

## **Memorandum of Understanding CCAHE and Clark College**

### **Agreements Related to Changes in Working Conditions & School Operations Due to 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 nationwide efforts to limit the spread of the virus;

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

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

Whereas, Governor Jay Inslee issued Proclamation 20-25.7 on July 24, 2020, amending Proclamation 20-05 and extending his “Stay Home, Stay Healthy” order;

Now therefore, the parties agree to the following for the 2021 Winter terms:

#### **1) Duties during remote operations:**

a) Academic employees will not report to their worksite when the College is in remote operations.

b) The only exception (if deemed permissible by the state) shall be for courses that require face-to-face instruction to meet student learning outcomes and can meet the safety standards outlined by “Phase 2 Higher Education & Workforce Training COVID-19 Requirements” released on May 30th, 2020. These courses will be determined or identified in collaboration between the administration and the faculty. 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 and Clark College Incident Recovery Team protocols. Per Appendix B of the CBA, instructors shall be compensated at the affiliate rate for teaching additional sections if the total meeting time for the sections exceeds the normally scheduled lab hours. Work areas shall be sanitized daily. Gloves and masks shall be made available for all faculty and student. Faculty and students shall be reimbursed for any additional personal protective equipment purchased up to \$30.

#### **2) 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) and need to remain away from the College out of concern for their personal health are entitled 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) If an employee finds themselves, or any member of their household ill due to symptoms that present as COVID-19 and they are asked or required 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. This leave will be made available only through the duration of the State of Washington's COVID-19 emergency sick leave directive.

c) 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.

d) Part-time faculty will be eligible for health coverage if they meet state law requirements.

### **3) Workload:**

a) With the exception of labs or prof-tech programs/courses designated as cleared to teach face-to-face by the state, traditional or hybrid courses will be taught completely online for the duration of Winter 2021 quarter.

b) As dictated in Article IV. L., all classes, whether considered "remote," "distance learning" or "online" shall be capped in accordance with the online class cap as recorded in the College master class list. In the event that a course does not yet have an online class cap, the dean and division/departments chair will collaboratively and temporarily determine an online class cap that takes into consideration the subject of study and student population.

c) A part-time or full-time faculty member who is creating a new online course/lab for a course/lab that has not been taught in online format at Clark since fall 2017 shall receive a stipend of \$575 for each course taught in Winter 2021. To qualify for this 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 online course, the stipend will be divided between the respective faculty members at their discretion. Faculty shall be compensated their Winter 2021 stipend(s) by March 25, 2021.

d) The 90 percent teaching load cap for part-time faculty, Article I. B. 3., shall be suspended for the 2020-21 academic year.

e) Part-time faculty shall be compensated for four (4) hours at the Other Assignment Rate for completing Higher Ed Works and PPI training.

### **4) 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 teaching. This shall include equipment purchased for at-home instruction.

c) As part of a student retention, completion, and success effort, the College will provide eLearning training (eL101) on the current Learning Management System (LMS). It will also provide online and hybrid course design and teaching best practices (eL201). These trainings are available at no charge to Clark College employees.

Completion of eL101 or an equivalent evaluation as approved through collaboration between by the Department Head/Division Chair and dean is to be completed no later than the last day of Winter term 2021 for all teaching to maintain instructional technology competence as is required by the CCAHE contract, Appendix C. Completion of eL201 or an equivalent evaluation as approved through collaboration between the Department Head/Division Chair and dean is to be completed by the end of spring break 2021 for teaching online or hybrid courses. Completion of the eL201 workshop includes a one-time \$250 stipend. Division/Department leadership is strongly encouraged to consult with eLearning professionals should they have questions about online instruction, competency and training.

The course syllabus should be made available to students within an LMS (learning management system) and published by 8 a.m. on the first day of the term.

**5) In-person classes - compensation/safety:**

a) Faculty designated as “COVID-19 Supervisor” or “Alternate COVID-19 Supervisor” will be paid \$56.15 per instructional day as an assigned COVID-19 supervisor. COVID-19 Winter 2021 Supervisory compensation shall be paid on March 25, 2021.

b) Faculty designated as “COVID-19 Supervisor” or “Alternate COVID-19 Supervisor” shall comply with the College’s COVID-19 Recovery Plan procedures.

c) According to the Proclamation by the Governor amending proclamations 20-05 and 20-12, higher education institutions shall “identify available alternative arrangements for students and personnel upon requests or refusals to work due to concerns related to campus safety. Priority should be given for students/personnel who are considered high-risk or vulnerable as defined by public health officials: following state guidelines (to include safe start guidance) for COVID-19 scenarios and benefits.” For faculty electing to commence in-person classroom meetings and who are over the age of 60 and/or with pre-existing medical conditions and/or who are caregivers for people who are high-risk, the assistance of other College personnel to fulfill COVID-19 Supervisory duties shall be provided.

d) The College will comply with any COVID-19 testing requirements mandated by the state or the federal government.

e) Faculty assigned to online instruction shall under no circumstances be required to medically screen students, disinfect COVID-19 screening stations or equipment, or otherwise serve in a custodial or supervisory capacity. Faculty who decline to accept additional supervisory duties under the Clark College COVID-19 Exposure Control, Mitigation and Recovery Plan shall be exempt from civil or criminal penalty as it relates to RCW 49.17.060 or Governor Jay Inslee’s “Stay Home, Stay Healthy” Proclamation 20-25. Faculty who decline the additional supervisory responsibilities shall not be subject to any adverse personnel action.

f) Neither a part-time nor a full-time faculty member shall lose their class or classes, solely due to the faculty member refusing COVID-19 supervisory duties.

g) Faculty who suspect occupational exposure to COVID-19, and request testing, shall follow the guidelines set forth in Clark College policy 527.010, “College employees are required to report to their immediate supervisor each industrial injury, potentially work-related cumulative injury, or occupational illness, regardless of the degree of severity.”

**6) Instructional Model:** It is only for the duration of the College in remote operations related to 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 2020 term 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.

7) **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 March 20th, 2021.

8) **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 resuming normal operations.

9) **Duration:**

a) This MOU shall remain in effect until March 22, 2021. All other provisions of the collective bargaining agreement will remain in full effect. In anticipation of the state extending remote operations beyond March 22, 2021, both parties shall come together to bargain the potential impact.

Agreed to this 19<sup>th</sup> day of December 2020.

(Typed names below substitute as signatures)

FOR THE COLLEGE:

Christina A. Longo

Interim Vice President of Human Resources

\_\_\_\_\_*Christina A. Longo /s/ 12.22.2020*\_\_\_\_\_

FOR THE UNION:

Suzanne Southerland

CCAHE President

\_\_\_\_\_ *Suzanne Southerland 12/28/20* \_\_\_\_\_