

Covid-19 Related Agreements between the MCCC and the BHE as of 3/20/20

Note: Language on sick leave and travel are in a separate document.

The BHE/Community Colleges agree that nothing agreed upon between the MCCC (statewide or chapter) and the BHE and/or individual Community Colleges relative to the Colleges' responsive actions to the COVID-19 emergency shall be deemed precedential.

The BHE/Community Colleges agree that all extensions/postponements of grievances, mediations, and arbitrations shall be decided on a case-by-case basis by the involved parties. Any failure of the MCCC to grieve or bargain any decision or action by BHE and/or a College related to the BHE/colleges' actions and responses to the COVID-19 emergency shall not be deemed a waiver of the MCCC's rights to grieve or bargain a similar contractual issue in the future.

The BHE/Community Colleges agree that no MCCC Day or DCE faculty unit member shall be required to teach on-line during this crisis but agree that faculty shall engage in remote learning consisting of multiple types of teaching modalities that may or may not include on-line teaching. If a faculty unit member does teach a course(s) online during this crisis, the individual faculty member retains ownership of all course materials. Any full or part-time Day or DCE Faculty who is unable to perform instructional responsibilities including lab or clinical and receives pay for such an assignment/workload continues to be responsible for completing the obligations of their employment contract and subject matter content with the prior approval of the College. If such work is not completed by June 27, 2020, exclusive of incompletes, the parties agree to confer on the matter. This provision shall not be construed as an extension of the Academic Year per the pertinent provisions of the collective bargaining agreement.

The BHE has advised the MCCC that members are not required to sign any college created telecommunications agreements and that Interim Telecommuting Guidelines have been issued as of March 18, 2020 and all employees shall be provided copies of them. This provision does not preclude temporary modifications to employees' E-7's including reasonable and flexible adjustments to when or how duties will be performed.

It is agreed that faculty members shall communicate with their students any changes to their courses as a result of the Covid-19 crisis. Faculty do not need to update their course syllabus to accomplish notification of these course changes.

The BHE/community colleges agree to continue to pay part time employees for the immediate foreseeable future. All part-time professional staff members will be encouraged to work remotely if the College determines that some or all of their work can be performed remotely for some or all of their scheduled work days. If a college has adopted restricted campus access (but isn't closed), and the unit member cannot perform their duties remotely, the colleges will continue to pay part-time professional staff if they are not

assigned to work at the College until further notice. The Parties will discuss any potential changes as the situation may unfold.

Professional Staff unit members' period of evaluation shall end on February 29, 2020 and will not be evaluated on work performed for the remainder of the Spring 2020 semester.

The MCCC and BHE will continue to discuss DCE evaluations that may or may not occur in the Spring of 2020 dependent upon the limited access of Community Colleges and are in agreement that no evaluations will cover work in the Spring 2020 semester performed after February 29, 2020. The Colleges shall not conduct or consider student evaluations for the Spring 2020 semester.

The BHE/community colleges agree to make every effort to provide advance notice to employees of cleanings (other than normal/routine cleanings) other than in emergency situations, in which case, notice shall be provided as soon as possible.

The BHE agrees that the Community Colleges will be asked to provide the MCCC a report on the Sick Leave Bank balance of each community college's Day Unit Sick Leave Bank

The BHE/community colleges agree to provide notice to MCCC employees of any positive and presumptive cases of Covid-19 at a College through the College's existing notification processes (e.g., email to college email address, website postings).

The BHE/community colleges agree will make available supplemental cleaning and/or sanitizing supplies to all unit members physically assigned to the College's campus(es) in addition to the routine and expanded building cleanings that are occurring. Unit members may request additional cleanings consistent with CDC/DPH guidelines.