabbatical leave may be granted by the Board of Trustees as permitted by RCW 28B.10.650 for the purpose of providing opportunities for study, research, and creative activities for the enhancement of the institution's instructional and research programs.

7.12.2. Eligibility.

- 7.12.2.1. Tenured faculty members may apply for sabbatical leave after completing at least six (6) years of full-time contractual service as an academic employee of Olympic College, not including quarters of approved leave or temporary annual appointment quarters at Olympic College. Sabbatical leave may be granted for one, two, or three consecutive quarters. Faculty awarded three quarters of sabbatical leave will be eligible for an additional award after each subsequent six (6) year period of full-time employment. Employees who are awarded leaves of less than three (3) quarters retain their remaining eligibility and will qualify for additional sabbatical opportunities at the rate of one (1) quarter for each two (2) year period of full-time employment, not to exceed three (3) quarters of sabbatical during a six (6) year period. A faculty member may not accumulate more than three (3) quarters of eligibility for sabbatical leave at any time. Faculty under normal circumstances may not work for the Employer during the period of their leave. Exceptions, when the needs of the students, the program, the faculty member, or the Employer warrant, may only be secured through the written agreement of the Association and the Employer.
- 7.12.2.2. Retraining leave may be approved for one (1), two (2), or three (2) quarters, consecutively or non-consecutively and may be granted independent of the time of full-time contractual service, although a six (6) year term of full-time contractual service as a full-time academic employee of the Employer will be preferred. All retraining leave requests and requests for exception to the six (6) year rule shall be submitted only upon recommendation by the appropriate Associate Dean, Dean and Vice President who shall have determined that such leaves meet future staffing needs of the Employer.

### 7.12.3. Sabbatical and Retraining Compensation.

- 7.12.3.1. Compensation during such leave shall be computed: (1) at the rate of one hundred percent (100%) of the appointee's contractual salary for one (1) quarter leave, or (2) at the rate of seventy-five percent (75%) of the appointee's contractual salary for two (2) or three (3) quarters of leave. The compensation for second (2<sup>nd</sup>) and third (3<sup>rd</sup>) quarters leave is the same whether the leave is taken in successive quarters or in separate years within the six (6) year period of eligibility.
- 7.12.3.2. Nine (9) months' contractual salary shall be interpreted to include full-time contractual salary for a regular three (3) quarter school year. The aggregate cost of such leaves during any year, including the cost of replacement personnel, shall not exceed one hundred fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave. Any additional restrictions must be provided in writing to the Association prior to the notice of sabbatical opportunities per 7.12.4.

7.12.4. *Applications.* Faculty will be notified of sabbatical opportunities no later than November first (1<sup>st</sup>). The notification will include information on the process, the application form,

and evaluation criteria. Faculty are expected to discuss the impact of a requested sabbatical on their discipline/program and Division with their Dean prior to submitting an application. Applications must be submitted to Human Resources by January tenth (10<sup>th</sup>). Human Resources will confirm the eligibility of the faculty member and forward all completed applications to the Sabbatical Committee by January 20.

#### 7.12.5. Committee Recommendations.

- 7.12.5.1. Applications shall be reviewed by a Sabbatical Committee consisting of five (5) academic employees (two (2) appointed by the Association and three (3) selected by the VP of Instruction from prior sabbatical recipients) and one (1) administrative appointment, with information copies to the appropriate Vice President, Dean, and College President. No faculty member currently applying for sabbatical will be on the committee.
- 7.12.5.2. The Sabbatical Committee will evaluate applications according to criteria developed and accepted by the parties prior to the yearly application notification 7.12.4. and will employ a rating procedure to rank applications. Where applications are equally ranked by the Committee, applications from faculty with greater seniority and/or longer length of time since the previous sabbatical should be ranked higher.
- 7.12.5.3. The committee shall submit in writing its recommendations along with the rationales and ratings for such recommendations to the applicants, the unit Dean, appropriate Vice President, and the President not later than February twentieth (20<sup>th</sup>). The President shall transmit the committee's recommendations and rationales, the President's own recommendations and rationales, and an estimated, aggregate sabbatical cost analysis to the Board by March fifth (5<sup>th</sup>). A copy of the President's recommendations and rationale shall be provided to the committee and the applicants prior to the regular March Board meeting. Grants of sabbatical leave shall be made at the regular March meeting of the Board of Trustees. This process will include an alternate candidate to be awarded contingent sabbatical leave in the event a faculty member granted a sabbatical should turn down the award not less than ninety (90) days prior to the scheduled commencement of the sabbatical quarter.
- 7.12.5.4. When the Board of Trustees grants a sabbatical or retraining leave, the recipient shall sign a contract with the Employer specifying:
  - 7.12.5.4.1. The length of leave.
  - 7.12.5.4.2. The amount of payment.
  - 7.12.5.4.3. Performance according to the approved leave plan while on leave.
  - 7.12.5.4.4. The requirement that the recipient will return to Olympic College for a period of time equal to the period of time for which the leave was granted and
  - 7.12.5.4.5. If in the course of the sabbatical it becomes apparent that a change will occur in the sabbatical plan, the outcome, or the product, the faculty member will notify the President in writing and the President will respond

- to the request within ten (10) working days whether approval is granted or not.
- 7.12.5.4.6. The recipient, upon return, shall submit a written report, including transcripts for courses taken where applicable, to the President within one (1) month to substantiate leave activities. Completed reports will be posted on an internal website where they can be accessed by the College community.
- 7.12.5.4.7. Failure to comply with any of the items above will result in repayment of the amount of the salary stipend and benefits paid during such leave with the proviso that repayment would only follow a good faith effort from both parties to reconcile any deficiencies. Faculty will not be eligible for additional sabbatical leave until any such deficiencies have been corrected.
- 7.12.5.4.8. All work products, materials, processes, or inventions produced as a part of the sabbatical plan are subject to Article V, Section 17. It is essential to develop written agreements between parties prior to the sabbatical.
- 7.12.6. Subsections 7.12.5.4.4. and 7.12.5.4.7. above shall not apply when an academic employee on sabbatical or retraining leave has been RIFed in accordance with the terms of this Agreement.
- 7.12.7. The time spent on sabbatical or retraining leave shall be recognized as equivalent to time spent as an academic employee at Olympic College (excepting sabbatical or retraining leave entitlement and sick leave accumulation).
- 7.12.8. The notice of the recipient's intent to return to the Employer shall be given to the President in writing on or before March 1 of the leave year. In case the leave is for less than a school year, the notification date of intent to return shall be specified in the contract.
- 7.12.9. All sabbatical retraining leaves require the approval of the Board of Trustees. The sum of such leaves approved by the Board of Trustees shall not exceed that allowed by law. If the Employer determines that financial conditions require that it reduce the number of available sabbaticals in an academic year, the Employer will meet with the Association to discuss the budget circumstances and planned limitations prior to the yearly notification of sabbatical opportunity (see 7.12.4). No such leaves may be granted for less than one (1) quarter.
- 7.13. Faculty Exchange Leave.
- 7.13.1. An academic employee may be granted a leave for the purpose of exchanging work assignments with any qualified colleague at any appropriate institution in industry, education, government, or other place of employment. Such exchange requires that the academic employee's replacement at Olympic College be qualified to perform the employee's normally contracted duties or to perform another assignment having a higher priority need. While participating in such an exchange, the Olympic College

academic employee shall officially continue as a full-time contracted employee and shall be treated as such in all respects by the Employer; e.g., maintaining position on the Salary Schedule, insurance, and retirement coverage, etc. Application for Faculty Exchange Leave shall be made to the President at least four (4) months prior to the initiation of the leave.

7.14. Personal Leave.

7.14.1. Full-time academic employees are eligible to use three (3) non-cumulative personal leave days per instructional year. Personal leave may be used to the maximum of two (2) days in any quarter not to exceed a total of three (3) days per instructional year.

7.15. Shared Leave.

7.15.1. The Employer shall administer the Leave Sharing Program in accordance with RCW 41.04 to permit employees, at no significantly increased cost to the state for providing leave, to come to the aid of another state employee who

7.15.1.1. has been called to service in the uniformed services,

7.15.1.2. is responding to a state of emergency anywhere within the United States declared by the federal or any state government

7.15.1.3. is a victim of domestic violence, sexual assault, or stalking, or

7.15.1.4. is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

7.15.2. Academic employees who are eligible for leave accrual are eligible to receive and donate leave to eligible employees in accordance with State guidelines and College policies and procedures.

7.16. Uniformed Service Shared Leave Pool.

7.16.1. The uniformed service shared leave pool allows employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services. Employee participation will be voluntary at all times. The Military Department, Department of Personnel, and Office of Financial Management will administer the pool.

7.16.2. Employees requesting to donate to or receive leave from the uniformed service shared leave pool must follow their Employer's policies and procedures addressing uniformed service shared leave. Employees requesting to receive leave from the uniformed service shared leave pool must also comply with the Military Department procedures for requesting and receiving leave from the uniformed service shared leave pool. Employees requesting leave from the uniformed service shared leave pool should provide the Employer an earnings statement verifying military salary and orders of service, most current state leave and earnings statement, a completed uniformed

service shared leave pool recipient request form, and notification of any change. The employee must also provide copies of earnings statements and orders of service when requested by the Military Department.

**7.17. Assault Leave.**

7.17.1. If an academic employee is assaulted or is intimidated by threat of force or violence or is interfered with by use of force or violence, appropriate disciplinary action shall be taken. In case of extraordinary traumatic events, the Employer will approve paid leave for assaulted academic employees not to be taken from other paid leaves, for a reasonable period of time.

7.17.2. Academic employees who are assaulted while in the performance of their job duties will have no sick leave deducted. There will be no out-of-pocket costs for medical or counseling services.

**7.18. Washington Family and Medical Leave Program.**

7.18.1. Faculty are covered by Washington's Family and Medical Leave Program ("PFML"), codified at RCW 50A. Eligibility for PFML leave and benefits is established by law and administered by the State and is therefore independent of this Agreement. Premiums for benefits are established by law and are subject to annual adjustment. Faculty members will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.10.030. The Employer will pay the remaining premium amounts.

**Section 8. Insurance**

The Employer shall contribute the maximum amount authorized by law and the Public Employee's Benefits Board for allowable group insurance plans for each full-time academic employee and part-time academic employee working more than one-half time. Academic employees shall have the opportunity to self-pay such contributions during leaves without pay. All premiums in excess of the amount allowed by law shall be borne by the academic employee. Employer insurance contributions shall be made for the full twelve (12) month period, which shall include all summer months.

**Section 9. Application of Tenure.**

The Association agrees that the ultimate authority to grant or deny tenure is vested with the Employer. The Employer agrees that any decision to grant or deny tenure, which is contrary to the Tenure Review Committee recommendations, shall be immediately disclosed to both the probationer and the applicable Tenure Review Committee. It is further agreed that all decisions relating to the awarding or withholding of tenure, as well as the non-renewal or renewal of individual contracts including all decisions relating to the dismissal or discharge of an academic employee, shall not be subject to the grievance procedure of this Agreement.

**Section 10. Termination of Employment.**

Termination of employment of academic employees shall be handled in a manner consistent with Appendices B, D, and E. It is agreed that such provide a means for resolving disputes and that such disputes shall not be subject to the grievance procedure of this Agreement.

**Section 11. Safe Working Conditions.**

Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All academic employees shall follow safety rules and procedures, as they shall be from time-to-time promulgated. Academic employees shall have the right to manage their work environment, such that initial action(s) in times of violence, classroom disturbance, or medical emergencies shall be within the purview of the academic employee. Follow up action(s) shall involve appropriate Employer officials and include the appropriate communications(s) with the academic employee.

**Section 12. Full- time Faculty Hiring/Screening Procedure.**

12.1. Committee Procedures. Committee procedures as outlined in Article V, Section 24 shall apply.

12.2. Hiring/Screening Procedures.

12.2.1. All full-time applications shall be screened by an ad hoc committee known as the Faculty Screening Committee consisting of the appropriate Associate Dean or Dean, and for Professional/Technical Faculty hires, the Dean of Workforce Development or designee, and a minimum of two academic employees of the division or discipline. A representative or designee from Human Resources may participate on a committee but will not be a voting member. Satellite campuses shall utilize some faculty from the main campus discipline to serve on the committee. Faculty serving on Screening Committees are expected to complete training from Human Resources on hiring processes and inclusion issues prior to participating in the selection process.

12.2.2. Any time one or more newly created or existing academic employee positions are expected to be filled, each unique position will be advertised appropriately both inside and outside the State of Washington. The appropriate academic administrator will work with faculty in the discipline to identify and select appropriate venues for advertisement. The Screening Committee shall work with the appropriate Vice President to establish the qualifications desired for each position to be advertised, prior to the establishment of a reasonable timetable for the search, evaluation, and recommendation process.

12.2.3. Academic employees who serve on screening committees during other than the regular academic year shall be compensated for committee work at the Professional Hourly Rate for hours not otherwise compensated; provided that daily compensation shall not exceed the annually contracted daily rate for each academic employee at one hundred percent (100%) of load.

**Section 13. Part-time Faculty Hiring/Screening Procedures**

13.1. Part-time Faculty Hiring/Screening Procedures. See Article V. Section 24.



- 13.2. Committee Chair. The Committee Chair shall be the appropriate Associate Dean or Dean. Additional persons may be utilized by the Committee for resource purposes only, upon mutual agreement between the Committee and the appropriate Vice President.
- 13.2.1. The Faculty Screening Committee screens the candidate pool, interviews candidates, and forwards a pool of qualified candidates for each position to the appropriate Vice President for acceptance or rejection. The Vice President interviews candidates from the pool forwarded by the Committee. After interviewing and giving full consideration to the Committee's recommendation, the Vice President will recommend in writing at least three (3) (when available) unranked candidates to the President noting strengths and concerns. The President will interview finalists, consult with the Vice President, and make a selection for hire. If all candidates are rejected, the appropriate Vice President and the Committee shall confer in order to determine the reason(s) for rejection. Thereafter, the Faculty Screening Committee shall repeat the screening process. The Vice President or designee is responsible for checking references and making the employment offer.
- 13.2.2. The above provisions shall not apply to tenured individuals returning to a previously held position in the bargaining unit or to non-tenured individuals returning to a full-time position previously held in the bargaining unit within the last three (3) years.
- 13.3. Human Resources will post all full-time faculty openings on the College web site. Part-time faculty on the Affiliate list for that discipline will receive individual notice of full-time openings as they occur.

#### **Section 14. Administrative Screening Committee.**

The Association shall have a right to recommend one tenured academic employee to administrative screening committees. When the administrator is expected to have direct supervisory responsibility for academic employees, two tenured academic employees may be recommended.

- 14.1. Faculty representation on a Presidential Search Committee will be determined by the Board of Trustees.
- 14.2. Screening Committees for Vice Presidents shall include four (4) faculty members (three full-time and one adjunct) representing various College divisions.
- 14.3. Screening Committees for Deans shall include four (4) faculty members three (3) full-time and one (1) adjunct representing various College divisions.

#### **Section 15. Employee Handbook.**

Copies of the Employee Handbook shall be made available to all academic employees in the bargaining unit via the College web site. Modifications to the Handbook shall be supplied within a reasonable time.

#### **Section 16. Transportation.**

Academic employees who are required by the Employer to use personal vehicles for transportation shall be compensated at a rate consistent with OFM regulations as they now exist or hereinafter may be amended.

### **Section 17. Copyrights and Patents.**

- 17.1. For purposes of Section 17, the term “materials” includes any materials, processes, intellectual property, work products, and/or inventions.
- 17.2. The ownership of any materials 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.
- 17.3. The ownership of materials produced solely for the Employer and at Employer expense shall vest in the Employer and be copyrighted or patented, if at all, in its name.
- 17.4. In those instances, where materials are produced by an academic employee with Employer support (including sabbaticals) by use of significant personnel, time, facilities, or other Employer resources, the ownership of the materials 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 vest in the Employer.

### **Section 18. Facilities.**

Consistent with fiscal and budgetary limitations, the Employer shall:

- 18.1. Continue to provide each full-time academic employee with office space, furniture, and files. Seniority of the academic employee shall be a consideration when assigning office space.
- 18.2. Continue to provide part-time academic employees appropriate consultation and workspace.
- 18.3. Continue to provide equipment and supplies as determined necessary to assist academic employees in the performance of their duties.
- 18.4. Continue to provide academic employees with the key(s) to the facilities necessary for conducting and fulfilling their professional duties.
- 18.5. Provide full-time academic employees, upon request, with institutional business cards for College business.
- 18.6. Provide faculty with designated on-campus parking areas during peak instructional times. The Employer may charge for parking in accordance with the fee schedule determined by the Employer. When required to accommodate a documented disability, the Employer may provide a faculty member with a reserved parking space. Any such accommodation should be addressed with the Human Resources office.
- 18.7. Provide to all full-time faculty who require one (1), a computer adequate to their disciplinary and professional responsibilities for their offices.
- 18.8. Maintain laboratory equipment and provide support staff as reasonably appropriate for lab courses. Provide assistance for lab sessions when safety is a concern, preferably in the lab or nearest stockroom. The appropriate location for the assistant shall be determined by the faculty member teaching the laboratory section.

### **Section 19. Support.**

At the request of either the academic employee or administrator, either may have a colleague in attendance as an observer at any meeting between an administrator and an academic employee. Prior to the meeting, the employee shall be informed of the purpose of the meeting.

## **Section 20. Discipline.**

### **20.1. Just Cause and Progressive Discipline.**

20.1.1. No academic employee will be disciplined without just cause. The Employer shall implement progressive discipline, including but not limited to the following steps: Letter of Reprimand, suspension with or without pay, and termination. Prior to imposing discipline, the Employer may provide a verbal warning, written warning, or Letter of Direction as an informal resolution. There may be unusual circumstances where the situation is of an extreme nature demanding immediate action; therefore, progressive discipline or action is not indicated and/or within the Employer's legal options.

### **20.2. Informal Resolution.**

20.2.1. Nothing in this Agreement precludes the supervising administrator from attempting to resolve any matter informally with a faculty member. An employee may invite a colleague as an observer to take notes during the meeting. If at any point during the meeting the employee suspects discipline could result, the employee may stop the meeting and request Association representation. If, during a meeting between the supervising administrator and the faculty member, the supervising administrator concludes that discipline could reasonably result from the information provided, the supervising administrator shall inform the faculty member of such and allow the faculty member to seek representation from the Association. The meeting shall be delayed up to five (5) workdays in order for the employee to secure Association representation. Informal resolutions may include a verbal warning, written warning, or Letter of Direction. A written warning or Letter of Direction shall be maintained in a supervisor working file and not included in the faculty member's personnel file, unless such a letter is referenced in future disciplinary action to demonstrate a pattern of conduct.

### **20.3. Disciplinary Investigations.**

20.3.1. Faculty members are obligated to attend investigatory meetings during their regular workday when requested by the Employer.

20.3.2. If the Employer determines an investigation is required, the Employer shall provide written notice of the investigation to the faculty member and Association President within five (5) workdays of such determination. The Employer shall include in this notice a general description of the nature of the complaint or allegation.

20.3.3. Faculty members are entitled, at their option, to have an Association representative present during any investigatory interview conducted by the Employer that the faculty member reasonably believes may result in discipline of the faculty member. In the event that an Association representative is not available for a scheduled investigatory interview, the faculty member will be permitted a reasonable delay, of up to five (5) working days, to arrange for attendance by an Association representative. All investigatory interviews shall be conducted in private.

20.3.4. The Employer may place a faculty member on paid administrative leave during a disciplinary investigation. Faculty members on paid administrative leave are expected to remain available during normal working hours. Paid administrative leave is not discipline

and is not subject to the grievance procedure.

20.4. Pre-Disciplinary Procedure.

20.4.1. Notice of Intent to Discipline. If the Employer intends to impose discipline that involves a loss of pay or termination of employment, the Employer shall inform the faculty member of the proposed discipline in writing.

20.4.2. Pre-Disciplinary Meeting. The Employer shall schedule a pre-disciplinary meeting to permit the faculty member to respond to a notice of intent to discipline. At the beginning of any pre-disciplinary meeting, the Employer will describe its proposed discipline and the general reasons for issuing the proposed discipline. The faculty member and Association may present any evidence, documents, or statements relevant to the allegations, investigation, or proposed discipline.

20.5. Disciplinary Decision.

20.5.1. No later than ten (10) workdays after the close of the pre-disciplinary meeting, the Employer shall inform the faculty member of its disciplinary decision in writing.

20.6. Right to Grieve Disciplinary Actions.

20.6.1. The Association has the right to grieve any disciplinary action taken against a faculty member that exceeds the level of a written warning or Letter of Direction.

**Section 21. Inoculations.**

The Employer will pay for inoculations required as a condition of employment.

**Section 22. Professional Development.**

22.1. Full-time Academic Employees

22.1.1. Each full-time academic employee shall be granted three hundred dollars (\$300) per year for documented professional development expenses upon delivery of verified receipt for same. Human Resource Services will compile an annual report of the expenditures and distribute it to the Association.

22.1.2. An additional fund of ten-thousand dollars (\$10,000) per year will be distributed to full-time academic employees through the Professional Enrichment Committee (PEC). Full-time faculty may apply for these funds in Fall Quarter and Winter Quarter of each academic year. The PEC will announce due dates for the application of these funds. An annual report will be provided by the PEC to the Association.

22.2. *Part-time Academic Employees.* The Employer will provide seven-thousand five hundred (\$7,500) annually to support the professional development activities of part-time faculty. This money will also be distributed through the PEC in Fall Quarter and Winter Quarter upon application by part-time faculty. The PEC will announce due dates for the application for these funds. An annual report will be provided by the PEC to the Association.

**Section 23. Bremer Trust and Community College Exceptional Faculty Award.**

Criteria for the selection of nominees/applicants for the Exceptional Faculty Awards will include:

- 23.1. *Work Performance.* Demonstrates, to a superior degree, the characteristics of a good college teacher, counselor, library/E-Learning, or advising faculty. Demonstrates superior knowledge of subject, enthusiasm, creativity, and empathy for students. Constantly strives to find effective ways of working with students.
- 23.2. *Impact on Students.* Generates excitement and enthusiasm for learning. Provides services and special assistance to students through exemplary advising, counseling, or mentoring
- 23.3. *Professional Achievement.* Exhibits high scholarly standards. Services professional organizations and is recognized by peers in the profession. Provides services to community in area of expertise.
- 23.4. *Leadership.* Innovative with curriculum and teaching methods. Efforts always focused on the quality of the student's educational experience. Maintains a positive learning environment both inside and outside the classroom. Makes positive contributions to the progress and well-being of the division and of the College.
- 23.5. *Committee.* The selection committee shall be made up of one Olympic College administrator and four tenured Olympic College academic employees. The administration member shall be appointed by the College President. The faculty members shall be nominated and elected by the Olympic College faculty at large. Members will be elected during Fall Quarter of each year and shall serve two-year rotating terms, two (2) members elected each year.
- 23.6. Process
  - 23.6.1. The nomination/application forms will be distributed Spring Quarter.
  - 23.6.2. Any eligible member of the faculty may apply for the award. In addition, any member of the College community may nominate a faculty member for the award. Deadline dates are established annually in accordance with Spring Awards planning dates.
  - 23.6.3. During Spring Quarter, the Committee will review all nominations and applications and report to the College President recommending awards.
  - 23.6.4. The President will present the recommendations to the Board of Trustees at the May meeting.
  - 23.6.5. The Board will select the recipients and the awards will be presented by the end of Spring Quarter at an awards ceremony.

**Section 24. Committee Procedures.**

When academic employees are appointed to serve on advisory committees the following procedural criteria shall apply:

- 24.1. Representation on the committees shall epitomize both the subject of the committee and the constituencies of the campus, e.g., a committee on curriculum shall be heavily weighted towards faculty while a safety committee shall represent all groups—faculty, staff, students, and administration.
- 24.2. Committee reports and recommendations shall be written, dated, and provided to the members of the committee. When recommendations are to be acted on, the administration shall reconvene the committee to review the currency of the recommendations and discuss courses of action.

24.3. The committee shall be informed in writing of administrative decisions.

**Section 25. Professor/Instructor Emeritus.**

Tenured faculty members who retire from Olympic College after at least ten (10) years of service to the College or who retire early due to unforeseen circumstances as full-time faculty shall be considered for the status of Professor Emeritus by the Faculty Council. Adjunct faculty who separates from Olympic College after at least thirty (30) quarters of service for the College shall be considered for the status of instructor Emeritus by the Faculty Council. Each year in spring, Human Resources will supply eligible faculty names to the Faculty Council for their consideration. The Employer will provide an e-mail address, faculty library privileges, a listing in the catalog and all such other considerations reasonable and appropriate to this rank.

**Section 26. Return After Retirement.**

Faculty who retire in good standing and are subsequently hired back as adjunct faculty, within three (3) years of their retirement, retain the seniority status that had been accrued at the time of retirement. These faculty will accrue future seniority upon re-hire as an adjunct faculty.

**Section 27. Retirement Early Notification Stipend**

The College shall provide a one-time stipend to faculty in tenured positions if all the following conditions are met:

- 27.1. The tenured faculty member provides written notification of their retirement to Human Resources at least three (3) full quarters, excluding summer quarter, prior to their retirement date. This notice must include their intended retirement date and written acknowledgement that the retirement notice may not be withdrawn. For the purposes of calculating number of quarters, any quarter in which notice is received within the first thirty (30) days of instruction beginning counts as a full quarter. The Employer may reduce the time requirements for notification.
- 27.2. If the tenured faculty member has met conditions of item one (1), tenured faculty who have at least ten (10) years of service in a position covered by the collective bargaining as of their last day of employment and are eligible for retirement under a state provided retirement plan, will receive a one-time two-thousand five-hundred-dollar (\$2,500) stipend. Those with less than ten (10) years but at least five (5) years of service as of their last date of employment and are eligible for retirement under a state provided retirement plan, will receive a one-thousand two-hundred- and fifty-dollar (\$1,250) stipend.

These payments will be made to the faculty member in a lump sum in the final paycheck and not count for contributions to or in calculating benefits from a retirement system.

- 27.3. A retirement stipend will be awarded if the employee goes on phased retirement as stipulated in Appendix A-3 and meets the conditions stipulated in items one (1) and two (2).

## ARTICLE VI COMPENSATION

Compensation for all academic employees shall be in accordance with the schedule and procedures contained in the A Appendices.

## ARTICLE VII GRIEVANCE PROCEDURE

A grievance is hereby defined as an alleged violation by the Employer of the terms of this Agreement. An individual academic employee or group of academic employees shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Association has been given the opportunity to be present at such adjustment.

The Association shall have the right to grieve an alleged violation of the agreement when the matter presented does not affect the rights of individual academic employees but, rather, concerns an alleged violation of a procedural commitment made by the Employer to the Association in this agreement. Such grievances shall be handled in the following manner:

### **Section 1.** Step One

The grievant and the Association representative, if requested by the grievant, may orally present the alleged grievance to the immediate Supervisor and/or Dean. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the employee and the Association representative, if any, involved and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The Vice President of Instruction, as well as Human Resources shall be given the written grievance, will note receipt of the same by countersigning and dating the original grievance, and shall give a copy of the grievance to the Association representative within three (3) business days after receipt. The Vice President of Instruction or Human Resources shall answer the grievance in writing or schedule an agreed to meeting to discuss the grievance within ten (10) business days of receipt. If a meeting is held, the Vice President of Instruction or Human Resources shall answer the grievance in writing within five (5) business days of that meeting. If mutually agreed to, the deadline for written response in Step One to the grievance may be extended.

### **Section 2.** Step Two

If no settlement is reached at Step One, the written grievance may be submitted to the President or designated representative, provided it is filed with the President or designated representative not more than fifteen (15) business days after the Step One grievance response is received by the Association. Representative(s) of the Association will be present at any meeting called to consider the grievance at this Step Two. The President or designated representative shall send the written response to the Association within fifteen (15) business days. Such response shall be deemed to be the final position of the Employer. If mutually agreed to, the deadline for written response in Step Two may be extended.

### **Section 3.** Step Three

If no settlement is reached at Step Two, the Association may in its sole discretion within five (5) working days after the date of the Step Two written response was received provide written notice to the Employer that the grievance shall be arbitrated, provided that the grievance presents an arbitral matter as herein defined. The demand for arbitration shall be within twenty (20) working days of the Step Two (2) answer.

- 3.1. With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One of Section 1 above within fifteen (15) working days after the occurrence of the event or the condition giving rise to the grievance shall be waived for all purposes. For purposes of this Article, working days shall be defined as contracted faculty working days pursuant to the Board-approved main campus calendar regardless of whether the grievant is actually assigned such days.
- 3.2. Failure by the grievant/Association to proceed with the grievance within the timelines set forth in this Article will result in the dismissal of the grievance. Failure of the Employer to take the required action within the timelines set forth in this Article will entitle the grievant or Association to proceed to the next step of the grievance procedure.
- 3.3. Matters subject to arbitration shall be referred to either the American Arbitration Association or the Federal Mediation and Conciliation Services under voluntary rules. Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement and which are presented to the Employer in writing and which are processed in the manner and within the time limits, or agreed to extension(s) of time limits, herein provided shall be subject to arbitration.
- 3.4. Jurisdiction of the arbitrator is limited to:
  - 3.4.1. Adjudication of the issues which under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and
  - 3.4.2. 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 or which is in conflict with the provisions of this Agreement; and
  - 3.4.3. The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and
  - 3.4.4. 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
  - 3.4.5. 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
  - 3.4.6. 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.
  - 3.4.7. 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.
  - 3.4.8. No arbitrator shall have the authority to remand an issue back to the parties for negotiations
- 3.5. The fees and expenses of the arbitrator shall be borne equally by the parties unless otherwise agreed in writing. All other expenses of each side shall be borne by the respective parties.
- 3.6. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Association and the employees affected consistent with the terms of this Agreement.



- 3.7. Nothing in this Article shall be construed to preclude an academic employee from expressing concerns with regard to any item not covered by this Agreement through the normal administrative channels.
- 3.8. It is the intent of the parties that the grievance procedure set forth herein shall be the sole and exclusive remedy to present and resolve grievances relating to the interpretation and application of the terms of this Agreement unless another method of review is provided herein.

#### ARTICLE VIII UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The Employer and the Association agree that disputes that may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its employees during the term of this Agreement and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Agreement.

#### ARTICLE IX RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the College and the direction of the work force are vested exclusively with the Employer subject to the terms of this Agreement. Administrators who have responsibility for the administration of the working agreement shall make a good-faith effort to understand and administer the terms and conditions of the working agreement.

All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies and procedures as it may determine.

#### ARTICLE X SCOPE OF AGREEMENT

##### **Section 1.** Authority.

This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions, or practices of the Employer that shall be contrary to or inconsistent with its terms.

##### **Section 2.** Oral Statements.

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.

##### **Section 3.** Negotiations.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated in Articles II and XI, the Employer and the Association for the duration of this Agreement each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

**Section 4. Restriction of Rights.**

Nothing contained herein shall be construed to deny or restrict any academic employee's rights and responsibilities that may be available under the laws of the State of Washington and of the United States or other applicable regulations.

**Section 5. Individual Contracts.**

No individual contract offered to academic employees by the Employer shall be inconsistent with the terms and conditions of this Agreement.

**Section 6. Good Faith.**

It is agreed by the parties that negotiations shall be conducted in good faith.

**Section 7. Salary Adjustments.**

Implementation of any salary adjustment provided for in this Agreement that is funded by general funds of the State of Washington shall be consistent with legislative appropriation and with any subsequent modification thereto.

## ARTICLE XI DURATION

**Section 1. Commencement of Negotiations.**

Negotiations between the Employer and Association representatives for a subsequent agreement will commence no later than April 1, 2024 Both the Employer and the Association will submit written proposals at the initial meeting.

**Section 2. Right to Re-Open.**

The Association reserves the right to re-open Appendix A-2 and in Appendix A-1, subsections 2.1, 2.3 and 3.1 in the event the Legislature of the State of Washington authorizes and appropriates funds for such purposes not already contemplated by this Agreement.

**Section 3. Dispute Resolution.**

In the event that a dispute occurs and an impasse results, the parties shall notify and request the services of the Public Employment Relations Commission.

This Agreement shall remain in full force and effect upon its execution to and including June 30, 2024. In the event that negotiations have not been concluded by June 30, 2024, the terms and conditions of this Agreement will remain in effect as mutually agreed to in writing by the parties at that time.

Signed this 11<sup>th</sup> day of May, 2022 at Bremerton, Washington.

**For the Association**



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Craig Goodman, *President of Olympic College Association for Higher Education*

**For the Employer**



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Dr. Martin Cavalluzzi, *President of Olympic College*



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Joshua Masters, *Vice President of Human Resources*



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Martin Cockroft (May 11, 2022 13:27 PDT)

Martin Cockroft, *Vice President of Instruction*

## APPENDIX A-1 Compensation

### **Section 1.** Academic Employees Salary Schedule.

- 1.1. See Appendix A-2, Faculty Salary Schedules.
- 1.2. In the event that the Employer receives funding from the State during the term of this Agreement to fund general salary increases for faculty, the Faculty Salary Schedules in Appendix A-2 will be increased by the amount of such funding.

### **Section 2.** Salary Provisions

(Applicable to those academic employees placed on the full-time faculty schedule).

- 2.1. Degree Supplement. Only one (1) premium will be allowed in any one (1) fiscal year. The premium for master degrees and five (5) year vocational certificates shall be calculated at one (1) column on the Standard Faculty Salary Schedule, and the premium for doctoral degrees shall be calculated at two (2) columns.
- 2.2. Movements. An academic employee may move to the right on the salary schedule a maximum of one (1) column per year.
- 2.3. Summer Session. Pay will be calculated at the appropriate part-time rate. For faculty who have taught during summer session under previous CBAs, pay will be calculated at the higher of eighteen percent (18%) of annual salary or the appropriate adjunct rate.
- 2.4. Vocational Certification. Faculty holding a three (3) year certification will receive an additional one-hundred dollars (\$100) per year. Faculty holding a five (5) year certification will receive an additional two-hundred and fifty dollars (\$250) per year.
- 2.5. Full-time/Part-time Academic Employees. Academic employees assigned and scheduled quarterly loads of eighty-seven percent (87%) or more of the quarterly load in Appendix A-3 shall be deemed to be full-time. These academic employees will be placed on the full-time salary schedule and will be assigned additional duties from the Related Responsibility list (Appendix A-4, Section 2) by the Dean. A greater amount of such duties is expected for faculty teaching eighty-seven percent (87%) to ninety-nine percent (99%) to make up the shortfall in load. If they teach over the quarterly load, they will be paid at the appropriate adjunct rate for any overload. In some instances, adjunct faculty may teach more than the eighty-seven percent (87%) load in a quarter when it makes sense for the program. The Association will be consulted in these cases. Academic employees shall be deemed to be part-time in all other instances. Part-time academic employees shall be compensated at the appropriate adjunct rate as described in Section 3, below.
- 2.6. Initial Placement of Faculty.
  - 2.6.1. Academic employees with a master's degree and less than forty-five (45) quarter credits beyond their bachelor's degree will be placed in the BA+ forty-five (45) column. Academic employees with five (5) year vocational certification or with a bachelor's degree and a professional license issued by the Washington State Board for Professional Licensing required to teach in the discipline shall be placed in the BA+forty-five (45) column. Academic employees with a doctorate and less than one-hundred and forty-five (145) quarter-credits beyond the bachelor's degree shall be placed in the BA+one-hundred and forty-five (145) column. All academic employees placed in accordance with the provisions of the above shall be entitled to movement

to the right on the basis of additional credits earned since (a) the effective date of the vocational certificate or professional license under which the academic employee was originally placed, or (b) the date of original placement in these columns, whichever is earlier. Placement will be at the first available row in the appropriate column.

- 2.6.2. In the placement of an academic employee, the evaluation of work experience in lieu of educational experience and of training in lieu of academic credits shall be the prerogative of the administration. Registered credits appearing on a transcript for a dissertation shall be counted the same as credit earned if the degree is awarded.
- 2.6.3. Analysis of education, experience and other relevant documents shall be done by Human Resources in consultation with the appropriate Dean according to established salary advancement guidelines.
- 2.6.4. Human Resources will provide the salary placement worksheet to the employee and the Association President by the first (1<sup>st</sup>) pay date of a newly hired faculty member.
- 2.6.5. A newly hired faculty member has sixty (60) days from when their contract begins to review the placement and request any adjustment to their placement by the Employer. Should it be determined that an upward adjustment is warranted, the faculty will be placed at that new position on the salary schedule and paid retroactively from the beginning of the contract any due compensation.

### **Section 3. Part-Time Academic Employees. (Adjunct Faculty)**

- 3.1. Quarterly base-pay for adjunct faculty will be sixty-six percent (66%) of the lowest quarterly base pay on the full-time salary schedule for July first (1<sup>st</sup>), 2021 – June thirtieth (30<sup>th</sup>), 2022 academic year and retroactive to July 1 (1<sup>st</sup>) 2021.
- 3.2. Quarterly base-pay for adjunct faculty will be sixty-eight (68%) of the lowest quarterly base pay on the full-time salary schedule for the July beginning first (1<sup>st</sup>), 2022 – June thirtieth (30<sup>th</sup>), 2023 academic year.
- 3.3. Adjunct faculty who hold a master's degree, or a bachelor's degree and Washington state licensure required to teach in the discipline, will be compensated at step two, a rate two-percent (2%) above the base. Adjunct faculty who have taught twenty (20) quarters or more at Olympic College will be compensated at step three (3), two percent (2%) above step two (2). It shall be the responsibility of the academic employee to provide official documentation to the Human Resource Office prior to placement at step two (2). Without documentation placement will be at step one (1).
- 3.4. The Professional Hourly Rate, applicable to full-time as well as adjunct faculty, is based upon the Standard Faculty Quarterly Salary Schedule. The Professional Hourly Rate is set so that three-fourths (3/4) of the Professional Hourly Rate times seven (7) times one-hundred and seventy-seven (177) equals three (3) times the Standard Faculty Quarterly Salary for step one (1), step two (2), or step three (3) as appropriate, rounded to the nearest dollar.

### **Section 4. Advancement on the Salary Schedule.**

- 4.1. Advancement on the Salary Schedule. Full-time academic employees may advance on the salary schedule by acquiring additional college credits, completing pre-approved in-service professional development activities provided by the Employer and/or petitioning for

advancement in accord with salary advancement guidelines.

- 4.2. Upper Division/Graduate Level Courses. All upper division and graduate level course(s) from a regionally accredited institution taken for advancement on the salary schedule shall be reported to Human Resources in writing, by May fifteenth (15<sup>th</sup>) each year, documented by official transcripts provided to Human Resources. No upper division or graduate level courses or coursework shall be given salary advancement credit if the courses have been paid for by the Employer.
  - 4.2.1. Upper Division and/or Graduate courses relevant to one's teaching, a course of study approved by the Vice President for Instruction for an advanced degree, or courses taken in a planned retraining program as part of Reduction in Force are automatically approved.
  - 4.2.2. Upper Division and/or Graduate course credit relevant to one's teaching received from a regionally accredited educational institution will earn Professional Development Units (PDUs) as follows:
    - 4.2.2.1. One (1) college quarter credit equals one (1) PDU.
    - 4.2.2.2. One (1) semester credit equals one and a half (1.5) PDU.
  - 4.2.3. A faculty member may carry-over up to twenty (20) PDUs earned as Upper Division and/or Graduate Course PDUs yearly.
- 4.3. Pre-approved professional development Employer in-service activities completed by each faculty member will be provided to Human Resources by the Employer by the first (1<sup>st</sup>) business day in June as earned professional development units (PDUs). These PDUs will be accounted for in the advancement on the following year's salary schedule.
  - 4.3.1. Faculty will earn Professional Development Units (PDUs) at the following rates for pre-approved in-service activities:
    - 4.3.1.1. One (1) PDU per eight (8) hours of un-duplicated in-service training;
    - 4.3.1.2. As a presenter, one (1) PDU per four (4) hours of in-service presentation;
    - 4.3.1.3. Fractions of PDUs will be tracked and awarded;
    - 4.3.1.4. The Employer may award additional PDUs for in-service training at their discretion.
    - 4.3.1.5. Should a stipend be available for any professional development in-service activity, the Employer may either provide a stipend and/or PDUs.
  - 4.3.2. The Employer will notify each faculty member of the number of in-service PDUs earned the prior quarter within the first fifteen (15) business days of the next quarter.
- 4.4. Salary Advancement Petitions. The Salary Advancement Evaluation Committee (SAEC) shall develop guidelines for approval, submission, and reporting of all professional development units that are petitioned for by faculty for professional development salary advancement except as covered under 4.2 and 4.3 above. These guidelines shall be updated annually by the SAEC, informed by college priorities, and approved by the Vice President for Instruction and the Vice President for Student Services. The guidelines shall be published annually by the first (1<sup>st</sup>) business day in July.
  - 4.4.1. The SAEC shall consist of five (5) academic employees appointed by the President of the Association with the Vice President for Instruction and Vice President for Student Services

as ex-officio members. The SAEC may request support in gathering and storing faculty petitions from the Employer.

4.4.2. It shall be the responsibility of the academic employee to provide official documentation to the Salary Advancement Evaluation Committee to verify all professional development activities completed in accord with Salary Advancement Guidelines. This documentation shall be received no later than May 15<sup>th</sup> (fifteenth) for work completed since the previous May 15<sup>th</sup> (fifteenth). In turn, the SAEC is to submit all results to Human Resources Services by the first (1<sup>st</sup>) business day in June.

4.5. Maximum Advancement. Ten (10) Professional Development Units (PDUs) awarded annually will move the faculty member one horizontal movement across the salary schedule. A full-time academic employee may not apply more than ten (10) Professional Development Units (PDUs) to the salary schedule during an academic year.

4.5.1. Faculty awarded fewer than ten (10) PDUs annually may apply those units to the following year.

4.6. Any new salary placement as prescribed in this section will take effect in fall of the next academic year and/or upon commencement of annual contract.

## **Section 5. Salary Payments.**

5.1. Regularly contracted full-time academic employees whose work periods extend over ten (10) months may elect to receive their annual salary over ten (10) months, equaling twenty (20) payments, or ten (10) months with nineteen (19) equal payments and a lump sum payout as the twentieth (20<sup>th</sup>) payment (which is comprised of five payments) paid on the June 25<sup>th</sup> pay date. Payroll dates and procedures will follow OFM regulations as they now exist or hereinafter may be amended.

5.2. Pursuant to RCW 42.16.010 (2), annual pay dates shall number twenty (20) per regular academic year, and four (4) for summer session, for full-time faculty irrespective of expansion or contraction of the academic calendar established. Part-time faculty pay dates will number six (6) during fall quarter, five (5) during winter and spring quarters and four (4) for summer session unless as specified otherwise in Appendix A-5, Section 2.4.1. Variation of six (6) payments during fall quarter is to facilitate earlier payment for part-time faculty.

## **Section 6. Calendars.**

6.1. Instructional Calendar. Two (2) Association representatives shall be members of the Instructional Calendar Committee, which shall submit recommendations to the President regarding calendars by January thirtieth (30<sup>th</sup>) of each year. The individual academic employee contract shall provide for one-hundred and seventy-seven (177) contractual days, including two (2) individual contract days and six (6) professional days. The two (2) individual contract days are not incorporated into the regular academic calendar. It is understood that activities during professional days are at the discretion of the faculty member, with no requirement to be on campus.

6.2. Individual Contracts. For all teaching faculty, the six (6) professional days are placed at the beginning of the regular academic calendar, except where faculty are on an alternate schedule

- and placing the professional days at the end of the academic year is more advantageous to faculty.
- 6.3. For Advising, Counseling, Library, and E-Learning faculty, the six (6) professional days are placed within the regular academic calendar by mutual agreement between the academic employee and the Academic Administrator.
  - 6.4. Academic Advising faculty: The individual academic advising employee contract shall provide for one-hundred and eighty (180) contractual days, with a one-hundred and seventy-seven (177) working days calendar. The contract days shall include three (3) personal leave days.
  - 6.5. Finals Schedule. From the first (1<sup>st</sup>) day of finals until the end of each quarter, the administration of exams, the grading of student work, the completion of grade sheets and other forms of record keeping, the preparation of materials and presentations for classes, and other related activities shall be the priority activities of teaching faculty. Final exams will not be scheduled to conflict with the official class time or final exam schedule. Faculty will be available for student consultation during finals week. Alternate Academic Calendar.
  - 6.6. Tenured academic employees may request an annual contract consisting of any three (3) of the four (4) scheduled quarters/session. Attention must be given to serving the needs of the Employer, and students, and to equity and fairness of assignments. Faculty will be expected to fulfill all professional obligations during their contracted quarters, including teaching/library/counseling tasks, advising, committee participation, and so forth. A detailed work plan and calendar detailing all required contract days will be required in order to substitute summer session for another quarter. Approval of such a request shall be based upon the work plan and number of contracted days or hours that are equivalent to the substituted academic quarter. Approval will be at the discretion of the appropriate Vice President, in consultation with the relevant Dean, after consulting with the discipline/division. Interested faculty should apply to their respective Deans not later than January tenth (10<sup>th</sup>) for the next academic year. There will be a limit on the number of faculty approved to substitute summer as part of load. The Association shall be apprised in a timely manner of the nature and scope of approved arrangements.
  - 6.7. In certain circumstances, the Employer may require faculty to work an alternative calendar due to the needs of the program. If possible, this should be arranged when the position is established. If program requirements necessitate a revised schedule, the Employer will provide as much notice as possible.



### APPENDIX A-2 Faculty Salary Schedules

			APPENDIX A-2		
			<u>Standard</u> Faculty Salary Schedule Base		
			Appendix A-2 2022-2023 Olympic College Faculty Salary Schedule Effective July 1, 2022		

	BA+30 MA	BA+45 MA	BA+65 MA+20	BA+85 MA+40	BA+105 MA+60	BA+125 MA+80	BA+145 MA+100	BA+165 MA+120	BA+185 MA+140	BA+205 MA+160	BA+225 MA+180	
	1	2	3	4	5	6	7	8	9	10	11	12
0-7						61,933	63,620	65,307	66,996	68,682	70,369	71,214
8					60,920	62,606	64,295	65,982	67,668	69,357	71,043	71,887
9					61,591	63,279	64,970	66,656	68,344	70,030	71,718	72,563
10					62,269	63,956	65,643	67,330	69,017	70,706	72,395	73,237
11				61,256	62,943	64,632	66,320	68,006	69,694	71,383	73,068	73,913
12				61,933	63,620	65,306	66,996	68,681	70,369	72,058	73,745	74,588
13			60,920	62,606	64,295	65,982	67,668	69,357	71,043	72,732	74,419	75,263
14			61,591	63,279	64,970	66,656	68,344	70,030	71,718	73,406	75,094	75,936
15			62,269	63,956	65,643	67,330	69,017	70,706	72,395	74,082	75,769	76,613
16		61,256	62,943	64,632	66,321	68,005	69,694	71,383	73,068	74,756	76,445	77,286
17		61,933	63,620	65,306	66,997	68,682	70,369	72,058	73,745	75,433	77,118	77,962
18	60,920	62,606	64,295	65,982	67,668	69,357	71,043	72,732	74,419	76,106	77,794	78,638
19	61,591	63,279	64,970	66,656	68,344	70,029	71,718	73,406	75,094	76,781	78,469	79,311
20	62,269	63,956	65,643	67,330	69,018	70,705	72,395	74,082	75,769	77,455	79,144	79,987
21	62,943	64,632	66,321	68,005	69,695	71,383	73,068	74,756	76,445	78,133	79,821	80,663
22	63,620	65,306	66,997	68,682	70,369	72,058	73,745	75,433	77,118	78,806	80,493	81,337
23	64,295	65,982	67,668	69,357	71,043	72,731	74,419	76,109	77,794	79,482	81,170	82,012
24	64,970	66,656	68,344	70,029	71,719	73,405	75,094	76,781	78,469	80,154	81,843	82,687
25	65,643	67,330	69,018	70,705	72,396	74,082	75,769	77,455	79,144	80,832	82,519	83,362
26	66,321	68,005	69,695	71,383	73,068	74,756	76,445	78,133	79,821	81,506	83,194	84,039
27+	66,997	68,682	70,369	72,058	73,745	75,431	77,118	78,806	80,493	82,180	83,869	84,711

**Note:** The Degree Supplement and Professional Hourly Rates indicated below reflect the 2021-2022 rates. They will be revised with the updated 2022-2023 Salary Schedule and future schedules.

MA Degree – 5-Year Certificate      787  
 Doctoral Degree                              1,575

	STEP 1    Actual	12,094	PROFESSIONAL HOURLY RATE	39.00
	STEP 2    Step 1 increase 2% per AHE Appendix B-1 3.1	12,336	PROFESSIONAL HOURLY RATE	40.00
	STEP 3    Step 2 increase 2% per AHE Appendix B-1 3.1	12,583	PROFESSIONAL HOURLY RATE	41.00

Collective Bargaining Agreement between Olympic College Board of Trustees and  
The Olympic College Association for Higher Education, 2022-2024

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			APPENDIX A-2		
			<u>High Demand Program</u> - Faculty Salary Schedule Base		
			Appendix A-2 2022-2023 Olympic College Faculty Salary Schedule Effective July 1, 2022		

	BA+30 MA	BA+45 MA	BA+65 MA+20	BA+85 MA+40	BA+105 MA+60	BA+125 MA+80	BA+145 MA+100	BA+165 MA+120	BA+185 MA+140	BA+205 MA+160	BA+225 MA+180		
	1	2	3	4	5	6	7	8	9	10	11	12	
0-7						60,422	62,068	63,714	65,362	67,007	68,653	69,477	
8					59,434	61,079	62,727	64,373	66,018	67,665	69,310	70,134	
9					60,089	61,736	63,385	65,030	66,677	68,322	69,969	70,793	
10					60,750	62,396	64,042	65,688	67,334	68,981	70,629	71,451	
11					59,762	61,408	63,056	64,702	66,347	67,994	69,642	71,286	72,110
12					60,422	62,068	63,713	65,362	67,006	68,653	70,300	71,946	72,769
13					59,434	61,079	62,727	64,373	66,018	67,665	69,310	70,958	73,427
14					60,089	61,736	63,385	65,030	66,677	68,322	69,969	71,616	74,084
15					60,750	62,396	64,042	65,688	67,334	68,981	70,629	72,275	74,744
16					59,762	61,408	63,056	64,703	66,346	67,994	69,642	71,286	75,401
17					60,422	62,068	63,713	65,363	67,007	68,653	70,300	71,946	76,060
18	59,434	61,079	62,727	64,373	66,018	67,665	69,310	70,958	72,604	74,250	75,897	76,720	
19	60,089	61,736	63,385	65,030	66,677	68,321	69,969	71,616	73,262	74,908	76,555	77,377	
20	60,750	62,396	64,042	65,688	67,335	68,980	70,629	72,275	73,921	75,566	77,214	78,036	
21	61,408	63,056	64,703	66,346	67,995	69,642	71,286	72,933	74,580	76,227	77,874	78,696	
22	62,068	63,713	65,363	67,007	68,653	70,300	71,946	73,593	75,237	76,884	78,530	79,353	
23	62,727	64,373	66,018	67,665	69,310	70,957	72,604	74,253	75,897	77,543	79,190	80,012	
24	63,385	65,030	66,677	68,321	69,970	71,615	73,262	74,908	76,555	78,199	79,847	80,670	
25	64,042	65,688	67,335	68,980	70,630	72,275	73,921	75,566	77,214	78,860	80,506	81,329	
26	64,703	66,346	67,995	69,642	71,286	72,933	74,580	76,227	77,874	79,518	81,165	81,989	
27+	65,363	67,007	68,653	70,300	71,946	73,591	75,237	76,884	78,530	80,176	81,823	82,645	

**Note:** The Degree Supplement and Professional Hourly Rates indicated below reflect the 2021-2022 rates. They will be revised with the updated 2022-2023 Salary Schedule and future schedules.

MA Degree – 5-Year Certificate      787  
 Doctoral Degree                              1,575

STEP 1	Actual	12,094	PROFESSIONAL HOURLY RATE	39.00
STEP 2	Step 1 increase 2% per AHE Appendix B-1 3.1	12,336	PROFESSIONAL HOURLY RATE	40.00
STEP 3	Step 2 increase 2% per AHE Appendix B-1 3.1	12,583	PROFESSIONAL HOURLY RATE	41.00

## APPENDIX A-3 Workload Standards

### **Section 1.** Faculty Workload

- 1.1. The order of class assignment is as follows:
  - 1.1.1. Full-time tenured and tenure track (probationary) faculty will receive their class assignments to make their contractual quarterly course load as defined in Appendix A.
  - 1.1.2. After full-time tenured and probationary faculty receive their class assignments, full-time temporary faculty will receive their class assignments to make their contractual quarterly load.
  - 1.1.3. After contractual full-time course loads are assigned, full-time faculty may be awarded any Moonlight class(es) requested. Moonlight is defined as class(es) and/or credits in addition to standard required load.
  - 1.1.4. After full-time faculty have received class assignments, Affiliate faculty will be offered class(es) and have the right of first (1st) refusal by seniority for classes they are qualified to teach.
    - 1.1.4.1. Seniority for Affiliate faculty will be determined based on the date of the first (1st) Affiliate contract. In the case of a tie, the Affiliate's hire date will determine seniority.
    - 1.1.4.2. If necessary, an Affiliate may bump a full-time faculty from a Moonlight or Non-Affiliate adjunct assignment to achieve an average annual load of fifty percent (50%) in order to maintain benefits.
- 1.2. After Affiliates have been assigned class(es), non-Affiliate adjunct faculty will receive class assignments based on their seniority and/or qualifications.
  - 1.2.1. Seniority will be determined by the date when each course was first (1st) taught.
- 1.3. Should a course become available after student registration has begun, qualifying faculty will be offered the class assignment in the following order: Full-time faculty as part of load, Affiliate, Moonlight, Non-Affiliate adjunct.
- 1.4. If requested, the Dean or Associate Dean will meet with a faculty member who is not offered a class assignment to discuss the decision.

### **Section 2.** Affiliate and Non-Affiliate Adjunct Appointments

- 2.1. In making Affiliate and Non-Affiliate adjunct class assignments, in addition to considerations in Section 1, the supervising Dean shall also take into consideration prior course and administrative evaluations and the best interests of the students and the Employer. Should a supervising Dean feel it necessary to forgo assignment based on seniority and/or qualifications, the Employer will provide written rationale to the impacted faculty member with copy to the Association.
- 2.2. The College will exhaust all reasonable means to offer class assignments and provide written notice to Affiliate and Non-Affiliate adjunct faculty at least one (1) week prior to student registration for that quarter. Faculty will have up to forty-eight (48) hours to accept the offer.

When the forty-eight (48) hour period encompasses the weekend or a holiday, faculty will have until Noon on the next business day to accept the offer. Should the offer not be accepted, the course may be offered to another faculty member using the same process.

**Section 3. Assignment.**

Within the limitations and guidelines recommended below, the assignment of equitable loads for all full-time faculty members is the responsibility of the appropriate Dean.

**Section 4. Basic Standard.**

Basic standard for teaching faculty with which the variables are measured shall be actual class contact hours that would be required during the regular academic year, whether spent in theory (lecture), guided practice (lab) or field-based experience. The number of contact hours for a course is unchanged regardless of the number of days or weeks in a quarter, the delivery modality, and enrollment. The final is considered part of the class.

**Section 5. Variations in Annual Loads.**

The factors considered by Deans in assigning annual full-time loads include class size, number of preparations, development of new courses, evening and off-campus classes, academic advisory assignments, counseling assignments, Library/E-Learning assignments, types of classes, supplemental modes of instruction, and availability of teaching assistants. If the faculty's teaching load exceeds the standard (as defined in Section 6), the faculty must present a written claim for consideration of relief or remuneration to the appropriate Dean. A written response will be delivered within ten (10) working days and the Association will be notified of the outcome of the claim.

**Section 6. Standard Teaching Load.**

The full-time load shall be computed on an annual basis. For teaching credit-bearing classes, load will be fifteen (15) contact hours per week during the class schedule, forty-five (45) for the year, with the following exceptions:

Discipline	Annualized Contact Hours
Art Studio/Lab	54
Basic Studies (ABE/ESOL/GED/HS+)	60
Business Technology	48
Computer Information Systems	45
Cosmetology	75
Culinary Arts Institute/Hospitality Management	85
Digital Media Arts	50
Dramatic Arts Lecture/Lab	54
Electronics	48
Nursing Asst.	51
Industrial Trades Technology	48
Intensive English	48
Manufacturing	75
Medical Assisting	48
Music Lecture/Lab	51

Nursing	46
Parent Education Co-op	65
Physical Education	50
Physical Therapy Assistant	48
Practical Nursing	46
Technical Design	48
Welding	75

**Section 7. Standard Non-Teaching Load.**

A full-time load for non-teaching academic employees will be thirty-five (35) hours per week on Employer assignments. Like other academic employees, non-teaching academic employees will work during such periods as their duties require. While the Employer will consult with the employees as much as possible, the ultimate calendar will be set by the Dean to assure appropriate service to students.

**Section 8. Minimum Enrollment Requirement (MER) and Supplemental Instruction.**

- 8.1. The minimum enrollment for courses or disciplines may be influenced by a number of different factors, including but not limited to economic conditions, changes in infrastructure (rooms), changes in program structure, and availability of qualified instructor(s). The reference for appropriate enrollments will be the statewide Student/Faculty ratio published each year by the SBCTC.
- 8.2. The instructional Dean will consult with the faculty in each discipline to determine which classes will run with lower-than-normal enrollment. Likewise, there may be circumstances in which it is desirable to have enrollments in certain courses higher than normal to accommodate student need. If there is significant number of low enrolled courses in the discipline, having several courses with greater than normal enrollments will greatly facilitate meeting the state average Student: Faculty ratio for the discipline for the year. The Dean will consult with the discipline faculty to ensure the number of under enrolled courses will be balanced with over enrolled classes to allow the discipline to approximate the statewide Student: Faculty ratio for the discipline for the year.
- 8.3. Any class that does not meet the minimum enrollment requirement (hereafter referred to as MER) upon notification of the faculty member by the Division Dean may be cancelled by the Dean. Such notification must be in writing and provided in a timely manner, but no later than the scheduled start of that course. Alternatives to class cancellation available upon mutual agreement by the Division Dean and the faculty member are:
  - 8.3.1. Pay for the class at the supplemental mode (pay by enrollment) as defined in section 8.2 or
  - 8.3.2. Count the class towards load, or
  - 8.3.3. Compensate for the class at the appropriate adjunct rate. Or
  - 8.3.4. Cluster the class with another or other classes to obtain a number sufficient to meet the MER.
  - 8.3.5. Classes not cancelled by their start, and which have not been subject to an agreement between the Dean and the faculty member, will be treated as a class for the purposes of

compensation. The method and amount of compensation will be determined before the start of the class.

- 8.4. Independent Study courses shall be taught under the supplemental mode (pay by enrollment) and will not be used as a part of the annual load and shall be paid as follows:

Annualized FTES produced x \$1,000 (one-thousand dollars).

- 8.5. Cooperative Education Supervision, Practicum Supervision, and Field Experience Supervision may be a part of load at the Dean's discretion or shall be computed as follows:

Annualized FTES produced x \$1,000 (one-thousand dollars).

- 8.6. Cooperative Apprentice Supervision shall be taught under the supplemental mode and compensated as follows:

Annualized FTES produced x \$1,000/3 (one-thousand dollars divided by three).

- 8.7. Payment for classes paid at the supplemental rate will be made at the end of the quarter for full-time faculty and administrative staff, and when enrollment can be determined for adjunct faculty.

## **Section 9. Load and Overload**

- 9.1. Class capacity for online, hybrid, or other web-enhanced courses will be brought up to at least the equivalent face-to-face class.

9.1.1. It is recognized that course load for full-time faculty does not constitute the fulfillment of the entirety of their responsibility to the Employer and the campus community, nor the fulfillment of all essential and related duties. When distance courses are used to constitute the entirety of load it remains the case that members of the faculty will be expected to provide in-person participation in the College and community for the fulfillment of their various duties and to contribute to the culture and operation of the College community. This would include but not be limited to being physically present on campus for the purposes of advising of students, College governance, division planning, or discipline/program maintenance and development. Faculty not physically on campus to participate in these activities may have their contract decreased by up to twenty percent (20%) unless a specific plan to meet those responsibilities is agreed to by the Dean and Vice President for Instruction.

9.1.2. If, in the opinion of the faculty member's Dean, or discipline/program faculty, a wholly distance teaching load is detrimental to the interests of the Employer, the students, the division or discipline; then the Dean may place limits on the number of distance courses being used towards load by a given faculty member.

9.1.3. Disagreements between the Division Dean and the faculty member as to the appropriateness of the percentage of load accomplished through distance courses will be resolved by a committee appointed by the Employer and the Association consisting of two (2) administrators, one (1) of whom shall be the Division Dean, and three (3) faculty, not including the requester, at least one (1) of whom shall be a member of the discipline, or in cases of single-member disciplines, of the most closely related discipline(s) of the faculty

member in question. Final resolution of the agreement rests with the Vice President for Instruction, with written notice to the Association.

- 9.2. Assignments in excess of the maximum annual load shall be on a voluntary basis and shall be compensated at the appropriate adjunct rate.
- 9.3. Compensation for online, hybrid, or other modality courses will be determined in the same way as for any similar face-to-face class.
- 9.4. All academic employees shall be provided a copy of verifiable student enrollment figures and detailed student faculty ratio calculations on a quarterly and annual basis.
- 9.5. A copy of the tenth (10<sup>th</sup>) day enrollment figures for the entire College will be provided to the Association President quarterly as soon as the information becomes available.
- 9.6. Consistent with scheduling requirements, every reasonable effort will be made in the assignment of full-time academic employees to provide duplicate course sections when available.

#### **Section 10. Part-Time Employment.**

The Employer agrees to make available prior to the start of each quarter a listing of all part-time employment opportunities that shall include the class offerings and their respective times. In making such assignments, the Dean shall take into consideration the qualifications of the applicant and the best interests of the students and the Employer. Full-time employees filling such assignments as determined by the Dean shall be paid the appropriate adjunct rate for each contact hour beyond the annual load.

#### **Section 11. Assignment of Evening Classes.**

Evening classes after 4:30 p.m. shall be assigned as part of a full-time academic employee's workload only when such assignment is required to reach the maximum workload of the academic employee and no appropriate daytime assignment is available.

#### **Section 12. Substitute or Guest Lecture.**

Full-time faculty members shall not be required to substitute or guest lecture as part of their normal assignment. Payment for such activities shall be in accordance with the part-time rate of pay provided such activities are assigned and authorized in advance by the Vice President or designee.

#### **Section 13. Computing Excess Hours.**

In computing excess hours (above "hours worked per week") for overtime purposes for Library/E-Learning, Advising and Counseling faculty, contact hours will not be used, rather the employees will receive payment at the applicable part-time rate under the following conditions:

- 13.1. When the employee has an additional teaching assignment, and such assignment is approved by the appropriate Vice President.
- 13.2. When the employee is assigned excess hours which are beyond those customarily performed pursuant to Appendix A-4.

#### **Section 14. Coordinator Assignments.**

In the event the Employer fills a coordinator assignment with an academic employee, the following shall apply:

- 14.1. Assignments.
  - 14.1.1. 14.1.2 Academic employee appointments shall include a minimum of sixty percent (60%) teaching load or the equivalent thereof, per academic year;
  - 14.1.2. Academic employee coordination assignments may be extended during breaks by mutual agreement between employer and employee.
  - 14.1.3. Academic employees' contract shall specify the percentage of coordination duties.
  - 14.1.4. The coordination responsibilities shall be defined prior to contract execution.
  - 14.1.5. Any faculty position requiring a greater than forty percent (40%) release time needs to be agreed upon in a letter of understanding between the Employer and the Association.
  - 14.1.6. The percentage of release time shall not apply to Food Services/Culinary Arts Coordinator.
  
- 14.2. Compensation.
  - 14.2.1. Coordination responsibilities in excess of the regular number of contract days (i.e., summer session and breaks) shall be compensated at the academic employee's hourly rate.
  - 14.2.2. Coordination responsibilities are perceived as managerial and therefore no overtime is considered.
  
- 14.3. *Coordination Duties.* In addition to the responsibilities required of academic employees, coordinators report to and work with the Academic Administrator in the direction of one (1) (or more than one (1) academic or vocational program, for which the administrator is responsible, that requires coordination of daily programmatic operations outside of normal classroom functions. Duties may include:
  - 14.3.1. Plan, develop, operate, and evaluate program.
  - 14.3.2. Develop program-specific educational goals.
  - 14.3.3. Develop and maintain program budget.
  - 14.3.4. Recruit and orient adjunct faculty.
  - 14.3.5. Develop quarterly and annual schedules in collaboration with other faculty, other programs, and other sites.
  - 14.3.6. Advise students in program requirements and organize advising efforts of faculty in the program; approve applications for certification and degrees.
  - 14.3.7. Ensure that the program meets accreditation, certification, and/or licensure requirements.
  - 14.3.8. Complete reports, program evaluations and other documents as required by accrediting and government agencies.
  - 14.3.9. Develop and maintain close working relationships with local employers and agencies and initiate interagency contract agreements.
  - 14.3.10. Coordinate advisory committee activities.
  - 14.3.11. Listen to student complaints and problem solve regarding program activities and goals.
  - 14.3.12. Promote the program in the community.
  - 14.3.13. Monitor compliance with legal requirements relevant to the program.
  - 14.3.14. Supervise and evaluate classified staff and RSE staff.



**Section 15. Overloads.**

Hours worked by a faculty member in excess of her/his normal assignment may be compensated at the end of each quarter, if requested by the faculty and approved by the Academic Administrator after a review of the annual load projection. The faculty member may choose to exchange the excess hours worked in fall or winter quarter for an equivalent reduced load in a subsequent quarter of the same academic year, if approved by the Academic Administrator.

- 15.1. After a review of the annual load projection, in lieu of compensation, an academic employee who teaches excess hours during fall may request a reduced load for winter or spring quarter, or an academic employee who teaches excess hours during winter, may request a reduced load for spring quarter. This contract provision is not intended to mean release from office hours, committee assignments, or other responsibilities that are delineated in the academic employee job descriptions in Appendix A-4 of the working agreement.
- 15.2. The conditions under which a reduced load is approved, and approval from the Academic Administrator, must be in writing, signed by both the Academic Administrator and the academic employee, filed in the Office of Instruction and the Human Resource Office, and a copy provided to the academic employee.
- 15.3. Full-time members of the faculty may not work for more than one-hundred sixty-seven percent (167%) of their quarterly annualized load. Exceptions to the one-hundred sixty-seven percent (167%) limit must be agreed to by the respective Dean and the Vice President for Instruction when the needs of the Employer, students, or program warrant. The Vice President for Instruction will provide quarterly notification to the Association when exceptions occur. When faculty teach more than one-hundred sixty-seven percent (167%) of load, the Dean shall require student evaluations be completed for all courses taught by that faculty member in the respective quarters (where they may not normally be required). Full-time faculty may not exceed one-hundred sixty-seven percent (167%) by “bumping” adjunct faculty. Faculty teaching more than one-hundred sixty-seven percent (167%) load must provide verification to their Dean that related duties are being accomplished.

**Section 16. Phased Retirement.**

A reduced load, with the intent of phased retirement, will be considered when requested by a faculty member. The request must be made by January tenth (10<sup>th</sup>) for the following academic year. The request shall include a notice of intent to retire and a planned retirement date. The needs of the Employer, program, and students will be taken into account when considering such a request. If authorized, the reduced load will not exceed two academic years. The Association will be notified when such a request is approved.

## APPENDIX A-4 Academic Employee Responsibilities

### **Section 1.** Related Workload Standards.

- 1.1. Essential responsibilities are considered the task of every faculty member and in general take precedence over related responsibilities. Exceptions to this expectation may occur based on the unique situation, responsibilities, program, or needs of the discipline as agreed upon by the faculty and supervising Dean. Faculty shall meet with the Dean, either individually or in discipline groups as needed to determine how each faculty member will contribute to the related responsibilities. Faculty are not expected to undertake all the related responsibilities and those that are undertaken can be changed by agreement of the faculty member and the Dean.
- 1.2. Full-time teaching faculty shall be available to students for five (5) office hours per week. Some of these may include presence on-line, by email, by phone or by providing individual appointments but may not exceed eighty percent (80%) of a faculty member's office hour responsibility. Faculty shall provide to the division hours of availability as early in the quarter as possible, but no later than the end of the first (1<sup>st</sup>) week. The division office shall be responsible for communicating faculty office hours to students.
- 1.3. In the event that a faculty member and a Dean cannot agree on the faculty member's choices of related responsibilities, office hours, or performance of any of the contractual duties, a Dean or a faculty member may appeal to a review committee. The committee shall consist of three (3) faculty: two (2) from the member's division, one (1) from another division, and two (2) administrators all of whom are appointed by the Association President and the Vice President for Instruction or Student Services. The committee shall make a recommendation to the faculty member and his or her Dean within three (3) academic weeks. The committee shall review the expectations and/or performance of those expectations and make a recommendation to the faculty and his or her Dean. Should the committee fail to come to a consensus, or should the committee's recommendation fail to be implemented or should one party refuse to accept the recommendation, then the matter should be referred to the appropriate Vice President for resolution.

### **Section 2.** Teaching Academic Employees.

- 2.1. Essential Responsibilities.
  - 2.1.1. Provide quality teaching including related preparation and grading.
  - 2.1.2. Provide class syllabi to students enrolled in classes and to the division office as requested.
  - 2.1.3. Teach assigned courses in appropriate disciplines in accordance with the College catalog, schedule of classes, course outlines, course syllabi, and any departmental guidelines.
  - 2.1.4. Maintain accurate records of students and complete forms as required.
  - 2.1.5. Maintain office hours.
  - 2.1.6. Participate in all-faculty, division, and discipline meetings.
  - 2.1.7. Participate in required accreditation, program evaluation, assessment, and documentation of student learning.
- 2.2. Related Responsibilities.

- 2.2.1. Complete course outline forms.
  - 2.2.2. Develop and update curriculum.
  - 2.2.3. Participate in discipline and/or subject and/or division planning, including annual and quarterly schedule development.
  - 2.2.4. Serve on department, division, and College committees.
  - 2.2.5. Participate in campus governance.
  - 2.2.6. Engage in professional development activities.
  - 2.2.7. Participate in academic, professional, or regional communities.
  - 2.2.8. Research or publish in an academic field.
  - 2.2.9. Evaluate adjunct faculty within the appropriate field.
  - 2.2.10. Direct adjunct faculty within the appropriate field.
  - 2.2.11. Participate in College outreach.
- 2.3. Discipline Essential Responsibilities
- 2.3.1. Advise students

### **Section 3. Section 3. Counseling Academic Employees.**

- 3.1. Essential Responsibilities.
- 3.1.1. Provide direct services to new, returning, and continuing students, including personal counseling, crisis intervention, career counseling, group counseling, high school completion, and academic advising, and referral to College and community resources for student success/ retention, and behavioral health services.
  - 3.1.2. Intervene and provide guidance for students placed on academic probation or suspension and students who are experiencing barriers to academic success.
  - 3.1.3. Provide faculty input for early alert programs and participate in College-wide student retention/success programs and activities.
  - 3.1.4. Serve as a resource to faculty regarding student issues that impact academic success.
  - 3.1.5. Serve as liaison to instructional divisions and the community in providing counseling/retention-related services.
  - 3.1.6. Serve as Behavioral Intervention Team (BIT) member.
  - 3.1.7. Develop and facilitate workshops to enhance student success.
  - 3.1.8. Administer and interpret individual and group career and psychometric assessments.
  - 3.1.9. Evaluate student records and experiences. Maintain records of contacts with students and complete forms as required.
  - 3.1.10. Adhere to American Counseling Association (ACA) and State of Washington ethical and legal standards.
  - 3.1.11. Participate in faculty development and governance activities.
  - 3.1.12. Participate in department and College-wide committees, projects, and governance.
  - 3.1.13. Perform other related duties as assigned and/or required.
  - 3.1.14. Accept student referrals from faculty and administrators and to refer students to other agencies when appropriate.
  - 3.1.15. Work with community agencies, schools, civic groups, and individuals in meeting student needs.
- 3.2. Related Responsibilities.
- 3.2.1. Maintain Counseling Services web pages.
  - 3.2.2. Engage in professional development activities.

- 3.2.3. Participate in academic, professional, or regional communities.
- 3.2.4. Research or publish in an academic field.
- 3.2.5. Participate in College outreach.
- 3.2.6. Assist student in navigating College and/or departmental policies, procedures, and expectations, including admissions, registration, transfer, withdraw, schedule changes, interpreting individual placement assessment, and choosing an appropriate course load.

#### **Section 4. Library Academic Employees.**

- 4.1. Essential Responsibilities.
  - 4.1.1. Provide research assistance and individual instruction in the use of the library's services and resources.
  - 4.1.2. Develop and teach general and discipline-specific orientations and workshops.
  - 4.1.3. Design, implement, and assess the library's information literacy instruction program and services.
  - 4.1.4. Work with teaching faculty to integrate information literacy into curriculum and programs.
  - 4.1.5. Develop library research and subject guides and other instructional materials.
  - 4.1.6. In consultation with teaching faculty, develop, maintain, and promote the library's collections in a variety of formats to support the curriculum.
  - 4.1.7. Participate in all-faculty, division, and discipline meetings.
  - 4.1.8. Participate in discipline and/or subject and/or division planning.
- 4.2. Related Responsibilities.
  - 4.2.1. Develop and teach credit-bearing research/information literacy courses.
  - 4.2.2. Manage online systems, resources, collections, and services.
  - 4.2.3. Evaluate and recommend new online resources, services, and collections.
  - 4.2.4. Perform original and adaptive cataloging in a variety of subjects and formats.
  - 4.2.5. Evaluate adjunct faculty within appropriate field.
  - 4.2.6. Direct adjunct faculty within the appropriate field.
  - 4.2.7. Participate in campus governance.
  - 4.2.8. Engage in professional development activities.
  - 4.2.9. Participate in academic, professional, or regional communities.
  - 4.2.10. Research or publish in an academic field.
  - 4.2.11. Participate in College outreach.

#### **Section 5. E-Learning Academic Employees.**

- 5.1. Essential Responsibilities.
  - 5.1.1. Assist faculty with the design and delivery of instruction and materials in fully online hybrid, interactive television, telecourses, and future modes of distance delivery.
  - 5.1.2. Assist faculty in the design, use, and support of educational technology.
  - 5.1.3. Provide professional development and ongoing support for faculty in the use of college-administrated educational technology and delivery of online instruction.
  - 5.1.4. Provide orientation, general assistance, and training for students and staff in the use of college-administrated educational technology to foster proficiency in online learning.

- 5.1.5. Promote the effective use of educational technology and quality course design and delivery in all learning environments.
- 5.1.6. Participate in long-range planning for distance learning and other educational technology applications.
- 5.1.7. Develop instructional policies related to distance learning.
- 5.1.8. Participate in all-faculty, division, and discipline meetings.
- 5.1.9. Collaborate with other College departments and staff in support of distance learning and educational technology goals.
- 5.1.10. Participate in required accreditation, program evaluation, assessment, and documentation of student learning.
- 5.2. Related Responsibilities.
  - 5.2.1. Evaluate adjunct faculty within appropriate field.
  - 5.2.2. Recommend the selection, of, supervise, and evaluate the work activities of student employees as assigned.
  - 5.2.3. Serve on department, division, and College committees.
  - 5.2.4. Participate in campus governance.
  - 5.2.5. Engage in professional development activities.
  - 5.2.6. Participate in academic, professional, or regional communities.
  - 5.2.7. Research or public in an academic field.

## **Section 6. Academic Advising Employees.**

- 6.1. Essential Responsibilities.
  - 6.1.1. Facilitate the vocational and educational decision-making of students.
  - 6.1.2. Assist students with admissions, registration, transfer, withdrawal, schedule changes, and advising.
  - 6.1.3. Provide group instruction to students as appropriate.
  - 6.1.4. Evaluate and interpret individual placement assessments.
  - 6.1.5. Refer to Counseling staff for crisis intervention to students in need.
  - 6.1.6. Provide current vocational and educational information for career planning and for future educational experiences.
  - 6.1.7. Evaluate student records and experiences.
  - 6.1.8. Refer to Counseling staff for individual and group counseling on a range of career, academic and personal growth topics.
  - 6.1.9. Accept student referrals from faculty and administrators and refer students to other agencies when appropriate.
  - 6.1.10. Maintain records of contacts with students and complete forms as required.
  - 6.1.11. Work with community agencies, schools, civic groups, and individuals in meeting vocational and educational needs of students.
  - 6.1.12. Serve as liaisons to instructional divisions regarding advising-related services.
  - 6.1.13. Provide reports of contact data quarterly and annually.
  - 6.1.14. Participate in all-faculty, division, and discipline meetings.
  - 6.1.15. Refer students to meet with assigned faculty advisors.
  - 6.1.16. Through individual and group methods, advise students and assist them in the development of their educational plan as it relates to achieving their educational and career goals.

- 6.1.17. Develop, implement, coordinate, and manage strategies within the advising program that lead to improved student retention rates.
  - 6.1.18. Advise students in navigating College processes including interpreting institutional and/or departmental policies and procedures, understanding degree and program requirements, and choosing an appropriate course load.
  - 6.1.19. Develop, maintain, and update advising materials, including website and electronic formats.
- 6.2. Related Responsibilities.
- 6.2.1. Serve on department, division, and College committees.
  - 6.2.2. Participate in campus governance.
  - 6.2.3. Engage in professional development activities.
  - 6.2.4. Participate in academic, professional, or regional communities.
  - 6.2.5. Research or publish in an academic field.
  - 6.2.6. Participate in College outreach.

## **Section 7. Advising Academic Employees – Nursing.**

### *7.1. Essential Responsibilities.*

- 7.1.1. Facilitate the vocational and educational decision-making of students.
- 7.1.2. Assist students with admissions, registration, transfer, withdrawal, schedule changes, and advising.
- 7.1.3. Provide group instruction to students as appropriate.
- 7.1.4. Evaluate and interpret individual placement assessments.
- 7.1.5. Refer to Counseling staff for crisis intervention to students in need.
- 7.1.6. Provide current vocational and educational information for career planning and for future educational experiences.
- 7.1.7. Evaluate student records and experiences.
- 7.1.8. Refer to Counseling staff for individual and group counseling on a range of career, academic and personal growth topics.
- 7.1.9. Accept student referrals from faculty and administrators and refer students to other agencies when appropriate.
- 7.1.10. Maintain records of contacts with students and complete forms as required.
- 7.1.11. Work with community agencies, schools, civic groups, and individuals in meeting vocational and educational needs of students.
- 7.1.12. Serve as liaisons to instructional divisions regarding advising-related services.
- 7.1.13. Provide reports of contact data quarterly and annually.
- 7.1.14. Participate in all-faculty, division, and discipline meetings.
- 7.1.15. Refer students to meet with assigned faculty advisors.
- 7.1.16. Through individual and group methods, advise students and assist them in the development of their educational plan as it relates to achieving their educational and career goals.
- 7.1.17. Develop, implement, coordinate, and manage strategies within the advising program that lead to improved student retention rates.

- 7.1.18. Advise students in navigating College processes including interpreting institutional and/or departmental policies and procedures, understanding degree and program requirements, and choosing an appropriate course load.
  - 7.1.19. Develop, maintain, and update advising materials, including website and electronic formats.
  - 7.1.20. Develop, maintain, and coordinate recruiting activities for nursing programs.
  - 7.1.21. Provide clerical support for nursing including file maintenance, data entry, and production of correspondence.
  - 7.1.22. Manage nursing program data and reporting functions.
  - 7.1.23. Maintain current articulation agreements with other community colleges for the RN-BSN program.
  - 7.1.24. Facilitate resolution of student problems, facilitating dialogue with faculty as possible.
  - 7.1.25. Monitor and assist in developing the nursing registration process.
  - 7.1.26. Maintain written offerings of the nursing program including catalog and course listings in coordination with the nursing scheduling committee.
  - 7.1.27. Coordinate review of applicant files by faculty and make recommendations.
- 7.2. *Related Responsibilities.*
- 7.2.1. Serve on department, division, and College committees.
  - 7.2.2. Participate in campus governance.
  - 7.2.3. Engage in professional development activities.
  - 7.2.4. Participate in academic, professional, or regional communities.
  - 7.2.5. Research or publish in an academic field.
  - 7.2.6. Participate in College outreach.
  - 7.2.7. Plan, develop, and implement special events including new student orientation, nursing awards, and commencement.

## **Section 8. Adjunct Teaching Academic Employees.**

- 8.1. Responsibilities
  - 8.1.1. Provide quality teaching including related preparation and grading.
  - 8.1.2. Provide class syllabi to students enrolled in classes and to the division office as requested.
  - 8.1.3. Teach assigned courses in appropriate disciplines in accordance with College catalog, schedule of classes, course outlines, course syllabi, and any departmental guidelines.
  - 8.1.4. Maintain accurate records of students and complete forms as required.

## **Section 9. Adjunct Counseling Academic Employees.**

- 9.1. Responsibilities
  - 9.1.1. Provide direct services to a diverse student population to include personal counseling, crisis intervention, career counseling, group counseling, high school completion, and referral to College and community resources for student success and retention.
  - 9.1.2. Intervene and provide guidance for students placed on academic probation or suspension and students who are experiencing barriers to academic success.
  - 9.1.3. Serve as a resource to faculty regarding student issues that impact academic success.
  - 9.1.4. Develop and facilitate workshops to enhance student success.
  - 9.1.5. Administer and interpret individual and group career and psychometric assessments.

- 9.1.6. Evaluate student records and experiences.
- 9.1.7. Maintain records of contacts with students and complete forms as required.
- 9.1.8. Adhere to American Counseling Association (ACA) and State of Washington ethical and legal standards.
- 9.1.9. Accept student referrals from faculty and administrators and to refer students to other agencies when appropriate.
- 9.1.10. Work with community agencies, schools, civic groups, and individuals in meeting student needs.

**Section 10. Adjunct Library Academic Employees.**

- 10.1. Responsibilities
  - 10.1.1. Provide research assistance and individual instruction in the use of the library's services and resources.
  - 10.1.2. Develop and teach general and discipline-specific orientations and workshops.
  - 10.1.3. Work with teaching faculty to integrate information literacy into curriculum and programs.
  - 10.1.4. Implement and assess the library's information literacy into curriculum and program and services.
  - 10.1.5. Develop library research and subject guides and other instructional materials.
  - 10.1.6. In consultation with teaching faculty, develop, maintain, and promote the library's collections in a variety of formats to support the curriculum.
  - 10.1.7. Perform other related professional duties as requested or assigned by the full-time Library Academic Employees or the appropriate Academic Administrator.
  - 10.1.8. Participate in discipline and/or subject and/or division planning.

**Section 11. Adjunct E-Learning Academic Employees.**

- 11.1. Responsibilities
  - 11.1.1. Assist faculty with the design and delivery of instruction and materials in fully online, hybrid, hyflex, and/or web enhanced modalities.
  - 11.1.2. Provide professional development opportunities to faculty to promote the effective use of technology in all learning environments.
  - 11.1.3. Participate in Center for Learning Innovation (CLI) department meetings and assist other CLI members in support of College, division, and department online learning goals.
  - 11.1.4. Provide students with orientation and ongoing support in using the current LMS adopted by the College.



## APPENDIX A-5 Part-Time Faculty and Full-Time Temporary Provisions

### **Section 1.** Introduction

- 1.1. The Employer recognizes the contributions of long-term part-time (adjunct) faculty and the need for a stable workforce. To the extent practical and in accordance with the provisions of this Agreement, the Employer will provide assurances of continued employment for the purposes of continued benefits, regular pay schedule, and scheduling priority to selected adjunct faculty using Affiliate Appointments.

### **Section 2.** Affiliate Appointments

- 2.1. The Employer will make a good faith effort to issue Affiliate Appointments to a minimum of fifty percent (50%) of all eligible part-time academic employees who apply for an Affiliate Appointment in accordance with this Agreement. Application and determination of Annual Appointments for affiliate faculty will be conducted as follows:
  - 2.1.1. Part-time teaching faculty may apply for consideration of an Affiliate Appointment if they have satisfactorily taught at least six (6) quarters at Olympic College over the last three (3) or more years (including summer), or the equivalent for non-teaching faculty.
  - 2.1.2. The Employer will notify adjunct faculty of affiliate application opening by the first working day in February and begin to accept applications at this time. Affiliate applications for the subsequent academic year will be due by the last working day in February.
    - 2.1.2.1. The Employer will notify the Association of the total number of part-time faculty who applied for an Affiliate Appointment within the first ten (10) business days in March.
  - 2.1.3. Each Division Dean will recommend part-time faculty for Affiliate Appointments by the last business day in March after considering factors such as numbers of appointments available to each department, full-time faculty recommendations, evaluations, prior contract fulfillment, length of service to the College, enrollment in classes taught by the faculty member and other considerations benefiting the instructional program.
    - 2.1.3.1. The Employer will supply a list of those faculty selected for Affiliate Appointment within the first (10) working days of the spring quarter to the Association as well as written justification if the fifty percent (50%) appointment threshold has not been met.
  - 2.1.4. Affiliate Appointments will be offered to selected adjunct faculty for the following academic year within the first ten (10) working days of spring quarter. No later than this date, a Letter of Appointment indicating Affiliate status will be emailed (via OC e-mail

address) to those faculty.

2.1.4.1. The Employer shall include in the appointment letter, at a minimum, a reference to this Appendix, the discipline(s) of the faculty, the academic year, and the name and contact of the supervising dean, and signature of the appropriate Dean or Associate Dean.

2.1.4.2. Faculty appointed to affiliate status may request a list of classes that the Affiliate Faculty is qualified for and may teach in the academic year as well as a tentative year-long course assignment per quarter.

2.1.4.3. If requested, the Division Dean will meet with a faculty member who applied for but was not offered an appointment to discuss the factors that lead to that decision.

2.2. Affiliate Appointment Terms will include the following:

2.2.1. Appointment to affiliate status begins at the start of the academic year fall quarter and expires at the end of each academic year. Affiliate appointments contain no promise of renewal or employment beyond that academic year.

2.2.2. Appointments are made for fall, winter, and spring. In limited circumstances, the appointment may include summer and start in summer quarter.

2.2.3. The annual Affiliate Appointment will be fulfilled by issuing quarterly Adjunct contracts for the Affiliate faculty. During the term of an annual Affiliate Appointment, the Employer will exhaust all reasonable means to make a good faith effort to Affiliate faculty member will be assured issue assignments sufficient to maintain at least fifty percent (50%) of standard discipline(s) load on average during the academic year in order to maintain benefit status.

2.2.3.1. Should assignments lead to under fifty percent (50%) of overall annual load, the Employer must notify the Association at the time assignments are made.

2.3. The supervising dean may request affiliate faculty to provide a weekly scheduled office hour (one (1) hour per week for ten (10) weeks of each quarter) or perform other professional duties.

2.3.1. Affiliate faculty requested to provide office hours or perform other professional duties will be compensated at the professional rate. Fulfillment of additional duties will be documented quarterly.

2.4. An Affiliate Appointment is not in and of itself an offer of future employment, representation of economic conditions related to future employment or a noncontingent employment agreement.

2.4.1. Affiliate faculty will be paid on the same pay dates as the full-time faculty.

2.4.2. Classes assigned to Affiliate adjunct faculty are subject to bumping by full-time faculty (FTF) only when necessary to fulfill a FTF contract load. When a class is canceled or the Affiliate faculty is bumped by a full-time faculty member, they may bump a non-Affiliate adjunct faculty, be reassigned, or choose to reduce the quarterly contract.

### **Section 3. Cancellation of Appointment.**

3.1. Cancellation of an Affiliate Appointment is not termination of employment except in cases of just cause termination or written resignation from the Affiliate. Prior to canceling an Affiliate Appointment, the Employer shall provide the Affiliate, at minimum ten (10) business days notice via e-mail, except in cases of just cause termination. In the cancellation notice the Employer shall provide the reasons for cancellation of appointment. Reasons provided in the notice for appointment cancellation may include but are not limited to insufficient funding, or unavoidable program changes.

### **Section 4. Professional Development**

4.1. Affiliate faculty have priority access to professional development funds set aside for part-time faculty.

### **Section 5. Full-time Openings**

5.1. Human resources will post all full-time openings on the College website. Part-time faculty on the Affiliate list for that discipline will receive individual notice of full-time openings as they occur.

### **Section 6. Class Cancellation Fee.**

6.1. The Employer will pay a class cancellation fee, equal to ten percent (10%) of the class salary, to an adjunct faculty member whose course is cancelled within Monday through Friday of the week preceding the week when classes begin or after the start of the class.

6.2. In the case an adjunct faculty member is displaced from a class by another faculty member within the time limits defined above, a cancellation fee will be paid unless the adjunct faculty member is given a replacement class.

### **Section 7. Full-Time Temporary Faculty**

7.1. It is understood that the purpose of hiring full-time temporary faculty is to:

7.1.1. Temporarily substitute for a full-time faculty member who is on leave, resigned, is retiring within one (1) academic year, and/or

- 7.1.2. Provide additional instructional support when no other part-time faculty are available to teach courses and there is justification to provide courses.
- 7.2. An academic employee may be hired under full-time temporary status on a yearly basis for no more than two (2) consecutive academic calendar years.
- 7.3. An academic employee may be hired under full-time temporary status on a quarterly basis for no more than six (6) quarters in three (3) consecutive academic calendar years.
- 7.4. All faculty hired on a full-time temporary contact will be placed on the current Salary Schedule based on guidelines in Appendix A-1.
- 7.5. Academic employees hired under a full-time temporary status on a yearly basis are required to perform essential and related duties and follow procedures for assuming those duties per Appendix A-4, Section 1. Related Workload Standards.
- 7.6. Academic employees hired under full-time temporary status on quarterly basis are required to perform essential duties as well as related duties as part of their standard contract as specified in this section and follow procedures for assuming those duties per Appendix A-4, Section 1. Related Workload Standards.
- 7.6.1. Related duties for full-time faculty hired on a quarterly basis may include:
- 7.6.1.1. Develop and update curriculum.
  - 7.6.1.2. Engage in professional development activities.
  - 7.6.1.3. Participate in College outreach.
  - 7.6.1.4. Other duties as mutually agreed.
- 7.6.2. A full-time temporary faculty member may choose not to participate in related duties and will have their contract decreased by twenty percent (20%) unless a specific plan to meet other responsibilities is agreed to by the Dean and Vice President for Instruction.
- 7.7. The evaluation of full-time temporary faculty yearly appointments will include:
- 7.7.1. One (1) or more peer evaluations annually,
  - 7.7.2. One (1) supervisor evaluation annually, and
  - 7.7.3. Student evaluations of all courses each quarter.
- 7.8. The evaluation of full-time temporary faculty quarterly appointments will include:
- 7.8.1. One (1) peer evaluation or one (1) supervisor evaluation per quarter,
    - 7.8.1.1. If the quarterly appointed faculty member has been evaluated at least once in the academic year, additional peer evaluations and/or supervisor evaluations are

optional.

7.8.2. Student evaluations of all courses each quarter.

## APPENDIX B Procedure for Granting Tenure

### **Section 1.** Authority.

The parties understand that the authority to grant or deny tenure is vested with the Board of Trustees by RCW 28B.50.850 through RCW 28B.50.869, as now in existence or hereinafter modified, subject to the terms of this Appendix. It is further agreed that the committee review process and any and all recommendations and decisions relating to the awarding or withholding of tenure, or the renewal or non-renewal of probationary academic employees shall not be subject to the grievance procedure of this agreement. A probationary faculty member must report alleged violations of the tenure review process to the designated Tenure Process Facilitator but may not protest such alleged violations through the grievance procedure of this agreement.

### **Section 2.** Probationary Period.

The probationary period shall not exceed nine (9) consecutive college quarters, excluding summer session and approved leaves of absence; provided, that tenure may be awarded at any time as may be determined by the Board of Trustees after it has given reasonable consideration to the recommendations of the Tenure Review Committee. Upon formal recommendation of the Tenure Review Committee and with the written consent of the probationary academic employee, the Board of Trustees may extend the probationary period for one ((1), two (2), or three (3) quarters, excluding summer session, beyond the maximum probationary period established herein. No such extension shall be made, however, unless the Tenure Review Committee's recommendation is based on its belief that the probationary academic employee needs additional time to complete a professional improvement plan (as specified in APPENDIX B Section 4.2 as the professional development plan) already in progress and in the committee's further belief that the probationary academic employee will complete the professional improvement plan satisfactorily. At the conclusion of any such extension, the appointing authority may award tenure unless the probationary academic employee has, in the judgment of the committee, failed to complete the professional improvement plan satisfactorily.

### **Section 3.** Tenure Review.

**3.1 Tenure Review Committee Composition.** Each tenure review committee shall be composed of five (5) members. Three tenured academic employees on each review committee shall be elected by a majority ballots cast in a vote of full-time faculty. Two (2) academic employees shall be from the probationer's division. One (1) academic employee shall be from outside the probationer's division. At least one (1) of the academic employees must be a teaching academic employee. A student representative shall be appointed by the President of the student government of Olympic College. The student representative to a tenure committee cannot be enrolled in a program where the student has frequent in-class interactions with the tenure-track faculty member. The fifth member shall be the Academic Administrator directly responsible for the area to which the probationer is assigned. The committee shall be co- chaired by a faculty member elected by the committee and the Academic Administrator. The faculty member shall be responsible for evaluative matters while the administrator shall be responsible for the process including maintenance of the documents involved.

**3.1.1** In the event a tenure committee cannot be created according to the above, the Vice President for Instruction, in consultation with the Association, may propose alternate appointments.

- 3.2 All academic employees joining new tenure committees shall have completed Employer- provided Tenure Committee training within the past three (3) years. Training will be updated in partnership with the Association.
- 3.3 The Vice President for Instruction or Vice President for Student Services shall be responsible for the establishment of each Tenure Review Committee that shall normally begin functioning no later than four (4) weeks after the day that the probationer has begun academic employee duties.
- 3.4 If a vacancy occurs among academic employees during the terms of service of the Tenure Review Committee members, the Vice President for Instruction or Vice President for Student Services will call a special election within two (2) weeks to fill that position.
- 3.5 Tenure Review Committee members shall recuse themselves or may be removed by majority vote of the committee members from proceedings in which their objectivity may be compromised. An academic employee or student member shall then be replaced under the rules of the original selection procedures. An Academic Administrator shall be replaced by appointment of the Vice President for Instruction.
- 3.6 The Tenure Review Committee members shall be responsible for the continuing evaluation of the individual probationer until the probationer is either granted tenure or until the probationer is no longer employed as an academic employee at Olympic College.
- 3.7 Tenure Committees formed prior to the implementation of this agreement shall continue as established.

#### **Section 4.** Evaluation by the Tenure Review Committee

- 4.1 The evaluation of an academic employee holding a probationary faculty appointment under these rules and regulations shall be directed toward supporting and encouraging the probationary academic employee and improving that employee's effectiveness in the academic employee appointment.
- 4.2 The probationary academic employee shall submit to the Tenure Review Committee a professional development plan during the first quarter of employment. The probationary academic employee and the Tenure Review Committee shall mutually agree upon the professional development plan. The plan shall reflect the focus of the employee's activities in performing the duties of Teaching Faculty, Counseling Faculty, Learning Resources Faculty, or Advising Faculty as outlined in Appendix A-4. The probationary academic employee and the Committee Chair, on behalf of the Committee, shall sign the professional development plan. The probationer shall provide a written self-evaluation in the third (3<sup>rd</sup>), fifth (5<sup>th</sup>), and seventh (7<sup>th</sup>) quarters of employment. These evaluations shall include assessments of the degree to which objectives of the plan have been met and of the probationer's growth or learning during the time period under consideration. As part of this evaluation, the probationary academic employee may comment on related activities and accomplishments not addressed in the professional development plan. A probationary academic employee whose probationary period has been extended beyond nine quarters shall be required to

submit an additional written self-evaluation by a date designated by the Tenure Review Committee taking into consideration the recommendation schedule in Section 4.11.

- 4.3 Probationary academic employees shall use a student evaluation process as recommended by a faculty committee and approved by the Vice President for Instruction in all courses taught each quarter. Probationary Counseling, Advising, and Library/eLearning academic employees shall use an evaluation process appropriate to their assignments that may include a student evaluation process. All data, data summaries, and/or commentaries related to the evaluation process shall be recorded in the probationer's Evaluation File and made available for examination by the probationary academic employee and members of the Tenure Review Committee. The probationary academic employee shall write a summary of the results each quarter and submit it to the Tenure Review Committee for inclusion in the probationer's Tenure File.
- 4.4 The Tenure Review Committee, in concert with the probationary academic employee, shall schedule class or workshop observations and/or evaluations. Any member of a probationer's Tenure Review Committee may serve as a class or workshop observer. However, all class or workshop evaluations must be performed by peers designated by the Tenure Review Committee. These peers must have teaching experience or subject-matter expertise in the probationer's subject area. The qualified peer who serves as a class or workshop evaluator need not be a member of the probationary academic employee's Tenure Review Committee. Prior to each occurrence of an observation or evaluation, content and strategies shall be discussed and agreed upon by the evaluator or observer and the probationary academic employee. If requested by the probationary academic employee, the agreement on content and strategies for observations or evaluations shall be in writing and signed by the evaluator or observer, by the probationary academic employee and by the Tenure Review Committee Chair. A summary of each observation and/or evaluation shall be included in the probationary academic employee's Tenure File.
- 4.5 The Tenure Review Committee shall consider:
  - 4.5.1 Self-evaluation by the probationer,
  - 4.5.2 Peer evaluation,
  - 4.5.3 First-hand evaluation by the Academic Administrator,
  - 4.5.4 Summaries of the evaluation process (referenced in Section 4) submitted by the probationer,
  - 4.5.5 Class or workshop observations by members of the committee; and
  - 4.5.6 Class or workshop evaluation by qualified peers. The meeting minutes shall reflect a summary of each item discussed, noting any disagreements. Notations or remarks may not be made on the original data and/or commentaries of the evaluation process and additional analysis and/or copy may not be included in the Evaluation File.
- 4.6 Written minutes of each Tenure Review Committee meeting shall be kept and distributed to all members of the Tenure Review Committee for corrections and approval before being included in the probationer's tenure file. Minutes should go into some detail regarding the specifics of activities and/or behaviors discussed during the meeting and any directions set. Any discussions or disagreements especially should be comprehensively documented. The Academic Administrator shall be responsible for staffing to record and write the minutes of the meeting unless the Tenure Review Committee agrees otherwise.



- 4.7 The evaluation process shall include at least one (1) formal meeting each quarter while the academic employee is working under a probationary contract. Additional meetings may be scheduled upon the request of the probationer or any committee member.
- 4.8 At the conclusion of the probationer's third (3<sup>rd</sup>), fifth (5<sup>th</sup>), and seventh (7<sup>th</sup>) quarters of employment, the Tenure Review Committee shall write an evaluation of the probationary academic employee. Prior to submitting the committee evaluation into the probationer's Tenure File, the Tenure Review Committee shall meet with the probationary academic employee to clarify the evaluation and to discuss differences of interpretation evident in any documents in the Tenure File. When finalized, the Tenure Review Committee Evaluation shall be signed and dated by the Probationary Academic Employee and the entire Tenure Review Committee. The Tenure Review Committee's collective written evaluation shall include:
- 4.8.1 The extent to which personal and professional objectives, as set forth in the Probationary Academic Employee's Professional Development Plan, have been met.
  - 4.8.2 Reference to the Probationary Academic Employee's summaries of the evaluation process.
  - 4.8.3 Reference to participation by the probationer in relevant College and/or community activities outside the regular classroom, Advising and Counseling Center, or Library/eLearning duties.
  - 4.8.4 A statement regarding the potential of the probationary academic employee for future professional contributions to the College, and
  - 4.8.5 An overall performance evaluation that states clearly the committee's recommendation.
- 4.9 During the normal nine (9) quarter tenure period, if the Tenure Review Committee's evaluation recommends the continuation of the probationary period, the Tenure Review Committee may negotiate new goals with the probationer, to be reflected in a revision of the probationer's professional development plan. Any revised professional development plan shall be signed by the probationary academic employee and the Committee Chair on behalf of the Committee.
- 4.10 Probationary Extension: Professional Development Plan. If the Tenure Review Committee's evaluation leads to the Tenure Review Committee's recommendation for an extension of the probationary period beyond the standard maximum of nine (9) quarters, the probationary academic employee must revise the professional development plan and submit a new self-evaluation as referenced in Section 4.2 above. The probationary academic employee and the Committee Chair on behalf of the Committee shall sign the revised professional development plan. The revised plan must include reference to the following elements:
- 4.10.1 Major strengths of the probationary academic employee
  - 4.10.2 Specific knowledge, skills, and attitudes needed to improve job performance
  - 4.10.3 Specific changes needed in practices and procedures to improve job performance
  - 4.10.4 A timeline for achieving the needed changes
  - 4.10.5 Identification of resources needed to achieve the needed changes
  - 4.10.6 List of any evaluations to be performed during the extension period.
- 4.11 Probationary extension: Timeline. The Tenure Review Committee shall communicate to the probationer the timeline for the submission of the probationer's self-evaluation based on this revised plan and the reconciliation schedule in this paragraph. After submission of the self-evaluation, the Tenure Review Committee shall write an additional evaluation that conforms to the

guidelines given in Sections 4.8.1. through 4.8.5. Recommendations regarding the award of tenure or the non-renewal of employment for probationers in the extension period should be made by the Tenure Review Committee no later than thirty (30) days prior to the second (2<sup>nd</sup>) board meeting of the final extended quarter.

## **Section 5. Tenure Review Committee Duties and Responsibilities**

- 5.1 The Tenure Review Committee shall provide continuing support and evaluation of each probationer. It shall periodically advise the probationer in writing of the probationer's progress and receive the probationer's written acknowledgment thereof. The committee shall make recommendations to the Board of Trustees as to whether tenure should or should not be granted to individual probationers according to the provisions of this Appendix.
- 5.2 The Tenure Review Committee chair shall be responsible for maintaining all reports and related documents developed for and/or submitted during the review process until this process is completed for each probationer. Materials used to support recommendations for tenure shall be kept in chronological order in a file referred to as the Tenure File. The Probationer Tenure and Evaluation File will be kept electronically in an online repository which will be accessible only to those on the Tenure Review Committee, Tenure Facilitator, the appropriate Vice President, and identified support staff.
- 5.3 The Tenure File shall include:
  - 5.3.1 All meeting agendas,
  - 5.3.2 All minutes of meetings,
  - 5.3.3 All support documentation required by Section 4.5.
  - 5.3.4 Any non-required documentation referenced in the meeting minutes which the probationer or committee member wish to include, and
  - 5.3.5 The Tenure Review Committee's evaluations and final recommendation about the award of tenure.
  - 5.3.6 At the completion of the tenure process for each probationer, the committee will forward a copy of its recommendation, together with the summaries contained in each section of the probationer's Tenure File, to the Human Resources Office to be added to the probationer's personnel file. After the award of tenure, the Evaluation File shall become the personal property of the faculty member.
- 5.4 The Tenure Review Committee shall make recommendations to the Board of Trustees through the Board of Trustees secretary. The recommendation to award tenure, renew or non-renew the employment of a probationary academic employee, or extend the probationary period for one (1), two (2), or three (3) quarters, excluding Summer Session, and approved leaves of absence, beyond the maximum probationary period, must be made by the Tenure Review Committee:
  - 5.4.1 Thirty (30) days before the second (2<sup>nd</sup>) regularly scheduled Board of Trustees meeting of the probationer's second consecutive probationary quarter,
  - 5.4.2 Thirty (30) days before the second (2<sup>nd</sup>) regularly scheduled Board of Trustees meeting of the probationer's fifth (5<sup>th</sup>) consecutive probationary quarter, and
  - 5.4.3 Thirty (30) days before the second (2<sup>nd</sup>) regularly scheduled Board of Trustees meeting of the probationer's eighth (8<sup>th</sup>) consecutive probationary quarter.

**Section 6.** Implementation of Recommendations.

- 6.1. If, in the judgment of the Tenure Review Committee, the probationer should be awarded tenure, copies of recommendations shall be sent to the probationer and the Board of Trustees.
- 6.2. If, in the judgment of the Tenure Review Committee, the probationer should receive a one (1), two (2), or three (3) quarter extension of his or her probationary period beyond the standard maximum of nine (9) quarters, a notice in writing shall be sent to the probationer and the Board of Trustees.
- 6.3. If, in the judgment of the Tenure Review Committee, the probationer's appointment should not be renewed, then:
  - 6.3.1. Prior to the Committee's submission of its recommendation to the Board of Trustees, the probationer will be notified by the Tenure Review Committee of the reason(s) for the Tenure Review Committee's recommendation. The probationer may request a conference with the Tenure Review Committee.
  - 6.3.2. The recommendation shall be in writing to the probationer and the Board of Trustees citing the reason(s).
  - 6.3.3. A probationer who disagrees with the Tenure Review Committee's recommendation shall be granted a meeting with the College president if the probationer so requests. The request must occur within fifteen (15) days of submission of the committee's final recommendation, and the meeting shall take place within thirty (30) days of the submission date.
  - 6.3.4. The final decision to award or withhold tenure shall rest with the Board of Trustees, after it has given reasonable consideration to the recommendation of the Tenure Review Committee and to the documentation in the Tenure File and the Evaluation File.

**Section 7.** Facilitation of the Tenure Process.

- 7.1. Each probationary faculty member shall select a Tenure Review Facilitator from a list of facilitators recommended for this role by the Association and approved by the Vice President for Instruction or Vice President for Students Services. The facilitator shall serve as an advocate for the tenure process to ensure that it maintains integrity and equity. For that reason, the facilitator is not an advocate for either the probationer or the committee.
- 7.2. Tenure Review facilitators shall participate in training sessions co-sponsored by the Association and the Employer.
- 7.3. Before the first Tenure Review Committee meeting is held, probationary faculty members shall participate in a tenure review process orientation co-sponsored by the Association and the Employer.
- 7.4. Each selected Tenure Review Facilitator is required to meet with his or her probationary faculty member and review the Probationer's tenure binders each quarter of the probationary period to assess the functioning of the tenure review process. By the end of the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) quarters of the probationary period, the Tenure Review Facilitator shall write a statement for the tenure review file commenting upon the tenure review process.
- 7.5. A probationary faculty member is required to communicate any and all concerns about the tenure review process in a timely fashion to the Tenure Review Facilitator as such concerns arise. These may include, but are not limited to, relationships with Tenure Review Committee members, events that transpire during Tenure Review Committee meetings, and communications with members of the Tenure Review Committee.

- 7.6. The Tenure Review Facilitator will communicate to the Tenure Review Committee and/ Dean the Facilitator's response to issues which, in the opinion of the Facilitator, merit the attention of the Committee and/or Dean. Such communications may be in writing or in person.
- 7.7. A Tenure Review Facilitator will submit a final statement to the tenure review file for the attention of the Board of Trustees as it is considering a decision to grant or withhold an award of tenure.

## APPENDIX C Academic Employee Evaluation Procedures

### **Section 1.** Purpose.

The Academic Employee evaluation process is formative and summative and designed to promote and encourage academic growth and development. It is designed to give the Academic Employee flexibility within limits in determining the direction of professional growth and development.

### **Section 2.** Specific Objectives.

- 2.1. To accomplish this purpose, the following objectives have been agreed upon:
  - 2.1.1. To establish a process that assesses the strengths and weaknesses of academic employees for the purposes of maintaining quality instruction and encouraging professional growth.
  - 2.1.2. To create an evaluation process which includes the Academic Employee, the Employee's Academic Administrator, faculty, and students.
  - 2.1.3. To conduct the evaluation process in a fair, professional, and impartial manner.

### **Section 3.** Procedure for Evaluation of Tenured Academic Employees.

- 3.1. Every five (5) years a faculty evaluation team consisting of at least three (3) tenured faculty members and the evaluatee shall meet to discuss issues of teaching, assessment of student learning, advising, institutional involvement, community outreach and/or other related responsibilities deemed important by the evaluation team or the individual being reviewed. The faculty members selected to serve on the faculty assessment team should include faculty from the discipline or from related disciplines of the evaluatee; the evaluatee may elect to include a classified staff member and/or a student on the committee. The selection of members for each faculty evaluation team shall occur on or before October tenth (10<sup>th</sup>) of the year of the individual's review and be approved by the tenured faculty members of the division. The evaluatee will schedule all meetings. The first meeting will occur by October twenty-fifth (25<sup>th</sup>).
- 3.2. *Role of the Academic Administrator.* The Academic Administrator is responsible for assuring a quality process and shall attend the fall and winter quarter meetings. Additional meetings may be called by the individual being reviewed or the evaluation team members that do not necessitate the attendance of the Academic Administrator
- 3.3. *Retention of Records.* The internal organization and process of each evaluation team shall be determined by the team itself and any findings, notes or records that arise from such meetings shall, as with any personnel matters, be confidential. The evaluatee's portfolio and the recommendation letters of the Academic Administrator and Vice President will be retained by the evaluatee. The faculty will provide the appropriate Vice President's office with a file in a Portable Document Format (PDF) of the portfolio contents, or the files will be stored in a shell in the College's Learning Management System.
- 3.4. *Evaluation Methods.* The evaluation team will recommend various methods of evaluation appropriate to the faculty member's discipline. The review must include student and peer evaluations of teaching. The review may also include evaluation of advising, outreach, scholarship, research, professional enrichment, and artistic creation as components of the evaluation plan for the year. The evaluation team will work with the Academic Administrator to

assure that evaluation indices are appropriately identified, employed, and reported in the team's summary report.

- 3.5. Completed Evaluation Portfolio. The completed evaluation portfolio will include a combination of required and suggested evaluation materials and information from the last post tenure review through the current year.
  - 3.5.1. Required Evaluation and Information.
    - 3.5.1.1. The names of the team members on the faculty evaluation committee.
    - 3.5.1.2. A copy of the evaluation plan for the review year, including goals, timelines, evaluation methods, student evaluations, and review by committee members.
    - 3.5.1.3. Student evaluations from one class taught in each of the previous four (4) years (phased in beginning with the 2014-2015 academic year).
    - 3.5.1.4. Student evaluations for all classes taught fall and winter quarters of the review year or the equivalent for library, counseling, advising and eLearning faculty members.
    - 3.5.1.5. Written evaluation of the evaluatee's performance by team members, including at least one (1) direct observation by a peer on the review team.
    - 3.5.1.6. A self-evaluation of performance from the last post-tenure review through the current year of review. The self-evaluation should include:
      - 3.5.1.6.1. Professional growth activities and the impact these activities had on teaching and contributions to the discipline, Division and College.
      - 3.5.1.6.2. Review of student evaluation data and changes made as a result.
      - 3.5.1.6.3. Service to the College, discipline, division, community and/or profession.
      - 3.5.1.6.4. Responses to student evaluations for all classes taught fall and winter quarters during the review year.
      - 3.5.1.6.5. Evaluation of any relevant topics from APPENDIX C, section 3.4
    - 3.5.1.7. Documented assessment of student learning for accreditation purposes.
    - 3.5.1.8. A professional growth and development plan for the upcoming five years. The plan may include professional development, involvement in governance, committees, councils, advising, curriculum development, and other relevant areas.
    - 3.5.1.9. A team summary report of activities, evaluations, materials and information, and commendations or recommendations if appropriate.
  - 3.5.2. Suggested Evaluation and Information. The evaluation process may include a review of the following materials and information as the review team deems appropriate.
    - 3.5.2.1. Syllabi for courses normally taught by the faculty member.
    - 3.5.2.2. Teaching, counseling, and advising materials and/or curriculum created by the evaluatee.
    - 3.5.2.3. Methods or strategies of teaching, advising, library services or counseling.
    - 3.5.2.4. Evaluations against professional standards.
    - 3.5.2.5. Service to the profession, College, and community.
    - 3.5.2.6. Scholarly readings, writings, and research.
    - 3.5.2.7. Observations by the Academic Administrator.

- 3.6. *Process Timelines.* A copy of the completed portfolio will be shared with the Academic Administrator by May fifteenth (15<sup>th</sup>) of the review year. The Academic Administrator will write a letter of recommendation regarding the evaluation and forward both the portfolio and recommendation to the appropriate Vice President ~~for Instruction~~ by May June 1<sup>st</sup> of the review year. The Academic Administrator's letter will also be shared with the evaluatee and the Team at the same time.
- 3.6.1. In the event that the professional technical faculty member's certification timeline is misaligned with the post tenure review timeline, the faculty member may adjust their post tenure review timeline by mutual agreement with the Division Dean to achieve realignment.
- 3.7. *Vice President's Role.* The appropriate Vice President will review each evaluatee's portfolio, Academic Administrator's letter, and summary report. The Vice President will provide written notification by the end of spring quarter to the evaluatee, the committee, and the academic administrator, indicating the evaluatee's performance as exemplary, satisfactory or needs improvement.
- 3.8. *Incomplete Portfolio.* In the event that an evaluatee does not submit a completed portfolio, the unit administrator will send a letter to the evaluatee, with a copy to the appropriate Vice President. The letter will inform the evaluatee that he or she will be required to respond with a portfolio completion plan, agreed to by the unit administrator, by the end of the contract year. The evaluatee must complete the portfolio in accordance with the plan.
- 3.9. *Extensions.* When review indicates the need for improvement, the faculty evaluation team and the Academic Administrator shall work with the evaluatee to develop a set of criteria for improvement and a timeline for the accomplishment of the criteria. Reasonable and necessary support as well as professional development will be arranged if improvement is required to enhance excellence in teaching and assessment of student learning. The improvement plan, timeline, and a report on the actions taken to fulfill the plan will be included as a part of the Evaluation Portfolio for the upcoming cycle.
- 3.10. *Between Reviews.* Should concerns arise between regularly scheduled evaluations, the Academic Administrator may reconvene the Post-Tenure Review Committee to address the concerns.

#### **Section 4.** Procedure for Evaluation of Adjunct Faculty and Full-time Temporary Faculty.

- 4.1. The Division Dean (Academic Administrator) shall be responsible for the process, including the maintenance of the documents involved and ensuring that student evaluations and faculty evaluations adhere to the schedule.
- 4.1.1. *Definitions.* For purpose of this section, "faculty" shall refer to all adjunct faculty and full-time temporary faculty; "adjunct faculty" will refer solely to adjunct faculty. "Library reference shift" will mean at least one hour of a faculty's assigned time on the reference desk.
- 4.2. Evaluation during first three (3) calendar years of employment.
- 4.2.1. *Student Evaluations.* Student evaluations will be completed for each class or library orientation session taught; counseling faculty will ensure that student evaluations are completed for at least twenty percent (20%) of individual counseling sessions.
- 4.2.2. *Peer Evaluations.* Peer evaluation will be completed during the first (1<sup>st</sup>) year of employment. When possible, one (1) peer evaluation of a class, library orientation

session, library reference shift, or individual counseling session will be completed during the first (1<sup>st</sup>) quarter of employment with Olympic College. One (1) peer evaluation of a class, library orientation session, library reference shift, or individual counseling session will be completed at least once each year for the next two (2) years of employment. The peer will be assigned by the Division Dean. Adjunct Faculty may request a specific quarter to be evaluated. The peer evaluator will communicate with the adjunct faculty member before the evaluation to discuss the evaluation criteria (Section 4.5), and communicate again after the evaluation to discuss the results. The adjunct faculty member will receive a copy of the peer evaluation.

- 4.2.3. *Dean Evaluations.* Division Dean evaluation will occur once in the first (1<sup>st</sup>) year. Thereafter, the Dean will complete an evaluation every three (3) years or when deemed necessary. Dean Evaluations may include direct observations of faculty work, as well as peer evaluation performed by tenured full-time faculty. Evaluations of classes, library orientations, reference shifts, or individual counseling sessions will focus on the same criteria and follow the same process as the peer evaluations.
- 4.2.4. *Self-Evaluations.* The faculty will write a self-evaluation in response to the student and peer evaluations and submit the self-evaluation to the Division Dean's office by the end of each quarter in which the faculty receives the peer evaluation results. The faculty may provide an optional written response to any peer or Dean evaluation.
- 4.3. Evaluation for adjuncts after three calendar years of employment. Evaluations proceed as explained in Section 4.2 above, with the following changes:
  - 4.3.1. *Student Evaluations.* Annually, the faculty will complete student evaluations for each class or library orientation taught during one quarter; the quarter will be designated by the Division Dean. Adjunct Faculty may request a specific quarter to be evaluated. Counseling faculty will ensure that student evaluations are completed for twenty percent (20%) of individual counseling sessions during one quarter designated by the Dean.
  - 4.3.2. *Peer Evaluations.* Peer Evaluations will be completed once every three (3) years, with no more than three (3) years passing between evaluations. Adjunct Faculty may request a specific quarter to be evaluated.
  - 4.3.3. *Dean Evaluations.* Same as 4.2.3.
  - 4.3.4. *Self-Evaluations.* The faculty will write self-evaluations in response to student and peer evaluations once every three (3) years and submit the self-evaluations to the Division Dean's office by the end of the quarter in which the faculty receives the peer evaluation results. The faculty may submit supplemental materials that may better inform their evaluation.
- 4.4. Processes.
  - 4.4.1. Instructional Support Services will send student evaluation instruments to faculty.
  - 4.4.2. Someone other than the faculty member being evaluated will collect completed student evaluations and deliver them to Instructional Support Services to be summarized. When deemed necessary, the Division Dean may designate a third (3<sup>rd</sup>) party to administer student evaluations at a mutually agreed time.
  - 4.4.3. The results of student evaluations will be posted electronically for the faculty and Division Dean to review no later than three (3) weeks after the end of the quarter.



- 4.4.4. The results of all peer evaluations must be submitted to the faculty member and the Division Dean by the end of the quarter in which the evaluation took place.
- 4.4.5. Results of all evaluations and responses will be retained by the Division office in either paper or digital format.
- 4.4.6. The faculty may submit additional information to their performance file.
- 4.4.7. Additional evaluations (peer, self, or student) may be required by the Dean when deemed necessary.
- 4.5. Criteria for Evaluations.
  - 4.5.1. Peer and Dean evaluations of classes or orientation sessions will focus on these five criteria:
    - 4.5.1.1. Classroom management,
    - 4.5.1.2. Organization,
    - 4.5.1.3. Student-faculty interactions
    - 4.5.1.4. Mastery of the subject matter, and
    - 4.5.1.5. Presentation
  - 4.5.2. The peer reference observation of library faculty will focus on the criteria of the American Library Association Reference and User Services Association Guidelines for Behavioral Performance of Reference and Information Service Providers. Peers may also evaluate other facets of the library faculty's job description.
  - 4.5.3. The faculty counseling observation will focus on these criteria:
    - 4.5.3.1. Counselor-student interactions,
    - 4.5.3.2. Knowledge of College/area resources, and
    - 4.5.3.3. Knowledge of graduation, transfer, and technical/professional requirements.
    - 4.5.3.4. The Division Dean's office will make available all relevant criteria to the faculty member upon hire.
- 4.6. Evaluations Outcomes.
  - 4.6.1. The faculty member, Division Dean, and appropriate Vice President have access to the evaluations for the purpose of improving job performance. In the case of a pattern of student complaints, or if a concern is identified from the student evaluations or peer evaluation, written notification will be given to the faculty by the Division Dean.
  - 4.6.2. If there are concerns that are instructional in nature, an improvement plan may be developed by the Division Dean and the faculty member to address the identified concerns.
    - 4.6.2.1. If there is a plan, it must include these elements:
    - 4.6.2.2. Major strengths.
    - 4.6.2.3. Specific knowledge and skills needed to improve job performance.
    - 4.6.2.4. Specific changes in practices and procedures needed to improve job performance.
    - 4.6.2.5. A design for achieving the above improvements.
    - 4.6.2.6. Identification of resources, including those the Employer may provide, to achieve the above requirements.
    - 4.6.2.7. A specific timeline regarding expected improvements.
    - 4.6.2.8. The plan must be objective, measurable, and achievable.

4.6.2.9. A summary of the evaluation and the improvement plan will be submitted to the appropriate Vice President if needed. In cases where the faculty member and the Division Dean cannot agree on the improvement plan, final approval of the plan will reside with the appropriate Vice President. Any developmental opportunities required by the plan will be provided by the Employer.

4.6.2.9.1. The Division Dean or supervisor will review the faculty professional development plan created in this section and progress toward achievement of plan objectives.

**Section 5.** Procedure for Assessment of Probationary Academic Employees.

The assessment process of Probationary Academic Employees is incorporated into the tenure review process described in APPENDIX B. The Probationary Academic Employee and the Tenure Review Committee will work together to support the Employee's professional growth and development.

## APPENDIX D Reduction in Force

### **Section 1. Objective.**

- 1.1. The objective of the reduction-in-force policy and procedure is to provide an orderly method by which the number of tenured or probationary academic employees can be reduced under the circumstances defined below. At the same time, the method of reduction shall result in the retention of those academic employees and academic positions regarded by the Board as comprising the work force mix that will best accomplish the goals and objectives of Olympic College.

### **Section 2. Definitions**

- 2.1. The Board of Trustees shall have deemed to have the authority to terminate the contract of any tenured or probationary academic employee because of reduction in force. Sufficient cause for reduction-in-force shall mean either of the following:
  - 2.1.1. Elimination or reduction of financing or elimination or reduction of program(s), or State Board for Community and Technical Colleges declaration of financial emergency pursuant to Laws of 1981, Ch. 13, para.1 under the following conditions:
    - 2.1.1.1. Reduction of allotments by the Governor pursuant to RCW 43.88.110(2), or
    - 2.1.1.2. Reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

### **Section 3. Reduction-In-Force Units and Procedure for Assignment.**

- 3.1. Each full-time academic employee holding a tenured or probationary academic appointment shall automatically qualify for assignment to a primary reduction-in-force unit in which two-thirds (2/3) or more of the academic employee's current annual assignment(s) are performed. The Employer shall provide the opportunity for each tenured academic employee to qualify for a secondary reduction-in-force unit based upon the following criteria:
  - 3.1.1. The tenured academic employee possesses a master's or doctoral degree or fifteen 15 graduate-level semester hours (or equivalent quarterly hours) in the discipline, or
  - 3.1.2. The tenured academic employee has taught an equivalent of one third (1/3) of an annual load per year in the additional unit at the College over the last three (3) academic years, or
  - 3.1.3. The academic employee has sufficient relevant professional preparation and current work experience to qualify for vocational certification in the trade or discipline.
  - 3.1.4. Any faculty assigned to a secondary reduction-in-force unit prior to the execution of this contract date will retain that assignment.
- 3.2. *Reduction-In-Force Units.* Reduction-in-force units will be updated annually following discussion with the Association and posted on the College's internal website. Absent mutual agreement between the parties, reduction-in-force units will not be eliminated while the College retains one or more full-time faculty positions in the discipline.
- 3.3. To be added to a secondary reduction-in-force unit, a faculty member must provide the appropriate transcripts and documentation to qualify them for the secondary unit to Human Resources, where they will be validated, and seniority dates will be determined. Human

Resources will consult with the discipline Dean who will consult with a discipline faculty representative to determine if the necessary qualifications for the specified secondary discipline unit have been met. Should the faculty member qualify for the requested area, they will be added to the secondary reduction-in-force unit list according to the seniority date on record with the Employer.

- 3.4. Assignment to reduction-in-force units shall be updated annually in fall quarter. Each academic employee shall be ranked in the appropriate reduction-in-force unit(s) in accordance with the seniority procedures defined herein. Any disputes regarding reduction-in-force unit assignment(s) shall be consolidated by the Association President and submitted to expedited arbitration utilizing the American Arbitration Association within fifteen (15) calendar days of the publishing of the list. Costs of such arbitration shall be borne equally by the Association and the Employer.
- 3.5. The Vice President for Instruction or the Vice President for Student Services shall be responsible for the implementation of Subsections 3.1 and 3.2 above.
- 3.6. A tenured academic employee may be assigned to no more than two (2) RIF units total (one (1) primary layoff unit and one (1) secondary layoff unit).
- 3.7. It is the responsibility of the academic employee to submit required documentation in order to request or change a secondary unit by the end of spring quarter for the subsequent fall quarter.

#### **Section 4. Order of Reduction.**

- 4.1. If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction shall be based on seniority. If the number of academic employees is to be reduced, the President shall decide in the case of each affected unit what course offerings, programs and/or other services are most necessary. In making decisions on reductions, the President shall consider, but is not limited to the following factors:
  - 4.1.1. The goals and objectives of Olympic College.
  - 4.1.2. All offerings in each affected unit and the need for the offerings to meet degree and transfer requirements.
  - 4.1.3. The enrollment, enrollment targets, and the trends in enrollment and their effect upon each unit.
  - 4.1.4. Information concerning academic employee vacancies occurring through retirement, resignation, sabbatical, and leave of absence.
- 4.2. Seniority shall be determined by establishing the first contracted day of the first (1<sup>st</sup>) full-time contract for the most recent period of continuous full-time professional service for Olympic College that shall include leaves of absence, sabbatical leaves, and periods of RIF. The longest terms of employment as thus established shall be considered the highest level of seniority. In instances where academic employees have the same beginning date of full-time professional services, seniority shall be determined in the following order:
  - 4.2.1. The date of the signing of the first (1<sup>st</sup>) full-time contract for the most recent period of continuous full-time professional service for Olympic College.
  - 4.2.2. The first date of application for employment to be determined by date stamped in Human Resources Office.

- 4.3. Order of Reduction-In-Force. Once the President determines the number of academic employees to be reduced in each unit, the President shall observe the following order of reduction:
  - 4.3.1. First (1<sup>st</sup>)—Full-time probationary employees;
  - 4.3.2. Second (2<sup>nd</sup>)—Full-time tenured employees in order of seniority;
  - 4.3.3. Consideration will be given to the reduction of adjunct employees within the unit to be reduced prior to reduction of probationary or tenured employees.
  - 4.3.4. The above order and/or application of seniority may be interrupted in the event that:
    - 4.3.4.1. Strict adherence to it would result in no qualified individual being available to fully perform the duties of remaining courses or support services;
    - 4.3.4.2. Strict adherence would result in a regression in the affirmative action commitments of the College.
- 4.4. Faculty/Administrative Appointment. In the case of an academic employee moving to an administrative position, seniority shall remain at the same level as when the academic employee moved to an administrative post. If the same employee returns from administration to full-time academic assignment, seniority shall continue from the level the employee had reached when the academic employee moved to the administrative post. These provisions shall not be applicable to individuals who moved to an administrative post prior to March 25, 1986.
- 4.5. An academic employee who is RIFed from one (1) unit and who is member of another RIF unit shall be placed within that second (2<sup>nd</sup>) unit and RIF shall, if necessary, take place in that second unit on a seniority basis.

## **Section 5. Implementation of Reduction-In-Force.**

- 5.1. Preliminary Proceedings Concerning Reduction-In-Force.
  - 5.1.1. When the President determines that a reduction-in-force is necessary based on Section 2.1 above and has selected the affected academic employee(s) to be reduced, the initial step shall be for the President to meet with the affected academic employee and discuss the proposed reduction-in-force with the individual academic employee in personal conference which shall be an informal proceeding for purposes of RCW 34.05. The matter may be resolved at this step by use of alternatives such as reassignment, leave of absence, retirement, resignation, etc.
  - 5.1.2. When the Board of Trustees determines that a reduction-in-force is necessary for the reasons set forth in Section 2.1 above, the President shall select the affected academic employee(s) to be reduced and meet with the academic employee in personal conference, which is an informal proceeding for the purpose of RCW 34.05, to discuss the proposed reduction-in-force. The matter may at such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc.
  - 5.1.3. The Association shall be notified immediately in writing if the President or designee makes any contact with an academic employee pursuant to 5.1.1 or 5.1.2, above.
- 5.2. Formal Procedures Relating to Reduction-In-Force of an Academic Employee. The formal procedure relating to dismissal of academic employees (APPENDIX E, Sections 4, 6, 7, and 8) shall be followed except as modified below:
  - 5.2.1. "Dismissal" shall be replaced by "Reduction-in-Force."

- 5.2.2. In the case of a reduction-in-force for the reasons set forth in Section 2.1 above, the statement required by APPENDIX E, Section 4.1.4 shall include the grounds for reduction-in-force as delineated in Section 2.1 and the basis for selection of the affected academic employees. In the case of a reduction-in-force for reasons set forth in Section 2 above, this shall clearly indicate the separation is not due to the job performance of the academic employee and hence is without prejudice to such academic employee and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in Section 2.1 above. In either event, the notice must also indicate the effective date of separation from service.
- 5.3. In the case of a reduction-in-force for reasons set forth in Section 2.1 above, at the time an academic employee or employees' request for formal hearing, said academic employee or employees may ask for participation in the choosing of the hearing officer required pursuant to APPENDIX E, Section 4.3.1 in the manner provided in RCW 28A.405.310(4) or RCW 28B.50.873, said employee therein being an academic employee for the purposes hereof, and said Board of Directors therein being the Board of Trustees for 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; provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the Employer and the academic employee or academic employees requesting hearing.
- 5.3.1. Reduction in force shall be effective not less than sixty (60) calendar days from notice provided under Section 6.1. An academic employee notified of reduction in force who chooses not to have a formal hearing as defined herein shall be guaranteed fifty (50) contractual days or pay in lieu thereof commencing on the day notification was received from the President.
- 5.3.1.1. The responsibilities of the hearing officer pursuant to APPENDIX E, Section 6.2. shall be completed within ten (10) calendar days in the case of a reduction-in-force for reasons set forth in Section 2.1 above.
- 5.3.1.2. The responsibilities of the Dismissal Review Committee pursuant to APPENDIX E, Section 4, shall be completed within seven (7) calendar days in the case of a reduction-in-force for reasons set forth in Section 2.1 above.
- 5.3.1.3. The hearing officer shall consolidate individual reduction-in-force hearings into a single hearing. Only one (1 ) such hearing for the affected academic employee(s) shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.
- 5.3.1.4. In the case of a reduction-in-force for reasons set forth in Section 2.1 above, the formal hearing shall be concluded by the hearing officer within sixty (60) calendar days after written notice of the reduction-in-force has been issued to the affected academic employee. The only issue to be determined shall be whether the particular academic employee or employees advised of severance are the proper ones to be terminated.
- 5.3.1.5. In the case of a reduction-in-force for reasons set forth in Section 2.1 above, failure to request a hearing within ten (10) calendar days after issuance of the notice 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 Section 2.1 above, separation from service after formal hearing shall become effective upon final action of the Board of Trustees.

- 5.3.1.6. Except in instances covered above, the effective date of the reduction-in-force shall be the end of the academic quarter in which the Board of Trustees makes the final determination.

## **Section 6. Recall Rights.**

- 6.1. Academic employees who have been separated from service as a result of this reduction-in-force procedure shall have the right to be recalled consistent with the provisions specified below.
- 6.2. Recall list(s) shall be created and maintained by the Employer for each affected reduction-in-force unit. The names of each affected academic employee shall be placed on the appropriate reduction-in-force unit list(s) according to seniority.
- 6.3. Recall shall be in reverse order of reduction-in-force by reduction-in-force unit(s) for an academic position, either newly created or a vacant full-time position, provided the academic employee is qualified to perform the needed duties of such position.
- 6.4. The right of recall shall extend three (3) calendar years from the effective date of the reduction-in-force, provided that the academic employees have provided the Employer with a written statement notifying the Employer of their desire to be considered for recall.
- 6.5. Each RIFed academic employee shall keep the Human Resources Office informed of any change in address each six (6) months after RIF.
- 6.6. New hires shall not be employed to fill full-time academic vacancies unless there are no qualified academic employees on the applicable reduction-in-force unit recall list(s) to accept the vacancies.
- 6.7. A RIFed academic employee shall have fifteen (15) working days to respond following actual receipt of written notice of an offer to a full-time position. If the individual fails to respond, her/his recall rights shall be waived.
- 6.8. A RIFed academic employee who obtains additional certification, qualifications, or retraining while on a recall list(s) shall be entitled to update the appropriate records with the Human Resources Office.
- 6.9. An academic employee on recall shall have the first right of refusal to any part-time assignments in the academic employee's reduction-in-force unit(s); provided, failure to accept such assignment shall not alter recall rights to fulltime vacancies otherwise established; and further provided nothing herein shall require the Employer to consolidate part-time positions into a full-time position. Conflicts between full-time academic employees over the right to part-time assignments shall be resolved by the application of seniority. In the instances where a full-time academic employee is on recall status the number of part-time assignments, if any, made in the applicable reduction-in-force unit shall not be increased over the number in existence at the time of reduction-in-force to the equivalent of a full-time load or more.
- 6.10. Upon recall, an academic employee shall retain all benefits such as sick leave, retirement, and seniority that had been accrued to the date of reduction-in-force. Upon recall they shall be

placed at least at the next higher increment if any have been paid on the salary schedule than at the time of RIF and will retain their tenured status.

- 6.11. The Employer shall notify the Association, in writing, of all employment offers made to academic employees on recall and the final outcome of such offers.

**Section 7. Special Provisions.**

- 7.1. Upon the request of an academic employee laid off for reasons of this policy, the College President shall write a letter stating: One (1) the reasons for said layoff, two (2) the qualifications of the affected academic employee, and three (3) any other pertinent information that may be of assistance in securing another employment position.
- 7.2. Excluding reduction-in-force unit assignment pursuant to Section 3, and seniority calculations pursuant to Section 5, no application of the terms or procedures of this Appendix shall be subject to the grievance procedure of this Agreement.
- 7.3. Nothing herein shall be construed to affect the decision and right of the Board of Trustees not to renew a probationary academic appointment without cause pursuant to RCW 28B.50.857.



## APPENDIX E Procedure for Dismissal

### **Section 1.** Academic Employee Categories Covered.

Dismissal of tenured academic employees and the dismissal of probationary or temporary academic employees during the term of their appointments shall be governed by the remaining subsections of the Appendix. It is agreed that this Appendix provides a means for resolving disputes regarding terminations and that such disputes shall not be subject to the grievance procedure of this Agreement.

### **Section 2.** Sufficient Cause for Dismissal of an Academic Employee.

A tenured academic employee shall not be dismissed from appointment except for sufficient cause, nor shall an academic employee who holds a probationary or temporary appointment be dismissed prior to the written terms of the appointment except for sufficient cause.

### **Section 3.** Preliminary Proceedings Concerning the Fitness of an Academic Employee.

When reason arises to question the fitness of an academic employee whose appointment has not expired, the immediate administrator shall schedule a meeting to discuss the matter with the academic employee. The matter may be terminated by mutual consent at this point. If an adjustment does not result within ten (10) days after having been so informed, the academic employee and a representative chosen by the academic employee will be afforded an opportunity to meet with the President or designee and the immediate administrator. At this preliminary meeting, which shall be deemed an informal hearing for purposes of RCW 34.05, an adjustment may be mutually agreed upon. If the matter is not settled or adjusted to the satisfaction of the College President, the College President shall recommend that the academic employee be dismissed.

### **Section 4.** Formal Procedures Relating to Dismissal of an Academic Employee.

- 4.1. After the President determines that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the causes(s) to the affected academic employee, and provide copies to the Dismissal Review Committee and the Association. The notice shall include:
  - 4.1.1. A statement of the time, place, and nature of a hearing to be held, which must be held on not less than ten (10) days written notice;
  - 4.1.2. A statement of legal authority and jurisdiction under which the hearing is to be held;
  - 4.1.3. A reference to the particular rules of the College that are involved;
  - 4.1.4. A statement of the matters asserted. The affected academic employee shall have ten (10) days from the date of the notice of dismissal to make a written request for an alternative date for the hearing. If the academic employee fails to respond within the ten (10) days provided herein, the hearing will proceed as scheduled. If the academic employee fails to attend, this shall constitute waiver of all rights to a hearing. The results of the hearing shall be communicated by the President in writing to the Dismissal Review Committee, the Association, and Board of Trustees. Furthermore, a timely written request for an extension within the above ten-day period is deemed jurisdictional.

**Section 5. Procedural Rights of Affected Academic Employees.**

- 5.1. An affected academic employee shall be entitled to one formal, contested case hearing pursuant to the Administrative Procedure Act, RCW 34.05, and shall have the following procedural rights:
  - 5.1.1. 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 towards which the testimony of the witness is considered material.
  - 5.1.2. The right to be free from compulsion to divulge information that the academic employee could not be compelled to divulge in a criminal proceeding.
  - 5.1.3. The right to be heard in the academic employee's own defense and to present witnesses, testimony, and evidence on all issues involved.
  - 5.1.4. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 34.05.
  - 5.1.5. The right to counsel of the academic employee's choosing who may appear and act on the academic employee's behalf at the hearings.
  - 5.1.6. The right to have witnesses sworn and testify under oath.

**Section 6. Conduct of Formal Hearing.**

- 6.1. Appointment of Hearing Officer. Upon scheduling a hearing, the President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association and not a member of this institution or the Assistant Attorney General currently assigned to the College.
- 6.2. Responsibilities of Hearing Officer. It shall be the role of the impartial and neutral hearing officer to conduct the hearing in accordance with RCW 34.05 and this Agreement. The duties of the hearing officer include:
  - 6.2.1. Administering oaths and affirmations, examining witnesses, and receiving evidence;
  - 6.2.2. Issuing subpoenas;
  - 6.2.3. Taking or causing depositions to be taken;
  - 6.2.4. Regulating the course of the hearing;
  - 6.2.5. Holding conferences for the settlement or simplification of the issues by consent of the parties;
  - 6.2.6. Disposing of procedural requests or similar matters;
  - 6.2.7. Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;
  - 6.2.8. 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;
  - 6.2.9. Assisting the Dismissal Review Committee in the conduct of its responsibilities;

- 6.2.10. Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to academic employees and students, and reviewing any evidence offered by same;
  - 6.2.11. Preparing proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, the written recommendation of the hearing officer will be presented to the President, Dismissal Review Committee, affected academic employee, the Association and the Board of Trustees;
  - 6.2.12. Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include: All pleadings, motions and rulings; All evidence received or considered; A statement of any matters officially noticed including any refusal to testify on the part of any affected employee; All questions and offers of proof, objections and rulings thereon; Proposed findings, conclusions of law, and a recommended decision; A copy of the recommendations of the Dismissal Review Committee;
  - 6.2.13. Assuring that a transcription of the hearing is made 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;
  - 6.2.14. Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community, or whether particular persons shall be permitted or excluded from attendance.
- 6.3. Composition of Dismissal Review Committee. The Dismissal Review Committee shall be established no later than October fifteenth (15<sup>th</sup>) of any academic year. The members shall include one (1) administrator and an alternate chosen by the President, one (1) full-time student and an alternate chosen by the Student Association in such manner as the members thereof shall determine, and three (3) tenured academic employees and three (3) alternates representing the academic employees who shall be elected by a majority of the full-time academic employees acting as a body. These election(s) shall be conducted by the President of the Association. The academic employees on the initial Dismissal Committee shall serve a one (1) year, two (2) year, and three (3) year term respectively. Subsequent elections will be for three (3) year terms so that the committee members shall have staggered terms. The Dismissal Review Committee will select one of its members to serve as chair. In no case shall a member of the committee sit in judgment of her/his own case, or the case of her or his spouse. In the event there is a vacancy on the committee, a replacement shall be selected within fifteen (15) days of the vacancy in the manner outlined above.
- 6.4. Responsibilities of Dismissal Review Committee. The responsibilities of the committee shall be to:
- 6.4.1. Receive guidance from the hearing officer regarding the conduct of its responsibilities;
  - 6.4.2. Review the case of the proposed dismissal;
  - 6.4.3. Attend the hearing and, at the discretion of the hearing officer, may call and/or examine any witnesses;
  - 6.4.4. Hear testimony from all interested parties, including but not limited to, other academic employees and students and review any evidence offered by same;
  - 6.4.5. Arrive at its recommendations in conference on the basis of the hearing.

- 6.4.5.1. As soon as reasonably practicable, but in no event longer than twenty-five (25) days after the conclusion of the formal hearing the written recommendations of the committee will be presented to the hearing officer, the affected academic employee, the President, and the Association.
- 6.5. Final Decision by the Board of Trustees. The case shall be reviewed by the Board of Trustees as follows:
- 6.5.1. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.
- 6.5.2. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.
- 6.5.3. 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. 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. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the charged academic employee in writing of its final decision and the effective date of dismissal.
- 6.6. 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.
- 6.7. Appeal from Final Decision. Pursuant to RCW 34.05 as now existing or hereafter amended, any person with standing shall have the right to appeal to the courts the final decision of the Board of Trustees within thirty (30) days after service of the decision. The filing of such appeal shall not stay enforcement of the decision of the Board.

### **Section 7. Suspension.**

Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected academic employee or others is threatened by the academic employee's continuance. Any such suspension shall be with pay unless reassignment has been offered to and refused by the academic employee.

### **Section 8. 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 shall be made by the academic employee, the Dismissal Review Committee, administrative officers, the Association, or the Board of Trustees until all administrative proceedings and appeals have been completed.

### **Section 9. Time Limits.**

The term "days" as used in this Appendix refers to business days. In computing any time prescribed or allowed the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a

Collective Bargaining Agreement between Olympic College Board of Trustees and  
The Olympic College Association for Higher Education, 2022-2024

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legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.



APPENDIX F AACU Statement on Academic Freedom

# Academic Freedom and Educational Responsibility

A STATEMENT FROM THE BOARD OF DIRECTORS OF





Association  
of American  
Colleges and  
Universities

1818 R Street, NW, Washington, DC 20009

[www.aacu.org](http://www.aacu.org)

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ISBN 0-9763576-9-0

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Collective Bargaining Agreement between Olympic College Board of Trustees and  
The Olympic College Association for Higher Education, 2022-2024

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## Preface

On behalf of the Association of American Colleges and Universities (AAC&U), we are pleased to present *Academic Freedom and Educational Responsibility*. This statement, framed and approved by AAC&U's board of directors, is designed to provide the larger context missing from current public debates about intellectual diversity in undergraduate education. It addresses many of the myths and misrepresentations that have been perpetuated through the insistent external campaign to encourage political oversight of teaching and learning practices on college and university campuses. In particular, the statement clarifies the vital role of diverse perspectives in helping students develop their own knowledge and intellectual capacities.

Self-appointed political critics of the academy have presented equal representation for conservative and progressive points of views as the key to quality. But the college classroom is not a talk show. Rather, it is a dedicated context in which students and teachers seriously engage difficult and contested questions with the goal of reaching beyond differing viewpoints to a critical evaluation of the relative claims of different positions. Central to the educational aims and spirit of academic freedom, diversity of perspectives is a means to an end in higher education, not an end in itself. Including diversity is a step in the larger quest for new understanding and insight. But an overemphasis on diversity of perspectives as an end in itself threatens to distort the larger responsibilities of intellectual work in the academy.

In publishing *Academic Freedom and Educational Responsibility*, we invite college and university leaders to use it actively to inform public and campus discussions about the academy's role in both exploring the contentious issues of our time and providing contexts for civil dialogue and constructive inquiry. This statement can be used to good effect in any number of contexts, including discussions—with trustees and regents, with faculty and departments, with administrators and staff, and especially with students—about the educational principles at stake in the academic freedom debate.

*Robert A. Corrigan*  
Chair of the Board of Directors

*Carol Geary Schneider*  
President

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## Acknowledgments

The Board of Directors of the Association of American Colleges and Universities extends its warm thanks to Dr. Jerry Gaff, senior scholar at AAC&U, for his work in bringing this statement from concept to completion. The board further thanks the many colleagues from member colleges and universities and from sister organizations who responded to earlier drafts.

In framing this statement, the board has drawn on concepts that were first articulated in the 1991 publication *The Challenge of Connecting Learning*, which was crafted by members of the national advisory committee for an Association of American Colleges (now AAC&U) initiative on liberal learning and “study-in-depth.”

*Challenge* was written by Jonathan Z. Smith, the Robert O. Anderson Distinguished Professor of the Humanities at the University of Chicago. The board thanks Professor Smith and the other members of the national advisory committee for their leadership and vision. AAC&U’s work on study-in-depth was supported by generous grants from the Ford Foundation and the U. S. Fund for the Improvement of Postsecondary Education.

The board also acknowledges AAC&U’s signal debt to William S. Perry Jr. of Harvard University, whose landmark work on the study of students’ intellectual and ethical development in the college years helped illuminate the importance of these issues for a generation of faculty members, student affairs leaders, and researchers on student learning. The board thanks Dr. Lee Kniefelkamp, professor of psychology and education at Teachers College, Columbia University, and senior scholar at AAC&U, for her assistance in shaping this statement and for her leadership in making students’ intellectual and ethical development a core theme in AAC&U’s work on the aims and outcomes of student learning in college.

Finally, the board thanks David Tritelli, AAC&U’s senior academic editor, and Darbi Bossman, AAC&U’s print production manager and graphic designer, for their expert assistance in bringing the statement to publication.

## Academic Freedom and Educational Responsibility

Academic freedom and responsibility have long been topics for public concern and debate. Academic freedom to explore significant and controversial questions is an essential precondition to fulfill the academy's mission of educating students and advancing knowledge. Academic responsibility requires professors to submit their knowledge and claims to rigorous and public review by peers who are experts in the subject matter under consideration; to ground their arguments in the best available evidence; and to work together to foster the education of students. The Association of American Colleges and Universities (AAC&U), in concert with the American Association of University Professors, helped establish the principles of academic freedom early in the twentieth century, and recently AAC&U joined with other associations to reaffirm them.\*

Today, new challenges to academic freedom have arisen from both the right and the left. On the right, conservative activist David Horowitz, founder of Students for Academic Freedom, has fashioned an "academic bill of rights" that is being considered in several states ostensibly as a means of protecting "conservative" students from alleged indoctrination by the purportedly "liberal" views of faculty. This bill inappropriately invites political oversight of scholarly and educational work. On the left, anti-war protests by students have interrupted speeches by proponents of current national policies. Some protestors have sought to silence—rather than debate—positions with which they do not agree. These challenges prompt AAC&U to revisit the basic principles involved and to discuss the role of academic freedom.

There is, however, an additional dimension of academic freedom that was not well developed in the original principles, and that has to do with the responsibilities of faculty members for educational programs. Faculty are responsible for establishing goals for student learning, for designing and implementing programs of general education and specialized study that intentionally cultivate the intended learning, and for assessing students' achievement. In these matters, faculty must work collaboratively with their colleagues in their departments, schools, and institutions as well as with relevant administrators. Academic freedom is necessary not just so faculty members can conduct their individual research and teach their own courses, but so they can enable students—through whole college programs of study—to acquire the learning they need to contribute to society.

As faculty carry out this mission, it is inevitable that students will encounter ideas, books, and people that challenge their preconceived ideas and beliefs. The resulting tension between

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\* The Association of American Colleges (now the Association of American Colleges and Universities) began work on this issue in the early 1920s. Then, through a series of joint conferences begun in 1934, representatives of the American Association of University Professors and of the Association of American Colleges established the principles set forth in the 1940 Statement of Principles on Academic Freedom and Tenure. In 2005, the Association of American Colleges and Universities, along with twenty-eight other higher education organizations, endorsed Academic Rights and Responsibilities, the American Council on Education's statement on intellectual diversity on college and university campuses.

the faculty's freedom to teach—individually and collectively—and the students' freedom to form independent judgments opens an additional dimension of academic freedom and educational responsibility that deserves further discussion, both with the public and with students themselves.

The clash of competing ideas is an important catalyst, not only for the expansion of knowledge but also in students' development of independent critical judgment. Recognizing this dynamic, many well-intentioned observers underline the importance of "teaching all sides of the debate" in college classrooms. Teaching the debates is important but by no means sufficient. It is also essential that faculty help students learn—through their college studies—to engage differences of opinion, evaluate evidence, and form their own grounded judgments about the relative value of competing perspectives. This too is an essential part of higher education's role both in advancing knowledge and in sustaining a society that is free, diverse, and democratic.

### **Intellectual Diversity and the Indispensable Role of Liberal Education**

In any education of quality, students encounter an abundance of intellectual diversity—new knowledge, different perspectives, competing ideas, and alternative claims of truth. This intellectual diversity is experienced by some students as exciting and challenging, while others are confused and overwhelmed by the complexity. Liberal education, the nation's signature educational tradition, helps stu-

*All competing ideas on a subject do not deserve to be included in a course or program, or to be regarded as equally valid just because they have been asserted.*

dents develop the skills of analysis and critical inquiry with particular emphasis on exploring and evaluating competing claims and different perspectives. With its emphasis on breadth of knowledge and sophisticated habits of mind, liberal education is the best and most powerful way to build students' capacities to

form their own judgments about complex or controversial questions. AAC&U believes that all students need and deserve this kind of education, regardless of their academic major or intended career.

Liberal education involves more than the mind. It also involves developing students' personal qualities, including a strong sense of responsibility to self and others. Liberally educated students are curious about new intellectual questions, open to alternative ways of viewing a situation or problem, disciplined to follow intellectual methods to conclusions, capable of accepting criticism from others, tolerant of ambiguity, and respectful of others with different views. They understand and accept the imperative of academic honesty. Personal development is a very real part of intellectual development.

Beyond fostering intellectual and personal development, a liberal education also enables students to develop meaning and commitments in their lives. In college they can explore different ways to relate to others, imagine alternative futures, decide on their intended careers, and consider their larger life's work of contributing to the common good.

Building such intellectual and personal capacities is the right way to warn students of the inappropriateness and dangers of indoctrination, help them see through the distortions of propaganda,

and enable them to assess judiciously the persuasiveness of powerful emotional appeals. Emphasizing the quality of analysis helps students see why unwelcome views need to be heard rather than silenced. By thoughtfully engaging diverse perspectives, liberal education leads to greater personal freedom through greater competence. Ensuring that college students are liberally educated is essential both to a deliberative democracy and to an economy dependent on innovation.

**What Is Not Required in the Name of Intellectual Diversity?**

There are several misconceptions about intellectual diversity and academic freedom, and we address some of them here.

- 1 In an educational community, freedom of speech, or the narrower concept of academic freedom, does not mean the freedom to say anything that one wants. For example, freedom of speech does not mean that one can say something that causes physical danger to others. In a learning context, one must both respect those who disagree with oneself and also maintain an atmosphere of civility. Anything less creates a hostile environment that limits intellectual diversity and, therefore, the quality of learning.
- 2 Students do not have a right to remain free from encountering unwelcome or “inconvenient questions,” in the words of Max Weber. Students who accept the literal truth of creation narratives do not have a right to avoid the study of the science of evolution in a biology course; anti-Semites do not have a right to a history course based on the premise that the Holocaust did not happen. Students protesting their institution’s sale of clothing made in sweatshops do not have a right to interrupt the education of others. Students do have a right to hear and examine diverse opinions, but within the frameworks that knowledgeable scholars—themselves subject to rigorous standards of peer review—have determined to be reliable and accurate. That is, in considering what range of views should be introduced and considered, the academy is guided by the best knowledge available in the community of scholars.
- 3 All competing ideas on a subject do not deserve to be included in a course or program, or to be regarded as equally valid just because they have been asserted. For example, creationism, even in its modern guise as “intelligent design,” has no standing among experts in the life sciences because its claims cannot be tested by scientific methods. However, creationism and intelligent design might well be studied in a wide range of other disciplinary contexts such as the history of ideas or the sociology of religion.
- 4 While the diversity of topics introduced in a particular area of study should illustrate the existence of debate, it is not realistic to expect that undergraduate students will have the opportunity to study every dispute relevant to a course or program. The professional judgment of teachers determines the content of courses.

### **Academic Freedom and Scholarly Community**

A college or university is a dedicated social place where a variety of competing claims to truth can be explored and tested, free from political interference. The persons who drive the production of knowledge and the process of education are highly trained professors, and they, through an elaborate process of review by professional peers, take responsibility as a community for the quality of their scholarship, teaching, and student learning. Trustees, administrators, policy makers, and other stakeholders also have important roles to play, but the faculty and their students stand at the center of the enterprise.

The development of a body of knowledge involves scientists or other scholars in developing their best ideas and then subjecting them to empirical tests and/or searching scholarly criticism.

Knowledge is not simply a matter of making an assertion but of developing the evidence for that assertion in terms that gain acceptance among those with the necessary training and expertise to evaluate the scholarly analysis. In order to contribute to knowledge, scholars require the freedom to pursue their ideas wherever they lead, unconstrained by political, religious, or other dictums. And scholars need the informed criticism of peers who represent a broad spectrum of insight and experience in order to build a body of knowledge.

One of the great strengths of higher education in the United States is the integration of scholarly research and educational communities. Students benefit enormously when their learning is guided by thoughtful and knowledgeable scholars who come from diverse backgrounds and who are trained to high levels in a variety of disciplines.

A discipline consists of a specialized community that, through intense collective effort, has formulated reliable methods for determining whether any particular claim meets accepted criteria for truth. But assertions from any single disciplinary community as to “what is the case” are themselves necessarily partial and bounded, because other disciplinary communities can and do provide different perspectives on the same topics. Economists, for example, see poverty through one set of lenses, while political scientists and historians contribute different, and sometimes directly competing, perspectives on the same issue.

Any assertion from a particular individual or a specific intellectual community is necessarily simpler than the complexity it attempts to explain and describe. This is the central reason both scholars and students must work within a communal setting that involves multiple academic disciplines, and that fosters an ethos of communication, contestation, and civility. By creating such communities of inquiry, the academy ensures that no proposal stands without alternatives or arrogates to itself the claim of possessing the sole truth. The advancement of knowledge requires that intellectual differences be engaged and explored even as individuals with different points of view are also respected.

### **Intellectual Diversity and the Development of Judgment**

Although one often hears that faculty “impart knowledge” to students, the reality is that, in a good liberal education, substantial time is devoted to teaching students how to acquire new knowledge for themselves and how to evaluate evidence within different areas of knowledge. To do this well, professors in the classroom also need academic freedom to explore their subjects—including contested questions and real-world implications—with their students.



To help students think critically about a subject or problem, faculty members need to take seriously what students already know or believe about that topic and engage that prior understanding so new learning modifies the old—complicating, correcting, and expanding it. This process of cultivating a liberal education is a journey that transforms the minds and hearts, and frequently the starting assumptions, of those involved—both teachers and students. Because knowledge is always expanding, the eventual destination is uncertain.

To develop their own critical judgment, students also need the freedom to express their ideas publicly as well as repeated opportunities to explore a wide range of insights and perspectives. The diversity of the educational community is an important resource to this process; research shows that students are more likely to develop cognitive complexity when they frequently interact with people, views, and experiences that are different from their own.

Expressing one's ideas and entertaining divergent perspectives—about race, gender, religion, or cultural values, for example—can be frightening for students. They require a safe environment in order to feel free to express their own views. They need confidence that they will not be subjected to ridicule by either students or professors. They have a right to be graded on the intellectual merit of their arguments, uninfluenced by the personal views of professors. And, of course, they have a right to appeal if they are not able to reach a satisfactory resolution of differences with a professor.

Learning to form independent judgments further requires that students demonstrate openness to the challenges their ideas may elicit and the willingness to alter their original views in light of new knowledge, evidence, and perspectives. Just as a crustacean breaks its confin-

*Students cannot be left with the notion that there is no legitimate way—beyond arbitrary choice—to determine the relative value of competing claims.*

ing shell in order to grow, so students may have to jettison narrow concepts as they expand their knowledge and develop more advanced analytical capacities. As they acquire the capacities to encounter, grasp, and evaluate diverse points of view, they also gain more nuanced, sophisticated, and mature understandings of the world. Every college student deserves to experience the intellectual excitement that comes from the capacity to extend the known to the unknown and to discern previously unsuspected relationships.

Students may, in the end, reaffirm the worldviews and commitments that they brought with them to college. But they should do so far more aware of the complexity of the issues at stake and far better able to ground their commitments in analysis, evidence, and careful consideration of alternatives.

#### **Teaching Students to Form Their Own Judgments**

Research shows that students tend to develop intellectual and ethical capacities through a series of predictable stages. Students frequently enter college with a “black and white” view of the world, see things as either good or bad, and expect their professors and textbooks to serve as definitive authorities. Part of the job of becoming educated involves breaking out of this dualistic mindset.

Students' growing awareness of intellectual diversity frequently leads to a second cognitive stage that may be described as naive relativism. Once students see that ideas and methods are contested, and that their teachers may differ among themselves about interpretations of truth on certain questions, students often decide that "any idea is as good as any other." While this is a predictable phase in their intellectual development, it is a phase that their teachers must recognize and challenge. Students cannot be allowed to be content with the notion that there is no legitimate way—beyond arbitrary choice—to determine the relative value of competing claims.

Thus it is vital that liberal education be organized to help students progress to a third, more mature, mental framework in which they form judgments—even in the face of continuing disagreement—about the relative merits of different views, based on careful evaluation of assumptions, arguments, and evidence. One of the central purposes of majoring in a particular discipline or academic field is to come to the understanding that different fields of endeavor provide well-grounded intellectual criteria for making decisions about alternative claims. Using these criteria, students can learn to discriminate by arguing the evidence, with the understanding that

*A good analysis does not simply ignore competing perspectives; rather, it takes them thoughtfully and carefully into account.*

arguments exist for the purpose of clarifying ideas, evaluating claims, considering consequences, and making choices.

In this process, it is important that students be asked to assess competing points of view and to address them in making their own arguments. A good analysis does not simply ignore competing perspectives; rather, it takes them

thoughtfully and carefully into account. Students need to learn, through the kind of extended and direct experience afforded by study in depth as well as general education courses, to be able to state why a question or argument is significant and for whom; what the difference is between developing and justifying a position and merely asserting one; and how to develop and provide evidence for their own interpretations and judgments.

Accomplishing this kind of educational result cannot be taken for granted or left to students' unaided musings. There must be curricular space, capable guides and models, and a supportive institutional culture to encourage students as they learn to develop their own critical judgments. Freedom to learn is indispensable for both students and professors as they examine and assess disparate points of view within and across disciplinary boundaries. In the best designed college curricula and assessments, ample opportunity exists for students both to work on these intellectual skills and to demonstrate to the community their level of achievement in analyzing complex questions.

Further, this kind of intellectual journey often has the greatest impact on students when they apply their knowledge and inquiry skills to issues and problems beyond the academy. Students sometimes envision education as being removed from the "real world," but direct involvement with communities beyond the academy can illustrate the actual power and significance of their learning. In such community settings, students may encounter new forms of intellectual diversity, forms that emerge from working with people whose histories, experiences, perspectives, and values may be

decidedly different from their own—and also, perhaps, from that of the scholarly community. Service learning, community-based learning, community action research, internships, study abroad, and similar experiences all provide opportunities for authentic learning that engage students in using their critical skills to understand and to better the world.

Those outside the academy readily see the enrichment value of providing students with hands-on experience in community or organizational settings. However, they must also recognize that real-world learning may involve students with issues and problems that have been highly politicized. Indeed, some of the same experiences that enhance the knowledge, skills, and motivation of students to become more engaged in civic betterment are precisely the ones that are politically contested. As a result, faculty whose courses include community-based learning experiences often find that they must help students assess controversial topics that—at first glance—might be thought extraneous to the subject of the course. When such controversial topics emerge, faculty have to use their professional judgment in deciding whether to devote class time to them. If they do, they have a responsibility to ensure that students hear and assess diverse views on these topics.

#### **The Ideal versus the Real**

Academic freedom is sometimes confused with autonomy, thought and speech freed from all constraints. But academic freedom implies not just *freedom from* constraint but also *freedom for* faculty and students to work within a scholarly community to develop the intellectual and personal qualities required of citizens in a vibrant democracy and participants in a vigorous economy. Academic freedom is protected by society so that faculty and students can use that freedom to promote the larger good.

This document articulates an ideal that is based on historic conceptions of academic freedom and extends those precepts to include responsibilities for the holistic education of students. In reality, practice often falls short of these norms. Departments and sometimes whole institutions do not always establish widely shared goals for student learning, programs may drift away from original intentions, and assessments may be inadequate. Some departments fail to ensure that their curricula include the full diversity of legitimate intellectual perspectives appropriate to their disciplines. And individual faculty members sometimes express their personal views to students in ways that intimidate them. There are institutional means for dealing with these matters, and in all of these areas, there is room for improvement. The key to improvement is clarity about the larger purpose of academic freedom and about the educational responsibilities it is designed to advance.

### About AAC&U

AAC&U is the leading national association concerned with the quality, vitality, and public standing of undergraduate liberal education. Its members are committed to extending the advantages of a liberal education to all students, regardless of academic specialization or intended career. Founded in 1915, AAC&U now comprises more than 1,000 accredited public and private colleges and universities of every type and size.

AAC&U functions as a catalyst and facilitator, forging links among presidents, administrators, and faculty members who are engaged in institutional and curricular planning. Its mission is to reinforce the collective commitment to liberal education at both the national and local levels and to help individual institutions keep the quality of student learning at the core of their work as they evolve to meet new economic and social challenges.

Information about AAC&U membership, programs, and publications can be found at [www.aacu.org](http://www.aacu.org).



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# 2022-2024 Faculty CBA


Final Audit Report

2022-05-11

Created:	2022-05-11
By:	Joshua Masters (jmasters2@olympic.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb27gNTG8839dgi1hJLq9tjct8eL2gmfg

## "2022-2024 Faculty CBA" History

-  Document created by Joshua Masters (jmasters2@olympic.edu)  
2022-05-11 - 5:10:43 PM GMT- IP address: 134.39.28.243
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2022-05-11 - 5:14:50 PM GMT
-  Email viewed by Craig Goodman (cgoodman@olympic.edu)  
2022-05-11 - 7:54:07 PM GMT- IP address: 73.19.123.252
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Signature Date: 2022-05-11 - 7:56:33 PM GMT - Time Source: server- IP address: 73.19.123.252
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