

MEMORANDUM OF UNDERSTANDING
Between
BATES TECHNICAL COLLEGE
And
BATES TECHNICAL COLLEGE LOCAL 4184 AFT WASHINGTON / AFL-CIO

GENERAL EDUCATION DEFINITION

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between Bates Technical College (“College”) and Bates Technical College Local 4184 AFT Washington / AFL-CIO (“Union”).

WHEREAS, the College and the Union are parties to a collective bargaining agreement (“CBA”) in effect July 1, 2021 through June 30, 2024 containing information regarding General Education employees; and

WHEREAS, the College desires to clarify the definition of General Education in order to execute the intent of Section 7.6.6(c) in the 2021-2024 CBA; and

WHEREAS, the College is accredited by the Northwest Commission on Colleges and Universities (NWCCU) and their definition of general education is described as, “An essential collegiate-level component of associate and baccalaureate degree programs designed to foster effective independent lifelong learning by introducing students to the content and methodology of the major domains of knowledge.”; and

WHEREAS, the general education major domains of knowledge as defined by the Intercollege Relations Commission (ICRC) as college-level (100-level and above) courses in communications, quantitative, humanities, social sciences, and natural sciences; and

WHEREAS, the 2020-2021 Bates Technical College Faculty Handbook describes General Education Requirements as, “Generally, 15 credits of 100-level courses or above that require students to take courses in a variety of disciplines or subjects which apply to programs that culminate in an Associate Degree.”; and

WHEREAS, the parties recognize that while below 100-level courses in the major domains of knowledge do not qualify as “general education” according to the NWCCU and the ICRC definitions, the College has previously used the term “general education” to include non-college-level courses (below 100-level); and

WHEREAS, many of the part-time faculty who previously have taught 80-level and above courses in the major domains of knowledge were paid for one additional hour of work for every four (4) hours of instruction in compensation for course preparation time; and

WHEREAS, the parties agree to collaboratively work together to align operational definitions of general education with accreditation and state standards in future bargaining agreements.

AGREED BY AND BETWEEN THE PARTIES, in consideration of the mutual understanding contained herein, that:

1. Article 1.1 *Definitions* of the CBA is hereby amended as follows on the effective date of this MOU:

General Education – 100-level and above college courses in the major domains of knowledge such as communication, quantitative, humanities, natural science, and social sciences that are required to fulfill certificate, associate, and baccalaureate credentials. The ICRC Handbook is a source for identifying general education courses.

Related Instruction – 100-level and above college courses in program-related areas of communication, computation/quantitative, and human relations for applied or specialized associate degree or certificate programs of 45 quarter credits in length.

Developmental Education – 90-level courses designed to help students improve the fundamental academic skills (particularly in writing, reading, and math) needed to achieve success in college-level courses.

Transitional Studies – 80-level or below courses designed to address skill deficiencies and prepare students to enter college level courses, vocational or technical programs, or the workplace.

2. The College agrees to pay part-time faculty who teach 80, 90, and 100-level and above courses defined above one (1) additional hour of work for every four (4) hours of instruction in compensation for course preparation time for the remainder of the CBA. This does not include courses in Career Training Programs, Career Training Education (CTE) Teacher Prep, Tech High School Career Training Programs, I-BEST, Apprenticeship, International, ESL, and Continuing Education.
3. The parties acknowledge that their respective decisions to enter into this MOU do not constitute an admission of wrongdoing or liability by either party.
4. The venue for any action to enforce or interpret this MOU shall be made through the grievance process provided in the applicable collective bargaining agreement between the College and the Union.

5. This MOU shall be effective when signed by both parties. This MOU does not establish a past practice and shall not be cited as a precedent in any future dispute or grievance between the parties.
6. Except as described in this Memorandum, the terms and conditions of the Agreement will remain in effect during the duration of the 2021-2024 collective bargaining agreement and will not be used to set precedent in future contracts.
7. This Agreement constitutes the entire agreement between the parties relating to the matters set forth herein. Except as expressly provided herein, this Agreement supersedes all prior communications, oral or written, between Bates Technical College and the Union regarding the subject matter hereof.
8. No revision or waiver of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, we have set our hands on the dates indicated.


BATES TECHNICAL COLLEGE
1101 S. Yakima Ave.
Tacoma, Washington 98405



Kameil Borders
Executive Director of Human Resources

August 4, 2022
Date

BATES TECHNICAL COLLEGE LOCAL 4184
AFT WASHINGTON / AFL-CIO



Jim Androy
Faculty Union President

27 JUL 2022
Date

