

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CLACKAMAS COMMUNITY COLLEGE
AND THE
CLACKAMAS COMMUNITY COLLEGE EDUCATION ASSOCIATION**

Winter and Spring 2022

Clackamas Community College (CCC) and the Clackamas Community College Education Association (CCCEA) 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.

The College and Association agree that during the 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.

WORKING ON CAMPUS SITES

1. The College and all employees shall comply with any Governor's Executive Orders established in response to COVID-19 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 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, Article 4.1.3.
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. 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 requirements. 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.

TELEWORK / TELECOMMUTING

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 any Governor's Executive Order related to COVID-19 is in place.

2. 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.
3. 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.
4. 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. The College may determine if the campus reopens to additional classes or activities during the course of winter and/or spring 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 Return to Campus plan, including the application process.
4. Faculty shall not be required to teach face-to-face.

PAID LEAVE

1. 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, although the College may require verification from their treatment provider.
2. 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.
3. Full-time faculty who 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. Full-time faculty who are able to work remotely during quarantine will continue to perform their regular job assignments and receive their regular pay. Full-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).
4. Full-time faculty 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).
5. The use of accrued sick leave will be in accordance with the collective bargaining agreement.

NO UNDERLOAD

No faculty member shall be underloaded for winter term 2022 or spring term 2022.

FACULTY EVALUATION

The full-time faculty administrative evaluation process during the 2021-22 academic year will be as described in the 2019-2022 Full-Time Faculty Agreement, Article 13 with the following exceptions and clarifications:

1. Department feedback **for step advancement and probationary full-time faculty** may be gathered through a remote format such as ZOOM or email in winter and spring 2022. The method for feedback will be determined with dean and department consensus.
2. For full-time faculty who are typically assigned classes as part of their normal workload but who have alternative workload assignments during the year due to the COVID pandemic will consult with their supervisor to agree upon appropriate portfolio elements for the evaluation.

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. 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.
4. 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 spring 2022, the College and the Association agree to meet on or before February 4, 2022 to determine if this MOU should be updated for spring term.
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 MOU does not establish a precedent.
7. This agreement will cease at the end of spring term 2022 but may be extended by mutual agreement by the parties in writing. This MOU may be amended by mutual agreement.

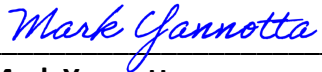
For the Association:



12/10/2021

Nora Brodnicki
FTF Co-President

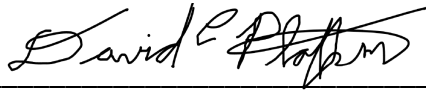
Date



Mark Yannotta
FTF Co-President

Date

For the Administration:



David Plotkin
Vice President, Instruction and Student Services

Date

Melissa Richardson
Chief Human Resources Officer

Date

Exhibit A

COVID-19 Sick Leave Program
January 1, 2021 – June 11, 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 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 11, 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 June 11, 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.