

Memorandum of Understanding Between Olympic College (EMPLOYER) And The Olympic College Association for Higher Education (AHE)

Olympic College (Employer) and the AHE (Faculty Union) agree to the following

1. The prior Pay-by-Enrollment MOU is extended until August 31st, 2024.
2. The new MOU as prescribed below is effective from Sept 1st, 2024 through June 30, 2025.

Minimum Enrollment Course Compensation

This MOU serves as a revision of the current Collective Bargaining Agreement, Appendix A-3: Workload Standards; Section 8: Minimum Enrollment Requirement (MER) and Supplemental Instruction. This agreement serves to revise compensation for courses that are not counted as part of a full-time faculty's annual load but are allowed to run under a faculty moonlight contract when falling below the minimum enrollment standards and/or courses allowed to run taught by adjunct faculty that fall below minimum enrollment standards.

This MOU will supersede the compensation outlined in the current Collective Bargaining Agreement as stipulated in Appendix A-3, Section 8.3.1 until this MOU expires.

Section 1. Conditions:

- 1.1. Low-enrolled classes may run under the pay-by-enrollment compensation schedule provided for in this MOU, which replaces the "supplemental mode" alternative to class cancellation as described in CBA Appendix A-3, Section 8.3.1
 - 1.1.1. Pay-by-enrollment is calculated as follows: number of students multiplied by number of contact hours multiplied by sixty dollars (\$60) as prescribed in the Compensation Schedule provided for in Appendix A of this MOU.
 - 1.1.2. The pay-by-enrollment compensation schedule includes Independent Study, Cooperative Education Supervision, Practicum Supervision, and Field Experience Supervision as described in CBA Appendix A-3, Sections 8.4, 8.5, and 8.6.
- 1.2. Low-enrolled classes are defined as class enrollment with up to fourteen (14) students or 60 percent (60%) of established class cap (whichever is lower).
- 1.3. The academic supervisor (dean) will reach agreement with the faculty to teach a course as Pay-by-Enrollment at least five (5) business days prior to the start of the quarter.
- 1.4. The amount of compensation will be determined on the fifth (5th) instructional calendar day of the quarter. The compensation amount will be based on enrollment at

that time and per Appendix A, Pay-By-Enrollment Compensation Scale.

- 1.4.1. Should a course fall below the established enrollment after the fifth (5th) instructional calendar day, the enrollment as calculated on the fifth (5th) instructional calendar day shall preside.
 - 1.4.1.1. Example: Should a quarter start instruction on a Monday, the 5th instruction calendar day is the Friday of that week. Should a quarter start on a Wednesday, the 5th instructional calendar day would be the following Tuesday.
- 1.4.2. Should a course increase enrollment to be above MERs prior to the established enrollment census date for the quarter, the course will be reappointed to standard course compensation. The enrollment census date is usually the 10th instructional day of the quarter.
- 1.5. Low-enrolled classes may still be canceled per section Appendix A-3, Section 8.3 of the current CBA and prior to a Pay-By-Enrollment agreement.
- 1.6. Low-enrolled classes may still be run according to CBA Appendix A-3, Sections 8.3.2 - 8.3.5 as referenced below:
 - 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.
- 1.7. In addition to items in 1.6:
 - 1.7.1. Faculty can overenroll classes used for load or moonlight. Overenrolled classes will be considered per section 8.2 of the CBA in averaging of annual course enrollments.
 - 1.7.2. Faculty can request a new class section be created that could be pay-by-enrollment unless the new section meets MERS.
- 1.8. The decision to run a course as pay-by-enrollment is made by the Employer in agreement with the faculty member assigned to the course.
- 1.9. Full-time faculty will be paid for courses taught as pay-by-enrollment at the end of the quarter. Adjunct faculty will be paid starting the second faculty pay date of the quarter in accordance with established faculty pay dates per the CBA.

Signed and dated this 31st day of July, 2024

The Olympic College Association of Higher Education (Faculty Union)



Craig Goodman
OCAHE President

Olympic College (Employer)



Martin Cockroft
Vice President of Instruction

Appendix A: Pay-By-Enrollment Compensation Scale

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Payment by Enrollment (PBE) is calculated as: (contact hours x students x \$60)

Number of contract hours *multiplied* by number of students *multiplied* by current payrate.

Pay By Enrollment (PBE) Compensation Schedule

Header: Number of Students

Column: Weekly Contact Hours

-	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	\$60	\$120	\$180	\$240	\$300	\$360	\$420	\$480	\$540	\$600	\$660	\$720	\$780	\$840
2	\$120	\$240	\$360	\$480	\$600	\$720	\$840	\$960	\$1,080	\$1,200	\$1,320	\$1,440	\$1,560	\$1,680
3	\$180	\$360	\$540	\$720	\$900	\$1,080	\$1,260	\$1,440	\$1,620	\$1,800	\$1,980	\$2,160	\$2,170	\$2,340
4	\$240	\$480	\$720	\$960	\$1,200	\$1,440	\$1,680	\$1,920	\$2,160	\$2,400	\$2,640	\$2,880	\$3,120	\$3,360
5	\$300	\$600	\$900	\$1,200	\$1,500	\$1,800	\$2,100	\$2,400	\$2,700	\$3,000	\$3,300	\$3,600	\$3,900	\$4,200
6 or more	\$360	\$720	\$1,080	\$1,440	\$1,800	\$2,160	\$2,520	\$2,880	\$3,240	\$3,600	\$3,960	\$4,320	\$4,680	\$5,040

Notes:

1. Low-enrolled classes may run under this compensation schedule, which by MOU replaces the “supplemental mode” alternative to class cancellation as described in CBA Appendix A-3, Section 8.3.1
2. Low-enrolled classes may still be canceled prior to any PBE agreement reached with a faculty member.
3. Low-enrolled classes may still be run according to CBA Appendix A-3, Section 8.3.2 – 8.3.5
4. This compensation schedule includes Independent Study, Cooperative Education Supervision, Practicum Supervision, and Field Experience Supervision as described in CBA Appendix A-3, Sections 8.4, 8.5, and 8.6
5. PBE may be used for classes with up to **14** students or **60 percent of class cap** (whichever is lower)

REFERENCE: Current CBA, Appendix A-3

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.