

## **MEMORANDUM OF UNDERSTANDING**

By and Between Shoreline Community College and the  
Shoreline Community College Federation of Teachers

### **Regarding COVID-19 Pandemic Response**

Upon approval by the membership of the Shoreline Community College Federation of Teachers (SCCFT), AFT Local #1950, and Shoreline Community College (SCC) Board of Trustees, the agreements captured in this MOU shall only be in effect during the COVID-19 pandemic period of time. The COVID-19 pandemic period of time is defined as the period of time, beginning March 2020, whereas there are restrictions in place on the College for face-to-face service and instruction by the federal or state government as a result of response to the COVID-19 pandemic; OR until the end of the existing 2019-22 collective bargaining agreement ends, whichever is sooner unless cancelled, extended, or amended by mutual agreement of the College and the Federation. These temporary agreements as captured in the MOU are necessitated by an emergency situation and shall not be considered precedent-setting.

### **#1. Workplace Safety and Training**

With uncertainty remaining, the Federation and the College will prioritize faculty health and safety as we transition back onto campus.

The College shall hold Return-to-Campus/College Recovery meetings with up to three (3) Shoreline Community College Federation representatives at least once every two weeks, during the period of time that the College continues to plan for the COVID-19 pandemic response, recovery, and/or remote instruction. The intent of these meetings is to share information, review draft recovery plans, and discuss constituency feedback specifically related to the COVID-19 recovery plan.

Faculty will be given reasonable accommodation to continue working from home to address high-risk health status, high-risk family members, or childcare needs impacted by modified school schedules. All necessary training regarding COVID19 protocols shall be offered for faculty and will be compensated at the general hourly rate of pay (Appendix A, Article 1, Section G) except for full-time faculty as these would be considered part of their annual mandatory trainings.

### **#2. Unemployment Claims**

The College agrees to continue to confirm unemployment claims that are truthful and valid. The College agrees to continue to update workers about protections and benefits provided by local, state, and federal agencies.

### **#3. Requests for Leave & Reduced Load**

The College will continue to exercise great flexibility when considering a faculty member's leave and reduced load requests, including those requests in response to the coronavirus pandemic. This includes leave requests for those with personal or family health challenges, and a particular faculty member's inability to teach online. Requests for reduced load will be reviewed on a case-by-case basis with consideration of the instructional and business needs of the College, and within any guidelines provided by federal or state agencies related to the COVID-19 pandemic.

### **#4. Professional Development Funds**

Faculty will be reimbursed for documented costs associated with pre-approved Professional Development travel, activities, & expenses that had been cancelled or inaccessible due to COVID-19 conditions and for which no refunds are available. Full-Time and Associate Faculty will be reimbursed from their respective sources of Professional Growth funds, per Appendix A. Article XIII. of the CBA.

### **#5. Pay for Overload Students**

For the Spring 2020 quarter, the class schedule had not been adjusted for fully remote and course caps needed to be lowered to their appropriate online caps (Article XXI, Section F1).

For Spring 2020, any faculty whose fully remote course on or after April 17, 2020 (the 10th day of the quarter) had enrollment that was greater than its online course cap (whether 30 students or fewer) shall be compensated at a rate of \$100 per student over the online course cap.

For Spring 2020, courses with enrollments above the capacity stated on the Master Course Outline (MCO), that had been approved by mutual agreement of the program faculty and the Unit Administrator, shall not receive this additional pay.

### **#6. Pedagogy Expectations**

The College agrees that faculty teaching courses, within the context of the COVID-19 pandemic, shall not be expected to go through full training to teach online courses, nor are they expected to implement a full array of high-quality online learning pedagogies. Instead the focus is on training tied to employing a set of fundamental online learning tools.

## **#7. Consideration for Payment for Online Course Development, Regular vs. Pandemic**

If no additional payments are made for course development, during the period of time that constitutes the COVID-19 pandemic, then the College agrees that courses shall not be considered fully online for the future.

## **#8. Pandemic Online Education Training**

The College agrees that any training created for the sole purpose of support for online teaching, related to the COVID-19 pandemic, shall not constitute sufficient training to qualify to teach future online courses when the pandemic ends.

## **#9. Recognition Stipend**

For Winter quarter 2020, instructional faculty members who converted their wholly in-person courses to emergency remote/ online format (arranged) will receive a recognition stipend for that work. This recognition stipend will be based on a \$250 amount for 1.0 instructional faculty FTE (load), proportionate to the individual instructional faculty member's total load for the quarter, whether more than or less than 1.0 instructional faculty FTE actual load. For faculty who converted multiple sections of the same course, only one section of each course converted will be included in the Winter quarter 2020 stipend calculation.

For Spring quarter 2020, instructional faculty members who converted their courses to emergency remote/online format will receive a recognition stipend for that work. This recognition stipend will be based on a \$1,500 amount for 1.0 instructional faculty FTE (load), proportionate to the individual instructional faculty member's total load for the quarter, whether more than or less than 1.0 instructional faculty FTE actual load. For faculty who had converted the same course for the end of Winter quarter 2020, faculty will still be compensated for the Spring quarter 2020 full conversion. For faculty who converted multiple sections of the same course, only one section of each course converted will be included in the Spring quarter 2020 stipend calculation.

For Spring quarter 2020, for or instructional faculty who had one or more converted courses cancelled, those cancelled courses will be paid an additional \$100 for each course cancelled, in addition to the \$100 rate agreed upon in CBA Article VII.D.3(c). Compensation will be distributed within 60 days of signing by the Shoreline Community College Board of Trustees. A representative from the federation and the College shall meet to review the calculation prior to its issuance in accordance with this MOU.

## **#10. Equipment Purchases & Reimbursements**

If employees request basic office equipment for home use (such as computers, monitors, printers, desk chairs, etc.) from their supervisor, the College agrees to the following mechanisms for providing appropriate office equipment for home use (e.g., computers, monitors, printers, desk chairs, office supplies):

- The College will manage the ongoing faculty requests to pick up faculty equipment from faculty offices or campus facilities.
- The College will manage a weekly request process for equipment needed to perform work at home.

The College will reimburse employees for purchases of workplace equipment through individual FTF or PTF professional funds if equipment was purchased with prior approval.

- The total amount shall not exceed \$600 per full-time faculty member. If FTF members funds have previously been used, then the faculty member may submit a request through the instructional equipment request process. If total funds have been expended, then the unapproved purchase will not be reimbursed.
- The total amount shall not exceed \$600 per part-time, priority associate or pro-rata faculty member. If PTF members funds have previously been used, then they may submit a request through the instructional equipment request process. If total funds (\$38,000 in the part-time pool) have been expended, then the unapproved purchase will not be reimbursed.

All equipment purchased shall remain the property of the College. The College agrees to keep the Part-Time Faculty Professional Growth Pool Fund Committee active on a continuous basis, including during the summer, so long as the College's COVID-19 pandemic response has faculty working remotely.

## **#11. Evaluations**

The College agrees that student evaluations of individual faculty may be influenced by and in reaction to the pandemic's compulsory remote online environment. The College agrees that evaluations of faculty should not include evaluation of pandemic-related matters beyond faculty's control.

Faculty performance evaluations will continue to support employee learning and improvement. Evaluation data related to changes in teaching modality will only be used for formative purposes, not for punitive purposes. This provision does not limit the

College's rights and actions for discipline or discharge, consistent with the collective bargaining agreement.

Any potentially negative evaluations will be monitored and discussed between a federation representative (reviewed on a case by case basis) and the Vice President for Student Learning for consideration of alternatives or deferral/extension of the evaluation during the period of time that we are operating predominantly online during the COVID-19 pandemic.

For Tenure Track Only:

Upon formal recommendation of the Appointment Review Committee, with the written consent of the probationary faculty member, the appointing authority (BOT) may extend the probationary period for one, two, or three quarters based on statute (RCW 28B.50.852). For any extension, the ARC shall recommend an improvement plan with the belief that the candidate will complete the plan satisfactorily. For any such plans the extension may include the impact of the COVID-19 pandemic and the related need for the extension.

For Other Evaluations (post-tenure, priority associate, and associate faculty):

With the approval of the Vice President for Student Learning, faculty may defer their evaluation process for up to three quarters during the pandemic. Deferrals will not alter the total number of quarters required for an evaluation.

For the Federation:

By: Eric Hamako 01.27.2021  
Eric Hamako Date  
SCCFT Local 1950 President

For the College:

By: Catherine D'Ambrosio, PhD, RN 01 Feb 2021  
Catherine D'Ambrosio, Chair Date  
Shoreline Community College  
Board of Trustees