

## **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 20-12.5 on August 27, 2021 specifying COVID-19 health and safety protocols for higher education institutions;

Now therefore, the parties agree to the following for the 2021 fall term:

#### **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 Proclamation 20-12.3 issued on June 30, 2021. 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 3 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 students. 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) 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/department chair will collaboratively and temporarily determine an online class cap that takes into consideration the subject of study and student population. Face-to-face class capacities shall allow for at least 3-foot distancing or adhere to the online class capacity (to allow for transitioning back to remote operations) whichever results in the fewest students. Faculty members who are teaching labs shall have the option of reducing their class caps up to 33 percent to allow for the increased use of space by students and instructors in a lab setting.

b) 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 Fall 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 Fall 2021 stipend(s) by December 13, 2021.

c) The 90 percent teaching load cap for part-time faculty, Article I. B. 3., shall be suspended for the 2021-22 academic year.

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

e) In the case that the College returns to remote operations, faculty teaching face-to-face classes shall receive a \$400 stipend for the quick conversion to remote and/or online modality.

### **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.

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

a) 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 personnel/students 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.

1. Because of the ever-increasing risk of the Delta variant, faculty members can contact their dean to opt out of their in-person teaching assignment until 5 pm September 10th and the Dean will explore options for an alternative work assignment.

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

c) 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.”

**7) Vaccination mandate:** All tenured, tenure-track, full-time temporary, and associate faculty members who choose to not be vaccinated against COVID-19 by October 18, 2021 shall have the opportunity to take unpaid leave up until June 22, 2022. The college retains the right to engage in any disciplinary measures relating to violations of college policies and state and federal law. Faculty will notify the College that they are taking leave by September 10<sup>th</sup>, 2021.

a) During their time on unpaid leave, should the faculty member decide to become fully vaccinated or should the mandatory vaccination order be lifted, the faculty member will be returned to the position they left prior to being placed on unpaid leave. Faculty will notify the College of their intent to return no later than three weeks prior to the start of the term that they choose to return to work.

b) Faculty members on unpaid leave will not accrue seniority, however their seniority will not be lost while on unpaid leave and all other benefits that faculty qualify for will be reinstated when they return to work.

**8) Maintaining Programs:** Because of the extraordinary circumstances that are resulting in Clark’s unprecedented low enrollment, programs that are not meeting their minimum cohort capacity will not be eliminated in fall, winter and spring terms of 2021-2022, and full-time faculty who teach in these programs will be assigned nonteaching workload.

**9) 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.

10) **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 December 13th, 2021.

11) **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.

12) **Duration:**

a) This MOU shall remain in effect until December 13, 2021. All other provisions of the collective bargaining agreement will remain in full effect. Agreed to this 3rd day of September 2021.

(Typed names below substitute as signatures)

FOR THE COLLEGE:

*Brad Avakian*

Vice President of Human Resources

FOR THE UNION:

*Suzanne Southerland*

CCAHE President