

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

Due to the Employer's decision to transition most courses to fully online instruction for Summer 2020, to meet guidelines set by the State, the parties agree to the following:

**Section 1. Instruction Schedule & Delivery**

- 1.1. Instruction will proceed as scheduled in the 2020-2021 Instructional Calendar.
- 1.2. Instruction will be delivered primarily online for Summer 2020, whether by synchronous or asynchronous mode. Exceptions must be approved by the Safe Start Task Force. All state health and well-being protocols required will apply to all in-person instructional settings.
- 1.3. Should Washington State allow the college to re-open campuses to the public, no faculty member will be required to teach a class currently scheduled or being taught online in an in-person modality.
- 1.4. Any in-person instruction is at the discretion of the instructor and agreed to by the division dean and the Safe Start Task Force prior to the beginning of any in-person instruction. All state health and well-being protocols in place will apply to all in-person instructional settings.
- 1.5. Should faculty have technology and/or internet access problems, they should contact the helpdesk (IT) and their division office to receive the appropriate support to assist teaching remotely.

**Section 2. Online Class Modification, Transition, & Compensation**

- 2.1. In accordance with the provisions of this MOU, the Employer shall compensate any faculty member modifying unique class(es) from in-person to online and that is taught in Summer 2020 at a rate of \$200 per credit up to a maximum of \$3,000 and paid at the end of summer 2020.
- 2.2. Compensation is limited to the following terms and conditions:

- a) Classes that have been taught fully online in the past two years, regardless of the faculty member who taught the course, will not be eligible for this compensation.
- b) Classes that have been proposed to be taught online in the past year, regardless of the faculty member who made the proposal, will not be eligible for this compensation.
- c) Faculty teaching two or more sections of the same course will be compensated for only one class transition.
- d) Faculty who completely transition a class for online but are unable to teach the class will retain the online class transition compensation. If the class is taught by another faculty member, the individual teaching but not developing the online course will not receive compensation for transitioning the course online.
- e) Class modification will be verified via the submission of a self-assessment checklist (same one used in spring 2020) as provided by the Center for Learning Innovation. The self-assessment checklist must be submitted by July 31. Self-assessment checklist must be submitted timely to receive compensation.
- f) Multiple faculty who teach the same unique course (not previously taught online in the past two years):
  - i. May select a faculty-lead to develop a course shell to share ahead of the start of the quarter, and the faculty-lead who develops the online shell will receive the compensation for transitioning course online, OR
  - ii. May share the stipend (equivalent to one course transitioned) for transitioning the course online among the multiple faculty teaching the same unique class.
- g) Only courses identified by faculty and approved by the appropriate deans may be compensated under the terms of this MOU.
- h) Faculty teaching classes that represent several courses grouped together (a clustered class) may only receive class modification compensation for one of the clustered courses. Any faculty teaching a clustered class will, in addition to any class modification compensation, receive additional compensation of \$250 to address the additional work of the clustered course.

### **Section 3. Training & Evaluations**

- 3.1. Training and participation in professional development is highly recommended for all faculty to ensure 1) they have tools to support online learning and 2) student learning outcomes are met. The Center for Learning Innovation will provide professional development that supports online instruction and provide all faculty with a self-assessment checklist for online class instruction and design. The expectation is that faculty will conduct the self-assessment and conduct their online instruction and class(es) to the best of their ability.
- 3.2. The college will conduct student evaluations for all summer online courses using the standard online college form to be updated by the Center for Learning Innovation. These evaluations will be primarily used for the purpose of collecting formative data in support of online instruction. Student evaluations will not be used in consideration for tenured, tenure track, or adjunct faculty for performance evaluation.

#### **Section 4. Additional Conditions**

- 4.1. The Employer shall not challenge a request for unemployment compensation.
- 4.2. Faculty may volunteer to participate in performing student check-in duties (i.e. taking student's temperature) that are associated with safety protocol duties related to pandemics, but no faculty member shall be required to perform duties beyond those agreed to in the current Collective Bargaining Agreement and the Employer shall not offer compensation for such voluntary work.
- 4.3. The parties agree the terms of this MOU are based on and in response to a particular set of circumstances and will not be deemed to be precedent for any future negotiations, or deemed to be an indication of future levels of compensation, or promise of future compensation for course transitioning.

#### **Section 5. Term of MOU & Savings**

- 5.1. This MOU is limited to Summer 2020 and expires at the end of the summer term.
- 5.2. 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.

5.3. The provisions of this Agreement shall be subject to any future actions of or directions by the Legislature or Governor 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.



OCAHE \_\_\_\_\_  
Date

By Craig Goodman  
Title OCAHE Chief Negotiator  
Date 07/08/20



OLYMPIC COLLEGE \_\_\_\_\_  
Date

By: Dr. Mary Garguile  
Title: Vice President for Instruction  
Date: July 10, 2020