

MEMORANDUM OF UNDERSTANDING
BETWEEN
CLACKAMAS COMMUNITY COLLEGE
AND THE
CLACKAMAS COMMUNITY COLLEGE PART-TIME FACULTY ASSOCIATION

Winter/Spring 2021

Clackamas Community College and the Part-Time Faculty Association (PTFA) agree that due to the unforeseen events surrounding the pandemic COVID-19 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.

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

WORKING ON CAMPUS SITES

1. The College and all employees shall comply with the Governor's Executive Order 20-28 and the requirements established by the Return to Campus Plan and Return to Campus Policy. The College shall provide all required safety equipment at no cost to employees and training for staff performing work on campus per the Center for Disease Control (CDC) and/or the Oregon Health Authority and Clackamas County Public Health that is specific for 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 may be directed to perform other duties as assigned.
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 Return to Campus Plan. A log will be kept of issues reported to the College and will be made available to College employees upon request. The College may redact any information that is required by law to be kept confidential.

TELECOMMUTING AND ONLINE INSTRUCTION

It is the parties' intent to reduce the risk of spreading disease to others.

1. Only when critical for the employee's job function shall they be required to report to a worksite while the Governor's Executive Orders 20-28 and the College's Reopening plan are in place.
2. To the extent available, the College shall allow instructors performing online instruction and employees teleworking 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 supplies from their supervisor. Such requests 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 reimbursement 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.
3. Supplies above shall include the cost of upgrading the employee's personal internet connection to the level required to transmit courses online. Employees requesting an upgrade must notify their supervisor and College IT. 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.
4. 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 agreement.
5. 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.

EMPLOYEES REPORTING TO ON-CAMPUS DUTY

1. Classes shall be taught on-line wherever possible. In the event that courses are identified through the Return to Campus application as needing to be taught in a face-to-face mode, departments and deans will take into account that some faculty identify as high risk according to CDC guidelines. Departments and deans will give priority for online assignments for those high-risk faculty. Assignments will be made following Article 17 of the PTF contract, specifically applying all of

the elements of Article 17.1.A in a holistic manner: “Part-time instructors shall be assigned department work assignments according to their pay level, qualifications, experience, evaluation, and needs of the program.”

2. Employees involved in the development of a course face-to-face application shall be paid for their time at the OPA rate.
3. If a course moves online during the term, the remaining weeks will be paid development pay according to Article 10 Section C2 to allow for the work required to facilitate that transition.
4. Part-time Faculty teaching face-to-face classes on campus will be paid the balance of their faculty assignment contract if their class is cancelled during the term due to a Covid-19 outbreak. Faculty may be assigned non-instructional work commensurate to the time contracted.
5. If a student requires one-on-one make up times due to quarantine during a face to face course, faculty will be paid at OPA rate for time spent in those accommodations.
6. Faculty shall not be required to clean instructional spaces other than those for which they come into personal proximity – e.g. lecterns, writing implements, computers and instructional technology and lab equipment.

PAID LEAVE

1. Part-time faculty who are on contract and must observe a fourteen (14) day quarantine as a result of an exposure to COVID-19 will suffer no loss of pay while in quarantine. Part-time faculty who are able to work remotely during quarantine will continue to perform their regular job assignments and receive their regular pay. Part-time-time faculty 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).
1. Part-time faculty who must isolate because they exhibit symptoms of or test positive for COVID-19 or move from quarantine to isolation due to symptoms of COVID-19 and who qualify for leave under the College’s COVID-19 Sick Leave Program shall have such time deducted before any accrued time is deducted from the employee's personal accounts. (See Appendix A). The use of accrued sick leave will be in accordance with the collective bargaining agreement.

TECHNOLOGY

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

PAY LEVEL LIST

The parties agree that the terms governed by the Governor's executive orders pertaining to COVID-19 and higher education faculty shall not count towards the five terms of consecutive absence leading to becoming a 'new hire' as provided by Article 17 C(3). This is understood to include at a minimum the period Spring term through Fall Term 2020. Faculty shall retain all assignment rights, pay level, and sick leave to their next assignment post Covid-19.

REASSIGNMENT OF COURSES

Bargaining unit faculty chosen to replace other college instructors mid-term shall be selected according the criteria in Article 17.

FACULTY EVALUATION

The College and the Association agree that faculty evaluation is intended to be formative, providing opportunities for faculty to learn and improve all aspects of instruction. That is its main purpose – not discipline. In cases where artifacts used in evaluation come from a course that is the first instance an instructor has taught online, supervisors must take this into consideration in the evaluation process.

Student evaluations shall be conducted via an online form mutually approved by the College and the Association.

PROFESSIONAL DEVELOPMENT FUND

Faculty who had a reasonable expectation of an assignment but were not offered an assignment due to Covid-19 will be allowed to request professional development funds from PTFA to continue to work on their teaching skills or professional licensing requirements.

EMPLOYEE ASSISTANCE PROGRAM

Given the myriad of serious personal and economic ramifications of the pandemic, faculty who had a reasonable expectation of assignment but were not offered an assignment will continue to have access to the college's Employee Assistance Program resources.

COLLEGE OFFERED TRAINING

Faculty who had a reasonable expectation of assignment but were not offered an assignment due to Covid-19 will be allowed to access the paid Moodle and Distance Learning trainings offered by the college.

DEFINITION: reasonable expectation of assignment is indicated if a faculty member has been offered an assignment a respective term in any of the last three academic years.

COMMITTEE WORK

Bargaining unit members assigned to College-sponsored committees shall continue regardless of the amount of instruction they are assigned during the term of this agreement. Bargaining unit employees who are assigned to these committees but who do not have an assignment for a term during this agreement shall be paid for their time after submitting the hours they served on the committee at the end of each term.

ADDITIONAL PROVISIONS

1. Conflicting provisions: This MOU shall supersede any conflicting provisions in any existing collective bargaining agreement or past practice between the parties 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. In the event that the College or that 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.
4. The College will provide the Association at least 24 hours advance notice of any directive to return to normal and typical duty at the end of the coronavirus pandemic
5. 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.

6. This is MOU does not establish a precedence.

7. The agreement may be amended by mutual agreement, or by notification by either party during the month of March that they wish to seek changes to its terms.

8. This agreement will cease at the end of June, 2021 but may be extended by mutual agreement by the parties in writing. If the Governor's Executive Orders (or their equivalent) are still in effect as of May 30, 2021 the parties agree to meet on or after June 4, 2021 to review the terms of this agreement.

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Melissa Richardson

1/13/2021

Date Signed

1/14/2021

Date Signed

1/28/2021

Date Signed

1/28/2021

Date Signed

Appendix A



COVID-19 Sick Leave Program January 1, 2021 – June 30, 2021

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 full-time 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:

- Full-time 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 January 1, 2021 to June 30, 2021.
- 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 June 30, 2021 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.