

**Memorandum of Understanding
Clark College Association for Higher Education
and
Clark College**

**Agreements Related to Changes in Working Conditions & School Operations Due to
Coronavirus/COVID-19**

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

Whereas, CCAHE represents certificated instructional staff any agreement reached between the parties shall apply to all CCAHE 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 College is committed to assist in community and nation-wide efforts to limit the spread of the virus;

Whereas, on afternoon of Friday, March 13, 2020, Governor Jay Inslee issued a directive for all educational institutions to practice “restricted activities” through April 24, 2020, with a first possible return date of April 27, 2020;

Whereas, the duration of the school closure(s) related to Coronavirus/COVID may be extended;

Whereas the College is temporarily implementing an extended online learning model,

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

Now therefore, the parties agree to the following:

- 1) Compensation: No full-time or part-time academic employee who was employed by the College during winter quarter and who accepts a work assignment for Spring quarter as of March 9th shall lose pay as a result of the College closure(s) related to Coronavirus/COVID-19. All full-time and part-time faculty shall maintain expected workload and salary for spring quarter.

In the instances that a part-time faculty member’s class(es) doesn’t meet the threshold for enrollment or can’t be converted to an online format, said faculty member shall have the option to forego the opportunity of an alternative work assignment and instead be laid off. The College agrees not to challenge a request for unemployment compensation.

Nursing, Dental Hygiene, and similar departments where clinicals are usually conducted and have been suspended due to the closure will make arrangements with their respective Deans for alternative work assignments which may include teaching assignments from spring being moved to an alternate quarter.

- 2) Benefits: All adjunct faculty who qualified for medical benefits in Winter quarter will be assigned work to ensure that they will retain their benefits for Spring quarter in accordance with state law and special provisions from the Health Care Authority regarding the COVID-19 closures.
- 3) Duties during the closure:
 - a) Academic employees will not report to their worksite when the College is closed.

- b) The only exception (if deemed permissible by the College) shall be for programs that require face-to-face instruction to meet student learning outcomes, such as Applied Music, Welding, Diesel, etc. With these exceptions, Faculty shall be provided instructional facilities where students can maintain social distancing of at least 6 feet, as well as any added means to ensure compliance with all other Public Health guidelines. Work areas shall be sanitized daily. When applicable, gloves and masks shall be made available for all faculty and students.

4) Leaves:

- a) Employees in high-risk categories as defined by Public Health (Over 60, underlying health conditions, weakened immune system, pregnant, and/or other complicating condition) who fall into one of the exceptions referenced in (3)(b) and need to remain away from the College out of concern for their personal health are encouraged to make alternative arrangements with their supervisor. In such cases, the College may seek verification of the employee's high-risk status from a medical professional.
- b) In the event that an employee finds themselves, or any member of their household ill due to symptoms that present as COVID-19 for any period during the closure and they are asked to self-quarantine, (i.e. stay at home for a period of 14 days or until they, or their household member(s) have been cleared to return by a medical professional) they may take up to fourteen (14) days of paid leave and this leave shall not be deducted from their individual sick, personal, or vacation banks. Additionally, they may also apply for shared leave *if* they have exhausted their 14 days of paid isolation/quarantine and are required by their provider to remain in isolation/quarantine for an additional period of time.)

It is the responsibility of these employees to self-report to their administrator in this situation, and the employee, insofar as they are able, will endeavor to keep in contact via electronic means during their time of quarantine with updates.

5) Workload: In recognition of the tremendous time and energy required for faculty to convert their classes from traditional to online instruction and of the unprecedented circumstance of how work will need to be temporarily adjusted, expectations for faculty beginning April 6th, 2020 are as follows:

- a) Non-urgent committee meetings and committee work are suspended for spring quarter. The following committees will be required to conduct meetings using online technologies such as Zoom for the Spring 2020 quarter and will meet twice per month, unless agreed upon collaboratively by the Chair & VPI and will meet as decided collaboratively by the Chair & VPI: Instructional Planning Committee, Curriculum Committee, Tech Fee, PPAC, and Outcomes Assessment Committee. Tenure committees and TROC will meet as necessary.
- b) Faculty will be given the option to provide work samples from Spring quarter for outcomes assessment.
- c) Student evaluations are suspended for spring quarter. Dean and peer observations may be conducted solely for the purpose of supporting faculty with online teaching.

- d) Only with at least thirty-six (36) hours of written notice will the Chair, Dean, or eLearning personnel access an online shell once spring quarter classes begin. The rationale and specific area (module, week, section) shall be indicated in said notice.
- e) For part-time faculty whose classes do not meet the threshold for enrollment and/or for those part-time faculty whose classes cannot be converted online, the respective division/dept. chair shall provide other work duties to be performed. These duties could include, but are not limited to, co-teaching a class that exceeds the threshold for online enrollment, helping create and implement online classes, and/or providing assistance with student assessment, student outreach, instruction, and mentoring. To the best of their ability, the respective chair and faculty member will identify a consistent role for the part-time employee to fulfill over the course of the quarter. The respective dean shall approve this role. Compensation for co-teaching or other academic duties as described above shall be no less than the part-time faculty rate.
- f) Full-time faculty whose classes do not meet the threshold for enrollment and/or whose courses/programs cannot be converted online (such as some labs, Diesel) will collaborate with their deans and may agree on alternative schedules.
- g) For traditional courses that will be converted to online for the duration of the closure and that exceed online caps, one of the following actions shall be taken in collaboration between the Dean and the faculty member:
- 1) the class be divided to adhere to the online class cap.
 - 2) class caps may be lifted up to 50% with the guarantee that a part-time faculty member shall be assigned as a co-teacher as described in (5) (g). The assignment of a co-teacher and lifting of the class cap shall be a collaborative decision, made in consultation with the faculty member originally assigned to the class, the co-teacher, and the respective dean.
- h) A part-time or full-time faculty member who is creating a new online course/lab for a course that has never been taught in online or hybrid format at Clark shall receive a stipend of \$800 for each course. To qualify for the stipend, faculty must develop a Canvas shell with weekly modules that include learning materials, online course activities, and appropriate course assignments (e.g., quizzes, exams, group discussions, written assignments). In the event that multiple faculty members are creating the same new-to-Clark online course, the \$800 stipend will be divided between the respective faculty members at their discretion.
- i) For spring term 2020 only, the 90% annual teaching load limit for adjuncts (Article I.B.3.) is suspended. Any additional teaching duties in excess of the 90% limit shall be compensated according to the existing part time faculty salary schedule.
- 6) Tenure: Tenure candidate documents must be adjusted to reflect the impact of the closure for spring quarter. A uniform policy will be implemented for all tenure candidates for spring quarter that emphasizes that only teaching duties and teaching activities relevant to their tenure achievement plan (TAP) are expected of candidates. The candidate and committee will focus on aspects of the TAP that are related to teaching activities only. In addition, every tenure candidate

shall be assigned a mentor to provide guidance during this temporary transition.

The teaching portfolios for probationary review, tenure and promotion, and post-tenure review will include any optional student course evaluations conducted over spring 2020 for informational purposes only. Dean and peer observations and assessments may be conducted solely for the purpose of supporting the tenure candidate with online teaching. They will have no negative impact on the outcome of the review in light of the most exceptional conditions under which they were conducted.

All current tenure candidates may receive a one-year extension to their original tenure review date due to COVID-19. This does not prohibit faculty from applying for tenure and promotion earlier than their adjusted tenure review date if they have established a record of accomplishment that meets department standards for teaching, scholarship, and service, based upon their annual probationary reviews. Tenure track faculty who have already been granted a one-year extension for maternity leave or for another reason will be considered on a case-by-case basis.

7) Technical support:

a) The College shall provide hotspots and other needed technology to employees who do not have internet services at home. Employees who live in areas where internet service is not an option will be provided alternative opportunities on a case-by-case basis.

b) If the College does not have the equipment available and with prior approval employees will be reimbursed for purchases made to enable them to make the transition from traditional to online learning.

c) The requirement for faculty teaching online to complete eL101 and L201 is waived for spring term 2020. Faculty who complete eL201 during spring quarter will receive a stipend of \$250. Accommodations shall be made in the eLearning course process that allow faculty to apply their work this quarter to completing eL101 and eL201 in the future.

8) Instructional Model: It is only for the duration of the College closure related to Coronavirus/COVID-19 that there be a change from the current instructional model. The College will resume traditional instruction similar to what was offered during the winter quarter when it is cleared to do so by Public Health or Governor Jay Inslee. Under no circumstance will faculty be expected to maintain a majority online instructional model.

9) Intellectual Property: In light of the extraordinary circumstances surrounding the global pandemic and how it has affected traditional learning at Clark, Article VI.F. is suspended and the College will grant intellectual property rights to faculty for any new online course materials created between the date of this MOU and June 19, 2020. After June 19, 2020, if the closure is still in place the College and CCAHE agree to bargain the impact of a continued online instructional model.

10) Communication: The College will continue to provide updates regarding recommendations from appropriate health organizations related to College operations and appropriate measures under way to minimize the spread of the virus. The parties shall meet to discuss working conditions prior to the College campus reopening.

This MOU shall remain in effect until June 19, 2020. All other provisions of the collective bargaining agreement will remain in full effect. In anticipation of the State extending the school closure beyond June 20th, both parties shall come together to bargain the potential impact. In the event CTCs re-open for the Summer quarter, both parties will come together to discuss implications for the College and the Union.

Agreed to this 27th day of March, 2020.

FOR THE UNION:

Suzanne Southerland
CCAHE President
Typed names serving as signatures

FOR THE COLLEGE:

Bob Williamson
Vice President of Administrative Services
Typed names serving as signatures