
PORTION OF AGREEMENT
RELATING TO
CORRECTIONS EDUCATION

REVISED: JUNE 2026

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Preamble

Employees of Grays Harbor College (GHC) hired as faculty to work in corrections education are also subject to the agreements listed below. This portion outlines the different circumstances related to the nature of employment, its funding, and safety precautions in correctional settings. Being a GHC faculty member at a corrections education center means you are a GHC employee solely employed by Grays Harbor College. These positions are funded through a Department of Correction (DOC) Interagency Agreement with the State Board of Community and Technical Colleges (SBCTC). This funding makes faculty subject to RCW 28B.50.870. If the Interagency Agreement does not continue, for any reason, corrections faculty will no longer have guaranteed employment with Grays Harbor College.

Corrections education faculty at SCCC and the WCCW shall be treated as a separate unit as respects selection, retention, reduction in force or dismissal. Working within corrections comes with its own risks, including personal safety. As a result, corrections faculty are expected to abide by all rules and regulations of DOC – including PREA (Prison Rape Elimination Act), which includes mandated annual training and CORE training (Corrections Officer Training).

Additionally, DOC is not a party to the bargaining agreement between GHC and the Faculty Union.

Lastly, teaching at correctional facilities cannot be done remotely and requires ability to physically access the premise. If DOC access to the facility is lost, faculty will be unable to continue employment with GHC.

ARTICLE I: RECOGNITION

GHC hereby recognizes the Grays Harbor College Federation of Teachers as the exclusive negotiating representative for all Community College District No. 2 faculty as defined in chapter 28B.52 RCW.

Section 1. Definitions

- A. **Faculty** - Faculty shall mean any teacher, counselor, or librarian who is employed by GHC. Excluded are classified employees, student employees, the chief administrative officers, and any administrator, and other exempt employees in GHC who are excluded by law pursuant to RCW 28B.52 or any subsequent legislation. For purposes of administering this contract, the following categories are created:
 - 1) **Full-time faculty** are annually contracted teachers, counselors, or librarians who are paid based on the salary schedule in Appendix B. Full-time faculty may be:
 - a. **Tenure-track**, either probationary or tenured;
 - b. **Non-Tenured**, who are pursuing credentials to enter the tenure-track or who are funded through and have administrative management responsibility (less than 50% time) for grants.
 - c. **Temporary Full-Time**, temporary full-time faculty position (not to exceed eight quarters including summer). Some example scenarios – faculty filling in for FT faculty on leave, filling vacancies created by unexpected departure, filling newly developed positions, etc.
 - 2) **Pro-rata faculty** are contracted annually or quarterly and are paid a percentage (90%) of a full-time salary based upon the salary schedule. Pro-rata employees are:
 - a. Proportional faculty whose appointments are partly academic and partly in another area; or

- b. Faculty who teach a full instructional load and conduct office hours, participate in outcomes assessment, and are not expected to perform additional professional duties.
- 3) **Part-time faculty** are contracted quarterly. Other part-time ancillary contracts are issued for durations required by the specific appointment. All part-time faculty are paid a salary according to the rates established in **Appendix C**.
- B. **Administrator** - Administrator shall mean any individual designated by GHC to perform administrative duties 50% or more of the time.
- C. **Faculty Titles** - Tenured faculty may use the title of Professor. Non-tenured faculty may use the title of Instructor.

ARTICLE II: MANAGEMENT RIGHTS / RESPONSIBILITIES

Master contract applies.

ARTICLE III: WORKING CONDITIONS

Section 1. Non-discrimination - Master contract applies.

Section 2. New Faculty – Master contract applies.

Section 3. Academic Freedom - Master contract applies except those areas where the safety and security of the staff and offenders within corrections education might be compromised.

Section 4. Faculty Liability - Master contract applies.

Section 5. Copyrights and Patents - Master contract applies.

Section 6. Faculty Authors Using Their Books in Their Classes – Master contract applies.

Section 7. Safety - Although safeguards are implemented to protect staff, the work performed in a correctional setting is done in an environment where the potential for violence exists. Corrections faculty are expected to follow all DOC rules and regulations. Some of these include:

- a. **Training:** All full-time contracted Faculty are required to undergo CORE training. Annual in-service and online trainings are mandatory for all faculty.
- b. **PREA:** The Prison Rape Elimination Act is a 2003 federal law prohibiting sexual misconduct in correctional settings. DOC policies regarding sexual misconduct apply to all incarcerated individuals as well as employees, contractors, and volunteers. Faculty are expected to undergo PREA training and are subject to its rules and regulations.
- c. **Keys, Radios, and Assigned Electronic Devices:** Faculty will be assigned keys and radios in addition to electronic devices (personal electronic devices are not allowed inside of corrections sites). They are responsible for the proper use and security of these items and must report damage or loss of them immediately.

- d. Post Orders: Post Orders will be in each classroom and contain information relating to safety and security in relation to educational work.

Section 8. Use of Facilities - Master contract applies with the following exceptions:

- A. DOC policies shall regulate who is given access to buildings/rooms.
- B. Individual offices are not available. Office space for faculty is subject to DOC policy and space allocation.
- C. Faculty will be given an email address from the DOC and from GHC. Both should be checked at least once each working day.
- D. Faculty will not be assigned a specific parking space, nor will reserved parking for instructors be available at correctional facility.

Section 9. Individual Contracts and Pay Periods - Master contract applies with the following exceptions:

- 1) Salary dates for faculty in corrections education will occur on the 10th and 25th of each month of instruction, but the months may differ from the main campus based on a need to provide year-round instruction.

Section 10. Faculty Personnel Files - Master contract applies with the understanding that faculty files may also contain NCIC background checks and fingerprinting documentation.

Section 11. Due Process/Representation - Master contract applies with the understanding that union members that might represent an employee would have to pass an NCIC background check in order to come into the facility. These background checks take approximately two weeks so there would need to be a standing list of people who could be contacted.

Section 12. Substance Use - Faculty working in corrections education must be able to work in a drug/alcohol-free and a tobacco-free environment. Drug testing may be required, if requested by the DOC.

Section 13. Lockdown

- A. Applicable DOC policies and regulations shall apply during a lockdown.
- B. In the event of a lockdown:
 - 1) Faculty will be provided with clear instructions about sick leave, Labor and Industries leave and shared leave;
 - 2) Faculty will not be subject to any reduction-in-pay if they are unable to teach due to not being able to access facility and will be assigned approved activities.
 - 3) That prevents teaching from occurring for more than three standard movements, classes will be canceled for the morning/afternoon by notification of the dean and faculty will be assigned approved activities and not be subject to attendance at facility. Evening classes will be evaluated by the dean or designee and notification of faculty will occur by 4pm when possible.
 - 4) That prevents faculty from leaving the facility beyond their scheduled working hours, faculty will comply with DOC directives and be compensated at the hourly ancillary non-instructional rate as appears in Appendix C.

Section 14. Telework Procedures – Faculty are not eligible for telework status without prior approval from the dean in compliance with the Interagency Agreement between SBCTC and DOC.

ARTICLE IV: WORKLOAD AND TERMS OF EMPLOYMENT

Section 1. Responsibilities and Work Week

A. Full-time Faculty

- 1) Responsibilities - Master contract applies except that the weekly average shall be thirty-five (35) hours per week. (Note: Due to the nature of corrections education, scheduled office hours/study hall and advising with students present are an expectation for all FT faculty)
- 2) Work Week - Typically the workweek shall be five days per week with daily class assignments within a nine-hour span, or four days per week with class assignments within a 13-hour span. Schedules that involve weekend class assignments or exception to the typical workweek may be developed in response to DOC programming and constraints. Individual schedules shall be developed by the Dean for Education, assisted by the division chair, in consultation with affected faculty.
- 3) Planning Days - Corrections faculty will have nine annual planning days which will be determined by the calendar committee.

B. Pro-Rata Faculty

- 1) Responsibilities - Master contract applies.
- 2) Participation in Meetings - Master contract applies.

C. Part-Time Faculty

- 1) Responsibilities - Master contract applies.
- 2) Participation in Meetings - Master contract applies.

Section 2. Academic Calendar

- A. **Academic Calendar** Master contract does not apply. The annual contract for full-time faculty in corrections education will be for 212-214 days. Such days shall be assigned within four (4) calendar quarters. Corrections education will operate under its own calendar which will be proposed by the calendar committee and approved by the president.

Section 3. Overload - Master contract applies.

Section 4. Additional Remuneration - Master contract applies except that "off-campus peers" shall be "peers away from their usual work station."

Section 5. Outside Employment - Master contract applies.

Section 6. Instructional Loads - The master contract applies with the understanding that the annual load for full-time corrections education faculty shall be 60 load hours within the 212-214 day contract (for the CTAP program faculty, non pro rata duties will be completed during their non instructional quarter). Non-teaching duties such as office hours and advising will be included in the instructional time for Basic Skills and Industrial Vocational courses.

Contact hours are based on the requirements in the INTERAGENCY AGREEMENT BETWEEN THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS AND STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES.

Load hours for faculty teaching Basic Skills and Vocational courses will be calculated on the basis of 1.5 lecture hours equals one load hour.

Load hours for faculty teaching Academic, Pre-College and Reentry Life Skills courses will be calculated on the basis of 1 lecture hour equals one load hour.

Section 7. Alternate Contract/Summer Quarter - The master contract does not apply.

Section 8. Faculty Participation in College Governance - The master contract applies with acknowledgement that DOC contractual obligations present challenges for college committee participation and that will be taken into consideration when assigning committee membership.

ARTICLE V: LEAVE POLICY

Section 1. Professional Leaves

- A. Sabbatical leaves - The master contract does not apply. The DOC does not fund sabbatical leaves.
- B. Faculty Development Leave - The master contract applies. College will budget professional development funds for corrections education faculty and annually will describe what funds are available and how to access those fund.
- C. Retraining Leave - The master contract does not apply. The DOC does not fund retraining leaves.

Section 2. Leave Without Pay – The master contract applies.

Section 3. Sick Leave

- A. Accrual of Sick Leave - The master contract applies.
- B. Attendance Incentive Program - The master contract applies.
- C. Compensation at Retirement or Death - The master contract applies.
- D. VEBA - The master contract applies.

Section 4. Domestic Violence, sexual assault, and stalking leave – The master contract applies.

Section 5. Granting of Leave - Master contract applies except where noted below.

- A. Absence Because of Illness, Injury or Emergency – When faculty cannot appear for work because of illness, injury or emergency, and did not know about the need for absence in advance, they shall notify the college according to administrative procedures established by the Dean of Corrections Education.

- B. Personal Leave Days – The master contract applies except the process shall be through the Dean for Corrections Education or designee.
- C. Parental Leave – The master contract applies, however, the return of the faculty member does not need to coincide with the beginning of an established quarter.

ARTICLE VI: GHC FEDERATION OF TEACHERS LOCAL #4984 RIGHTS

Section 1. Public Information - The master contract applies.

Section 2. Distribution of Contract - The master contract applies.

Section 3. Professional Organizations - The master contract applies.

Section 4. Representation to Board of Trustees' Meetings - The master contract applies.

Section 5. Conducting GHCFT Business - The master contract applies subject to DOC access and/or security regulations.

Section 6. Use of Facilities - The master contract applies subject to DOC rules and regulations.

Section 7. Bargaining Unit List - The master contract applies.

Section 8. Release Time for GHCFT - The master contract does not apply. It is contingent upon the DOC contract funding.

Section 9. New Faculty Orientation - The master contract applies subject to DOC access and regulations.

Section. 10 Union Dues Deduction – The master contract applies.

Section 11. Dues Cancellation – The master contract applies.

ARTICLE VII: HIRING OF FACULTY

Section 1. Qualifications - The master contract applies.

Section 2. Procedures for Hiring Full-time Faculty - The master contract applies.

Section 3. Procedures for Hiring Pro-Rata Faculty – The master contract applies.

Section 4. Procedures for Hiring Part-time Faculty - The master contract applies.

ARTICLE VIII: REVIEW OF FACULTY

Section 1. Tenure Review

- A. Intent - The master contract applies with the understanding that anyone who may want to come into a correctional setting to perform any type of review is subject to passing an NCIC background check.
- B. Selection of the Tenure Review Committee - The master contract applies except to replace the student representative (position four) with a DOC employee as designated by the Superintendent of the prison and where it has the Vice President of Instruction, this be changed to " Vice President of Learning & Student Success, or designee."
- C. Creation of Tenure Committee Documents - The master contract applies.
- D. The Tenure Review Procedures - The master contract applies with the understanding that for tenure purposes the three (3) calendar quarters worked in full-time status of each year shall be specifically identified to the individual and that reports submitted to the committee could come from the DOC staff.

Section 2. Post-Tenure Review - The master contract applies with the understanding that the Vice President of Learning & Student Success can designate another administrator to complete the duties as described in this section and an addition to the "multi-part evaluation" to include a fifth section with information from the DOC staff.

Section 3. Evaluation of Non-tenured Faculty - The master contract applies.

Section 4. Evaluation of Part-time, Full-time Temporary, and Pro-Rata Faculty – The master contract applies.

ARTICLE IX: DISMISSAL

Section 1. Master Contract Applies.

Section 2. Dismissal Process of Tenured and Probationary Faculty - The master contract applies with the understanding that sufficient cause for dismissal could include failure to meet the standards and expectations of the DOC. In the event DOC removes access, DOC may or may not share reasoning for access removal. Where possible and when legally permissible, the administration will share information related to access removal to the faculty member.

Section 3. Informal Meeting – The master contract applies except the faculty member shall have the right to two (2) GHCFT representatives at this meeting.

Section 4. Dismissal Review Committee - The master contract applies except when the person under consideration for dismissal is a faculty member in corrections education - the student representative on the committee would be replaced with a DOC employee as designated by the Superintendent of the prison.

Section 5. Formal Procedure Relating to the Dismissal of Tenured and Probationary Faculty - The master contract applies.

Section 6. Procedural Rights of Affected Faculty - The master contract applies subject to DOC cooperation.

Section 7. Duties and Responsibilities of the Dismissal Review Committee- The master contract applies.

Section 8. Presiding Officer's Appointment and Duties - The master contract applies.

Section 9. Final Decision by the Board of Trustees - The master contract applies.

Section 10. Appealing the Board of Trustees' Decision - The master contract applies.

Section 11. Suspension - The master contract applies.

Section 12. Publicity - The master contract applies.

Section 13. Special Provision - The master contract applies.

ARTICLE X: FACULTY DISABILITY SEPARATION PROCEDURE

The master contract applies.

ARTICLE XI: REDUCTION IN FORCE

Section 1. Purpose and Limitations of Reduction-in-Force - The master contract applies consistent with the statutory requirement to treat corrections education faculty as a separate division.

Section 2. Grounds for a Reduction-in-Force - The master contract applies.

Section 3. Alternatives to Reduction-in-Force - The master contract applies consistent with the statutory requirement to treat corrections education faculty as a separate division.

Section 4. Procedures for Implementing Reduction-in-Force - The master contract applies consistent with the statutory requirements to keep employees as a separate division to be added to A.2 except as follows:

Corrections Education

In all other aspects, the master contract, Article XI, Section 4.F.1.i applies except as follows:

In the event the Department of Corrections contract is delayed and a reduction-in-force of faculty is necessary, there will be no PIU loss when the Department of Corrections contract is reinstated.

ARTICLE XII: SALARY SCHEDULE PLACEMENT AND MOVEMENT

Section 1. Salary Schedule - The master contract applies.

Section 2. Determination of Placement on Salary Schedule - The master contract applies.

Section 3. Advancement on Salary Schedule - The master contract applies contingent upon the DOC funding.

Section 4. Professional Improvement Units - The master contract applies.

Section 5. Early Notification of Retirement - The master contract applies.

Section 6. Internships - The master contract applies.

ARTICLE XIII: GRIEVANCE

Section 1. Definition and Procedure - The master contract applies.

Section 2. Arbitration-Agreement Issues - The master contract applies.

Section 3. Jurisdiction of the Arbitrator - The master contract applies.

Section 4. Arbitrator's Fees - The master contract applies.

Section 5. Time Limits - The master contract applies.

Section 6. Grievance Processing - The master contract applies.

Section 7. Election of Remedies - The master contract applies.

ARTICLE XIV: BENEFITS

Section 1. Enrollment in Classes, Tuition, and Fee Waivers - The master contract applies.

Section 2. Emeritus Status - The master contract applies.

ARTICLE XV: EXCEPTIONAL FACULTY AWARDS

Section 1. Basic Agreement - The master contract applies.

Section 2. Purpose of Exceptional Faculty Awards - The master contract applies.

Section 3. Guidelines for Faculty Awards - The master contract applies.

Section 4. The Role of the Exceptional Awards Committee - The master contract applies.

Section 5. Establishment of Criteria - The master contract applies.

Section 6. Distribution of Faculty Awards - The master contract applies.

ARTICLE XVI: SAVINGS CLAUSE

Section 1. Applicable Federal and State Laws - The master contract applies.

Section 2. Invalidation - The master contract applies.

ARTICLE XVII: SCOPE OF AGREEMENT

Section 1. Contract Supremacy - The master contract applies.

Section 2. Contract Limits - The master contract applies.

Section 3. Contract Exclusions - The master contract applies.

Section 4. Salary/Benefits Funding - The master contract applies contingent upon the DOC funding.

Section 5. Waiver Clause - The master contract applies.

ARTICLE XVIII: UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The master contract applies.

ARTICLE XIX: DURATION OF THE CONTRACT

Section 1. Length of Contract - The master contract applies.

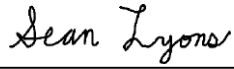
Section 2. New Contract Negotiations - The master contract applies.

Section 3. Contract Reopener - The master contract applies.

Appendix A-C - Master contract applies except where exceptions have previously been noted.

Signed this 14th day of July 2026 at Aberdeen Washington

**FOR THE GRAYS HARBOR COLLEGE
FEDERATION OF TEACHERS**



Sean Lyons, President GHFCT
Local #4984

**FOR THE GRAYS HARBOR COLLEGE
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