

**Memorandum of Understanding between
Olympic College and Olympic College Association for Higher Education**

Due to the COVID-19 pandemic, the parties agree to the following:

Whereas, Olympic College Association for Higher Education (OCAHE) and Olympic College (Employer), the “parties”, share an interest in maintaining the health and safety of all members of our community;

Whereas, OCAHE is the sole representative of faculty employees. Any agreement reached between the parties shall apply to all OCAHE represented employees;

Whereas, the impact of the coronavirus pandemic is resulting in widespread concern across the community regarding the potential of continued spread of the virus;

Whereas, the Employer is committed to assist in community and nationwide efforts to limit the spread of the virus;

Whereas, Public Health continues to provide guidelines and recommendations regarding CTCs;

Whereas, Governor Jay Inslee issued Proclamations 20-05, 20-12, et seq., and 20-25, et seq. specifying COVID-19 health and safety protocols for higher education institutions and state employee;

Now therefore, the parties agree to the following for the Fall 2021, Winter 2022, and Spring 2022 terms:

Section 1) Technical Support, Training, Additional Work

1.1. The Employer shall provide hotspots and other needed technology or equipment to employees who do not have adequate internet services or infrastructure at home when faculty are teaching online courses. Employees who live in areas where internet service is not an option will be provided alternative opportunities on a case-by-case basis.

1.2. If the Employer does not have the equipment available and with prior approval by the supervising academic administrator (dean), employees will be reimbursed for purchases made that directly support their instructional practice. This shall include equipment purchased for remote instruction.

1.3. Training and participation in professional development is highly recommended for all faculty to ensure 1) they acquire knowledge and tools to support online learning and 2) student learning outcomes are met.

1.4. Registration for trainings described in this MOU will be offered through April 15, 2022, in order to estimate funds needed and to reallocate excess funds. The two trainings indicated below cannot be used for professional development units.

1.4.1. Online Teaching Expectations Training. Olympic College will provide an online professional development course that supports meeting the Olympic College Online Teaching Expectations. All faculty (full-time and adjunct) employed in academic year 2021-22 (Fall 2021, Winter 2022, and/or Spring 2022) will have an opportunity to take the course. Course enrollments will be offered at least once per month beginning in December 2021 and through May 2022. Faculty who achieve competency in the course based on standardized assessment will receive a \$500 stipend.

1.4.2. Trauma Informed Care Training. Olympic College will provide online Trauma Informed Care training to help employees better support students who may be experiencing trauma. All faculty (full-time and adjunct) employed in academic year 2021-22 (Fall 2021, Winter 2022, and/or Spring 2022) will have an opportunity to take the full training. Training enrollments will be offered at least once per month beginning in January 2022 through May 2022. Faculty who successfully complete the full training will receive a \$500 stipend.

1.5. The Center for Learning Innovation (CLI) will track and submit stipends for faculty completing the Online Teaching Expectations and/or the Trauma Informed Care training. Stipend contracts will be submitted for payment at least quarterly through May 2022:

- Stipends submitted by December 15, 2021, for work completed by end of Fall Quarter 2021 contract days; payments received by January 25, 2022
- Stipends submitted by March 31, 2022, for work completed by end of Winter Quarter 2022 contract days; payments received by May 10, 2022
- Stipends submitted by May 31, 2022 for work completed by May 24, 2022; payments received by June 25, 2022.

1.6. Additional Curriculum Work. Adjunct faculty (with prior dean approval) or full-time faculty may petition for additional compensation for COVID-19 related work that goes beyond expected essential duties or curriculum development expectations. Petitions will be sent to the faculty dean for approval. Deans will have discretion on whether work is compensable and the amount of additional compensation to be awarded. Additional compensation petitioned for in this manner cannot exceed \$3,000 for the academic year. Funds will be paid as a single stipend and paid prior to the end of the academic year. Petitions for additional curriculum work must be received by April 15, 2022.

1.7. The CLI will work with HR and Payroll to ensure timely payment of stipends described in this MOU. Notification concerning delays in payment for any reason will be sent by email to affected faculty and in writing to the Association.

Section 2) Adjunct Student Support

2.1. The parties recognize that students may need additional assistance in navigating courses or in achieving their learning objectives in this ongoing pandemic environment. Adjunct faculty teaching hybrid or online synchronous courses, who schedule at least one hour per week of in-person or live synchronous time, outside of normal class times, to meet with students may be compensated at \$40 per hour and not to exceed \$400 per quarter. To be eligible for this compensation the adjunct faculty member must:

- 2.1.1. Teach hybrid-or synchronous online course(s), *and*
- 2.1.2. Post a syllabus that is available to their students that includes pre-scheduled hours that are convenient for most students, *and*
- 2.1.3. Include in the syllabus all information needed, such as links or passwords, for a student to attend these sessions, *and*
- 2.1.4. Be available during and attend those scheduled times either in-person or a live synchronous format such as phone, Zoom, or live chat in which students may drop-in, *and*
- 2.1.5. Submit the syllabus as part of the petition, *and*
- 2.1.6. Provide this contact opportunity to all students being taught in the quarter, *and*
- 2.1.7. Notify their respective dean when cancelling any of these sessions during the quarter. Any cancelled session(s) must be rescheduled for a day/time within the same week. Any deviation must be approved by the respective dean.

2.2. Petitions for adjunct student support hours will be reviewed and approved or denied by the adjunct faculty's dean.

2.2.1. Submitting Petitions. The Employer will provide a standardized process for submitting petitions. No compensation for adjunct student support hours will be awarded without a petition. Submission deadlines will be established for each quarter.

2.2.2. Denied Petitions. The respective Dean will provide any denied petitioner a reason for denial in writing. Denied petitions may be corrected and resubmitted for consideration through April 15, 2022. Petitions resubmitted after April 15, 2022 will be denied and no reconsideration or opportunity to cure a deficient petition will be available. Such denials are not subject to the grievance procedure. The Employer shall provide the Association with copies of denied petitions and reason for denial upon request of the Association.

2.3. The Center for Learning Innovation (CLI) will track and process stipends for faculty approved by their dean for adjunct student support hours. Stipend contracts will be

submitted for payment at least once a quarter through April:

- Stipends submitted by December 15, 2021, for petitions approved by end of Fall Quarter 2021 contract days; payments received by January 25, 2022
- Stipends submitted by March 31, 2022, for petitions approved by end of Spring Quarter 2022 contract days; payments received by May 10, 2022
- Stipends submitted by April 15, 2022 for petitions approved by April 25, 2022; payments received by June 10, 2022.

2.4. The CLI will work with HR and Payroll to ensure timely payment. Notification concerning delays in payment for any reason will be sent by email to affected faculty and in writing to the Association.

Section 3) Terms, Limits, Savings, and Reporting

3.1. Compensation Cap. Total compensation awarded in this MOU shall not exceed \$400,000.00. Compensation that would bring the total cost of this Agreement beyond this limit may be denied. At any time whereby total compensation reaches this limit, the Employer will notify the Association and no further compensation will be considered without agreement by the Employer and Association.

3.2. Excess Funds. Any funds allocated to this MOU, up to the cap in Section 3.1 that are not obligated by April 15, 2022 to work in this MOU may be allocated to any purpose as the College may decide within applicable law and any existing bargaining obligations.

3.3. Reporting. The Employer shall produce a report on total compensation awarded for work included in Sections 1 and 2 of this MOU. The Employer will provide this report to the Association by June 30, 2022.

Section 4) Duration

4.1. This MOU shall remain in effect until June 30th, 2022. All other provisions of the collective bargaining agreement will remain in full effect.

4.2. The provisions of this agreement are subject to any future actions of or directions by the legislature, state or federal, or the Governor of the State of Washington. In the event such actions are taken that amend current conditions as of the signing of this agreement or conflict with this agreement, the employer and the Association will meet within 10 days of notification to rectify such conflicts.

4.3. 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.

SIGNATURES

OC AHE



11/19/21

_____ Date _____

Craig Goodman
President, OC Association for Higher Education

OLYMPIC COLLEGE



11/19/21

_____ Date _____

Martin Cockroft
Interim Vice President for Instruction