

**MEMORANDUM OF UNDERSTANDING BETWEEN
CLACKAMAS COMMUNITY COLLEGE AND
CLACKAMAS COMMUNITY COLLEGE ASSOCIATE FACULTY**

Summer and Fall 2022

Clackamas Community College (CCC) and the Clackamas Community College Associate Faculty (AF) agree that due to the unforeseen events surrounding the COVID-19 pandemic we are making extraordinary accommodations to ensure the College continues to effectively serve our students and remain a pillar of stability for our students, employees, and the community. It is the parties' intent to reduce the risk of spreading disease to others.

The College and Association agree that during these unprecedented and unforeseen events, it is imperative to work in collaboration, and with a spirit of cooperation and trust to ensure that the College can return to normal operations as quickly and safely as possible.

The College has been advised by Clackamas County Public Health to use the CDC's COVID-19 Community Level assessment to determine its response. The College is committed to providing support for Associate Faculty.

WORKING ON CAMPUS SITES

1. The College and all employees shall comply with any Governor's Executive Orders established in response to COVID-19, the CDC's COVID-19 Community Level assessment, and the requirements established by the Return to Campus Policies, as reflected on the [Return to Campus Information page of the College website](#). The College shall provide all required safety equipment at no cost to faculty, and training for staff performing work on campus per the Center for Disease Control (CDC), the Oregon Health Authority and Clackamas County Public Health Department and/or OR-OSHA that is specific to their job function, if applicable. If the College is unable to provide the minimum personal protective equipment (PPE) and training per the requirements established by the above agencies for their job function, then the employee and their supervisor shall agree on other work to be performed pursuant to the current collective bargaining agreement.
2. Employees will use the incident reporting system that currently exists through College Safety to report problems and issues with the College's and employees' obligations to comply with the policies on the [Return to Campus Information page of the College website](#). The College will update the website and other communication tools to provide notification that the reporting system includes reports of problems, such as issues with physical distancing, if physical distancing is again required. A log will be kept of issues reported to the College and will be made available to College employees upon request. Any information that is required by law to be kept confidential will be redacted prior to review.
3. All positive cases reported to College Safety that are traced to on-campus sites will be communicated to all staff to alert the campus community of a positive case(s).

TELEWORK / TELECOMMUTING

This section addresses work modalities: distance learning, online, remote, hybrid and in-person. The Administration will continue to work with AF to design course schedules that meet student needs while also providing faculty with flexibility regarding teaching modality. The Administration is encouraging, but not requiring, faculty to continue to offer in-person and hybrid options in addition to remote or online modes in order to continue to be a student-ready institution and fulfill the Mission of the College.

1. To the extent available, the College shall allow teleworking employees to use college equipment and supplies needed to perform job duties. If the employee is required to purchase their own supplies and no alternate supply is available at the College, they may request the authority to purchase the required supply from their supervisor. Such request shall include why the supply is required to perform their job, documentation of why there are no alternate supplies or equipment available, and the cost of the requested supplies. If the request is approved, they will submit receipts to their supervisor for reimbursements for any out-of-pocket expenses. Such decision will be at the sole discretion of the supervisor. Any supplies or equipment purchased and reimbursed will be property of the College.
2. If an employee's personal internet connection is not sufficient to conduct and transmit courses online to the level that is needed, and if approved by the College, and if such upgrade is available, supplies above shall include the cost of upgrading the employee's personal internet connection to the level required to conduct and transmit courses online. Employees requesting an upgrade must notify their supervisor and College ITS. The College will review the request and provide options for addressing the problem, which may or may not include a technology solution. Any upgrade provided will be solely for the duration of conducting and transmitting courses online.
3. The parties acknowledge that the emergency conditions of the pandemic require employees working from home to be impacted by family and childcare obligations during the workday, as well as a work environment in the home that may not provide the same level of productivity as the employee's typical work environment.

TECHNOLOGY AND DISTANCE LEARNING

1. The College shall provide hardware and software for remote and online teaching to faculty who do not have the necessary equipment, including through loan from ITS. The College shall set up a request system for hardware. Hardware may include laptops, webcams, audio equipment, etc. All hardware, equipment, and furniture purchased with CCC funds belongs to the College and will be returned to the College at the College's request.
2. The College will provide training and support for the transition of traditionally taught (face-to-face) courses for distance learning delivery, and the College will provide additional training and support for the maintenance of courses that have been transitioned for remote or online distance learning delivery.

3. In the instance where a faculty member has not taught a course in a distance learning format before, the College will provide development pay in an amount equal to one hour at the Other Professional Assignment rate per week per credit hour of the new or adapted class for courses that must be transitioned from in person to distance learning while a term is in progress, for the period that that course is in that format. In the instance where a faculty member has taught a course in a distance learning format before, and the College require AF move courses to a different modality while a term is in progress, that faculty member shall be provided a stipend of \$250.00 per course impacted by the transition.

The College and Association will revert to the language in the 19-22 contract in Article 10.C.2 regarding development pay for distance learning once this MOU is no longer applicable.

4. The College may determine if the campus reopens to additional classes or activities during the course of summer and/or fall term 2022. In instances where a faculty member would prefer to teach one or more courses on campus, individual faculty members will work with their supervisor to follow the policies on the [Return to Campus Information page of the College website](#).

PAID LEAVE

1. Employees who come to campus must pass the Daily Self-Health Check (https://www.clackamas.edu/docs/default-source/general-forms-and-documents/coronavirus-daily-self-health-checklist.pdf?sfvrsn=22358068_6). Employees who cannot pass the Daily Self-Health Check should not report for on-campus duty.
2. Employees who self-identify as 'high risk' for COVID-19 in accordance with CDC guidelines and/or the Oregon Health Authority and Clackamas County Public Health shall not be required to report for on-campus duty.
3. Employees shall be permitted to use any type of leave to which they are otherwise entitled under the collective bargaining agreement or by law even if they are on a telework/telecommuting agreement.
4. AF who must observe five (5) day quarantine as a result of an exposure to COVID-19 will suffer no loss of pay while in quarantine. AF who are able to work remotely during quarantine will continue to perform their regular job assignments and receive their regular pay. AF who are able to work but whose work cannot be performed remotely during quarantine will receive pay as if they were working their regular assignment(s). If returning to campus following quarantine, employees must wear a mask indoors for an additional five (5) days.
5. AF who must isolate or quarantine because they are exposed to or exhibit symptoms of or test positive for COVID-19 or who must care for a family member impacted by COVID-19 may seek additional sick leave under the college's COVID-19 Sick Leave Program. (See Exhibit A at the end of this document to review the COVID-19 Sick Leave Program).

6. The use of accrued sick leave will be in accordance with the collective bargaining agreement

FACULTY EVALUATION

Associate Faculty's administrative evaluation process during the 2022-23 academic year will follow the most up to date ratified AF Agreement, with the following clarifications:

1. AF evaluations may be gathered through a remote format such as Zoom or email in summer and fall 2022. The method for feedback will be determined with dean and department consensus

SHARED GOVERNANCE

The College commits to holding shared governance meetings: Presidents' Council, College Council, and the Budget Advisory Group, virtually.

ADDITIONAL PROVISIONS

1. Conflicting provisions. This MOU shall supersede any conflicting provisions in the current collective bargaining agreement or past practice between the parties related to the subject covered by this MOU for its duration.
2. In addition to salary, the College shall provide regular payments to PERS, insurance, and any other compensation as provided for in the collective bargaining agreement for employees who are working or otherwise receiving their salary through the use of paid leave.
3. The College will strongly encourage masks indoors should Clackamas County transition to the CDC's COVID-19 Community Level Yellow. The College will consult with public health authorities to determine trends and will continue to follow any local, county, state, or federal mandates concerning COVID-19. The college community will be updated regularly (daily, weekly, or as needed) as to the risk status of the county and other pertinent information.
4. The College will require masks indoors should Clackamas County transition to the CDC's COVID-19 Community Level Red. The College will consult with public health authorities to determine trends and will continue to follow any local, county, state, or federal mandates concerning COVID-19. The college community will be updated regularly (daily, weekly, or as needed) as to the risk status of the county and other pertinent information.
5. AF teaching on site may request students and/or others wear masks in their classrooms and workspaces. The College will continue to provide masks for classroom and workspace use. The College will provide N95 or KN95 masks upon request.
6. AF who needs accommodation to work on site, including requiring masks in their classrooms and/or workspaces, should consult with Human Resources.
7. In the event that the College or local, state or federal government make changes that may

further impact College employees and/or working conditions, the parties agree to review and modify this MOU as needed for the safety of all employees.

8. The College will provide the Association at least 30 calendar days advance notice of any directive to return to normal and typical duty at the end of the COVID-19 pandemic. Additionally, anticipating possible significant changes to COVID-19 restrictions by or before fall 2022, the College and the Association agree to meet on or before September 19, 2022 to determine if this MOU should be updated for fall term.
9. The parties agree that this MOU satisfies any bargaining obligation imposed by the Public Employees Bargaining Act (PECBA) ORS 243.650-243.782 regarding the decision and impact of the terms and conditions of employment that are addressed above.
10. This MOU does not establish a precedent.
11. This agreement will cease at the end of fall term 2022 but may be extended by mutual agreement by the parties in writing. This MOU may be amended by mutual agreement. All parties understand the severity of the pandemic and the time-consuming nature of negotiating Covid-19 safety precautions on a term-by-term basis and aim to prioritize the safety of students and educators as they return to campus.

Exhibit A**COVID-19 Sick Leave Program****June 12, 2022 – December 31, 2022****Purpose**

The COVID-19 Sick Leave Program supports a healthy college community by granting employees additional sick time to cover time away from work due to their own experience of COVID-19 or the need to care for a family member impacted by COVID-19.

Eligibility

All AF and part-time employees who have been employed at least 30 days are eligible for COVID-19 Sick Leave.

To be eligible for COVID-19 Sick Leave based on their own experience, the employee must:

- Be in quarantine due to a COVID-19 exposure; OR
- Be in isolation due to COVID-19 symptoms; OR
- Have been diagnosed with COVID-19.

To be eligible for COVID-19 Sick Leave to care for a family member:

- The employee must be caring for an individual who is subject to a quarantine or isolating due to COVID-19; OR
- The employee is caring for a son or daughter because the school or place of care for the son or daughter has been closed, or the childcare provider of their son or daughter is unavailable due to COVID-19.

Benefit

COVID-19 Leave is a one-time addition up to of two weeks of sick leave. The total amount of sick leave hours granted under the Program is based on two weeks of an employee's regular work hours up to a maximum of 80 hours:

- AF employees may be entitled to up to 80 hours of paid sick time at their regular rate of pay
- Part-time employees may be entitled to the number of hours that the individual works over a two-week period at their regular rate of pay
- COVID-19 Sick Leave cannot be taken intermittently

Program Guidelines

- The COVID-19 Sick Leave program will be in effect from June 12, 2022 – December 31, 2022.
- COVID-19 Sick Leave time will be utilized prior to the use of an employee's accrued sick leave, vacation, or personal leave to cover eligible COVID-19 related absences.
- Employees wishing to access COVID-19 Sick Leave should submit a [Service Desk ticket](#).
- Employees requesting COVID-19 Sick Leave may be required to provide documentation of their need to take leave.
- The COVID-19 Sick Leave program will cease on December 31, 2022 or immediately upon the start date of any re-authorization of the federal Families First Corona Virus Response Act or upon the implementation of any federal or state program mandating emergency paid sick leave for those impacted by COVID-19 whichever comes first.

Clackamas Community College Associate Faculty

Christopher Zimmerly-Beck

Christopher Zimmerly-Beck

7/26/22

Date Signed

Susan Caisse

Susan Caisse

8/15/22

Date Signed

Mary Jean Harris Williams

Mary Jean Williams

7/26/22

Date Signed

Clackamas Community College

David C Plotkin

David Plotkin

7-26-22

Date Signed

Melissa Richardson

Melissa Richardson

7-26-2022

Date Signed