

Memorandum of Understanding
Between
Olympic College
And
Association for Higher Education – Olympic College

The Washington State Department of Corrections has contracted with the State Board of Community and Technical Colleges (SBCTC) to offer education services in facilities across the state, and Olympic College (the “Employer”) has been selected by SBCTC to offer education services in the Washington Corrections Center for Women and Mission Creek Corrections Center for Women (the “Corrections Institutions”) operated by the Department of Corrections (DOC).

To address the working conditions of this new venture, as they are currently understood, the parties agree as follows:

Section 1. Terms of Employment.

1.1. Collective Bargaining Agreement. Except for the provisions provided in this agreement, the Collective Bargaining Agreement between the Employer and the Association (CBA) applies to any bargaining unit member hired as a result of this agreement.

1.2. Type of Appointment. Corrections faculty are hired on “special funds” as defined in RCW 28B.50.851 and are considered contract faculty. Corrections faculty are not eligible for tenure. The Employer may hire annually reappointed (“annual”) full-time, temporary quarterly full-time, and part-time (adjunct) as faculty at Corrections Institutions. Full-time faculty hired under this Agreement teach in programs at Corrections Institutions are not included in any discipline or other Reduction in Force (RIF) unit outside of the Corrections Institutions. This does not prevent faculty hired under this agreement from applying for other positions, including tenure-track positions, at other campuses of the Employer.

Full-time faculty base pay will be determined by placement on the current faculty pay scale. Faculty hired into disciplines with High Demand Pay (Technical Design and Computer Information Systems) will receive a High Demand stipend in accordance with the negotiated HD scale.

Annual faculty at Correctional facilities will be eligible for rehire, with no limitations on the number of years. The rehire decisions will be based on a) the continuation of the Corrections Grant and the inclusion of that discipline in the DOC request, and b) the satisfactory performance of the faculty. Faculty may be hired on a 10-month, 3-quarter standard contract or a 12-month, 4-quarter contract with a total of 220 contract days. Faculty on 12-month, 4 quarter contracts will be paid their base pay plus an additional 30%.

1.3. Professional Development. The Employer may provide professional development opportunities (in person and/or remote) to faculty hired under this agreement at the Employer's discretion and expense. Full-time contracted faculty may apply for salary advancement per the CBA Section 22 and Appendix A.

1.4. Evaluation of annual full-time faculty (non-tenure track) for rehire. Annual faculty will be considered eligible for rehire for the next grant year after a successful annual review, to be completed during winter quarter. Faculty will complete student evaluations each quarter, but evaluations from only one quarter will be required for the rehire evaluation. Other considerations include:

1. Current professional/technical certification;
2. Maintenance of a current badge allowing access to the facilities;
3. Self-reflection on student evaluations from any quarter in the previous year;
4. Satisfactory review by the appropriate administrator, which will include at least one class observation and will take into account the faculty member's ability to contribute to a positive working and teaching environment for students and staff.

Faculty may bring other documentation showing contributions to the division to the administrator to be considered with the above required elements

Temporary full-time faculty hired for 2024-2025 automatically qualify for annual full-time (non-tenure-track) status without reapplication.

1.5. Adjunct Evaluation

The Associate Dean will be responsible for adjunct evaluation, with input from Student Evaluations and Peer Evaluations. The Associate Dean will be responsible for adjunct evaluation, with input from Student Evaluations and Peer Evaluations. Evaluations will follow the guidelines outlined in the current CBA (Appendix C, Section 4) with the exception that all courses require student evaluations regardless of employment length.

Section 2. Employment Conditions.

2.1. DOC Specific Requirements. Faculty hired to work in Correction Institutions must pass and maintain National Crime Information Center (NCIC) security clearance after beginning work at a Correction Institution. In the event of a failure, refusal, or inability to do so the Employer may terminate the employment of the faculty member. A new security clearance may be required every 5 years in accordance with the Prison Rape Elimination Act (PREA) standards. (DOC policy 810.015)

2.2. DOC Policy Compliance. Faculty hired to work in Correction Institutions must comply with all DOC policies. This includes mandatory training requirements such as the Non-Custody Correctional Worker (CORE) training within the first quarter of employment, and compliance with DOC policies, directives, and instructions. Failure, refusal, or inability to comply will result in disciplinary action. If DOC determines that a faculty member is no longer permitted to enter the facility, the disciplinary action would be immediate termination of the employment contract.

2.3. Leave. Requests for leave must be made seven (7) days in advance to the Associate Dean of Corrections. In the case of a bona fide emergency or unexpected illness, requests should be made as soon as possible. Approval of leave is at the discretion of the Associate Dean of Corrections, or their supervisor, and will consider the impact to the students and availability of substitute instructors.

2.4 Movement. In cases of restricted movement, cease-movement, or lockdown, contracted faculty must follow DOC policies, directives, and instructions. In cases when faculty are unable to meet student contact hours or unable to gain access to their assigned Institution due to movement or lockdown, faculty will continue to be paid for instruction time lost to movement or lockdown.

2.5 Termination. Termination under this Section will be accompanied by payment to the end of the current quarter when it happens during a quarter. No extra payment will be offered if termination happens before a quarter begins. Except for the payment provided in this subsection, termination for reasons under Section 2 is not subject to the grievance procedure.

Section 3. Workload for Full-Time Faculty

3.1. Work Days and Hours. Work at Correctional Institutions will be performed for up to 35 hours per week, in most cases 5 days per week, Monday through Friday. The workday generally consists of two (2) blocks of time (with students) with a break in between (with no students). The schedule is set by the facilities' Movement Schedule for the incarcerated students. Faculty can step out of the classroom for restroom breaks during the regular block without the necessity of someone stepping in. Faculty needing a longer break during a block can ask for staff or another faculty to cover in their classroom. Whenever possible, breaks should not disrupt student learning. All hours worked must be in the faculty's assigned Institution, unless preapproved by the Associate Dean of Corrections.

3.2. Schedule & Working Hours. The Employer may assign faculty classes to be offered on weekdays, evenings, or weekends. Full-time faculty input will be considered when planning the schedule. The Employer shall assign classes after the final schedule is approved by the Employer and the Department of Corrections. Exceptions to workdays and scheduled hours must be pre-approved by the Associate Dean of Corrections.

Faculty working hours at Corrections Institutions include contact hours and student hours. These hours are needed to meet the movement/block schedule of the facility. The schedules for the exact time of the blocks are determined by the DOC facility and may vary by as much as 30 minutes.

3.3. Contact Hours

3.3.1. Annualized Contact Hours: Contact hours are defined as hours of teaching content or structured labs. Lecture and lab hours for each class will be defined in course outlines.

3.3.2. Student Hours Student Hours are defined as hours in the classroom with students present when lecture/lab activities are not taking place.

The following describes the annualized contact hours, quarterly contact hours, and student hours required for faculty at Corrections by discipline:

Discipline or Class Type	3-Quarter Annualized Contact Hours (lecture/lab hours)	Quarterly Contact Hours (lecture/lab hours)	Student Hours (weekly)
GED Prep	60	20	10
HS Completion	60	20	10
Horticulture	75	25	5
CIS	60	20	10
Tech D	60	20	10
Business	45		
Dev. Ed	45	15	
Other Academic Disciplines (ENG, Math)	45		

Section 4. Responsibilities of Annual Full-Time and Temporary Full-Time Corrections Faculty

4.1. Essential Responsibilities. The essential responsibilities of full-time faculty hired under this agreement include:

- A. Provide quality teaching including related preparation and grading;
- B. Provide class syllabi to students enrolled in classes and to the division office;
- C. Teach assigned courses in appropriate disciplines in accordance with the college catalog, schedule of classes, course outlines, course syllabi, and departmental or college guidelines;
- D. Maintain accurate records of students and complete forms as required by the Department of Corrections;
- E. Participate in Corrections division meetings;
- F. Participate in OC all-faculty, academic discipline meetings, as class schedules, movement between facilities, and meeting modality permit;
- G. Participate in required accreditation, program evaluation, assessment, and documentation of student learning as class schedules, movement between facilities, and meeting modality permit;
- H. Complete course outlines;
- I. Develop and update curriculum.

4.2. Related Responsibilities. The parties recognize Corrections faculty will spend more time directly in the presence of students than their faculty counterparts on other campuses. Therefore, student hours are considered the related responsibility of full-time Corrections faculty.

Corrections faculty may engage in discipline or main campus activities when scheduling permits but are not required to do so.

Section 5: Responsibilities of Part Time (adjunct) Corrections Faculty

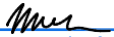
The essential responsibilities of part-time contracted Corrections faculty hired under this agreement include:

- A. Provide quality teaching including related preparation and grading;
- B. Provide class syllabi to students enrolled in classes and to the division office;

- C. Teach assigned courses in appropriate disciplines in accordance with the college catalog, schedule of classes, course outlines, course syllabi, and departmental or college guidelines;
- D. Maintain accurate records of students and complete forms as required by the Department of Corrections;
- E. Participate in Corrections division meetings, as schedules allow.

Section 6: Expiration

This MOU is effective through June 30, 2025. The MOU may be extended by mutual agreement of the Employer and the Association. Either party may request to renegotiate the MOU prior to the expiration date if new conditions arise.


Martin Cockroft (Apr 28, 2025 11:33 PDT)
Martin Cockroft
Vice President of Instruction
Olympic College

04/28/2025
Date signed

Craig Goodman
Craig Goodman (Apr 29, 2025 10:28 PDT)
Craig Goodman
President
Association of Higher Education - OC

04/29/2025
Date signed










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Final Audit Report

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