

MEMORANDUM OF UNDERSTANDING
BETWEEN
HARTNELL COMMUNITY COLLEGE DISTRICT
AND
HARTNELL COLLEGE FACULTY ASSOCIATION
REGARDING RETURN TO IN-PERSON INSTRUCTION
AND NONINSTRUCTIONAL SERVICES

May 26, 2021

The Hartnell Community College District (“District”) and the Hartnell College Faculty Association (“Association”) enter this Memorandum of Understanding (“MOU”) to address the impacts and effects on working conditions related to the return to in-person instruction and non-instructional services during the continuing COVID-19 pandemic.

The Parties recognize that COVID-19 presents unique challenges to educational institutions which require creativity and understanding on behalf of both parties. The Parties recognize the need for flexibility to comply with legal mandates, as well as directives/guidance issued by public health officers, including the California Department of Public Health (“CDPH”), California Division of Occupational Safety and Health (“CalOSHA”) and the County of Monterey Health Department. The Parties are committed to working together to safely transition back to in-person instruction.

The Parties have an existing Memorandum of Understanding dated November 19, 2020 Regarding COVID-19 (“November 2020 COVID MOU”) that addresses working conditions related to the District’s management of COVID-19 in the workplace. This MOU shall supplement the November 2020 COVID MOU between the District and HCFA and the provisions of the November 2020 COVID MOU shall remain in effect. In the event of any conflict between the November 2020 COVID MOU and this Agreement, the terms of this Agreement shall control.

1. **Testing.** The District will conduct periodic COVID-19 surveillance testing or exposure testing of unit members with on campus assignments during the Summer and Fall 2021 terms. Any such testing shall be consistent with CDPH guidelines and will be completed at no cost to the unit member. The District may divide unit members into testing cohorts to stagger testing as needed.
2. **Leaves.** Emergency Paid Sick Leave under the federal Families First Coronavirus Response Act has expired. Through Senate Bill 95, enacting Labor Code Section 248.2, California has adopted new supplemental paid sick leave provisions specific to COVID-19. Under the provisions of Section 248.2, unit members may utilize up to 80 hours of paid leave for any of the reasons authorized in the law, including but not limited to: completing a mandatory quarantine or isolation period; self-quarantine upon recommendation of a health care provider; experiencing symptoms of COVID-19 and seeking a medical diagnosis; caring for a family member who is subject to a quarantine

or isolation order; attending an appointment to receive a COVID-19 vaccination; or, experiencing symptoms from a COVID-19 vaccination that prevent the unit member from working. Supplemental paid sick leave under Labor Code Section 248.2 shall replace the references to “federal EPSL” in section 4 of the November 2020 COVID MOU.

3. **In-Person Instruction & Services.** The Summer and Fall 2021 terms shall have both in-person and online course offerings, and in-person and online noninstructional services limited to a maximum of 50% of room capacity for in-person course offerings and non-instructional services in the Summer 2021 term and 75% of room capacity for in-person course offerings and in-person non-instructional services in the Fall 2021 term. Counseling services shall be as described in Section C below. Pursuant to section 2.a. of the November 2020 COVID MOU, in-person instruction and in-person noninstructional services shall operate consistent with the most protective terms of the current orders of the state and Monterey County Public Health officials, CalOSHA, CDC and the CDPH Institutions of Higher Education Guidance that are applicable to the worksite.
 - A. Faculty may be assigned to provide services as determined by the district to meet the needs of students through remote, hybrid, and/or face to face delivery. (Hybrid shall mean a combination of face-to-face meetings and remote activities which could be synchronous or asynchronous.) No faculty member will be required to simultaneously teach any section in-person and on-line (Zoom in the Room”).
 - B. As part of an anticipated incremental return to pre-pandemic operations, reduced in-person lecture and Lab instruction will be offered on the Main Campus, the Alisal Campus, the Soledad Education Center, and the King City Education Center, in all programs as scheduled in Summer 2021, beginning June 7, 2021.
 - 1) For Summer 2021, in-person or hybrid assignments with face-to-face instruction shall be made by mutual written agreement between the District and the faculty member. Faculty member acceptance of the Notice of Assignment shall constitute evidence of the mutual agreement.
 - 2) For Fall 2021, the District shall first seek volunteers for all in-person or hybrid assignments. If a volunteer cannot be found for an in-person or hybrid assignment, the District may assign a faculty member to teach the course.
 - 3) In-person or hybrid assignments will comply with the 50% (Summer) and 75% (Fall) room capacity limits described above.
 - C. As part of an anticipated incremental return to pre-pandemic operations, reduced in-person counseling services on the Main Campus, the Alisal Campus, the Soledad Education Center, and the King City Education Center will begin on August 23, 2021, consistent with the normal counselor contract service dates for Fall 2021.

- 1) Appointments for in person counseling in the regular counseling offices in Building B on the Main Campus shall be coordinated to ensure that there is one empty office between each session taking place. Counselors may be temporarily relocated to other office space in order to provide larger rooms to meet with students or greater separation between faculty members.
 - 2) The number of scheduled in-person counseling hours shall not exceed a maximum of 15.0 hours per week, except by mutual agreement between the District and the faculty member. Counselors shall work with their supervisor to establish a mutually agreeable schedule based on student needs. Schedules shall ensure that counselors are available to students during regular morning, afternoon and evening hours. The supervisor shall resolve scheduling conflicts by seniority.
 - 3) If additional face-to-face counseling sessions are needed volunteers will first be sought to staff in-person counseling sessions. If there are no volunteers, then counseling staff shall rotate in-person counseling duties to meet the student need.
 - 4) Counselors may work remotely, off campus, when they are not scheduled for their in-person counseling duties.
 - 5) Every effort will be made to ensure and maintain student confidentiality.
 - 6) Drop-in counseling services shall continue virtually during the Summer and Fall 2021 semesters.
- D. Library services will continue consistent with Section 5.G. (pages 46-48) of the Hartnell College Pandemic Response Plan.
- E. Faculty load will be calculated pursuant to the terms of the current collective bargaining agreement. If a course must be divided into additional sections to maintain social distancing, faculty who are assigned beyond their full instructional load will be compensated at the NIC rate. The District shall follow the process of seeking volunteers pursuant to Article 9, paragraph E. of the collective bargaining agreement before assigning faculty beyond a full instructional load.
- F. Instructional and non-instructional services include duties assigned to instructors, librarians, and counselors pursuant to the existing collective bargaining agreement. Special Project Agreements, whether compensated through reassigned time or a stipend, may be developed and the District may schedule these duties to be performed virtually, hybrid or in-person. Acceptance of the Special Project Agreement constitutes agreement to the form of service delivery (in-person/virtual).
- G. For the Summer and Fall 2021 terms, Faculty may choose to conduct office hours in-person or virtually. If office hours are virtual, they shall be conducted in a manner that allows direct interaction between the student and faculty member (i.e., by Zoom, Google Meets, etc.)
- H. For the 2021-2022 academic year, faculty shall participate in three (3) days of mandatory flexible calendar professional development as scheduled by the

District pursuant to the current collective bargaining agreement. The District may schedule this professional development for delivery remotely, hybrid, or in-person. The District will schedule mandatory professional development during Fall 2021 (Convocation) to be all virtual. Faculty shall complete two (2) additional days of flexible calendar professional development, scheduled by the faculty member, which they may choose to complete remotely, hybrid, or in-person.

- I. Faculty committee meetings, department meetings and other mandatory meetings may be scheduled virtually, or in-person so long as applicable health guidelines are met.
- J. Faculty shall have the option to work in their offices while maintaining safe distancing and all relevant safety protocols.

4. Additional Safety Measures.

- A. Faculty shall not be assigned to assist the District with the health screening of students. Licensed Nursing and Allied Health faculty and faculty athletic trainers may perform employee and student health screening in their respective programs by mutual agreement between the District and the member pursuant to section 2.g., paragraph 7, of the November 2020 COVID MOU.
- B. All workspaces in which bargaining unit members are required to perform their job duties shall have adequate ventilation to safeguard against the spread of the virus. Doors and windows shall be operational, and mechanical ventilation systems in buildings must be operated continuously during normal working hours. All ventilation filtration shall be MERV-13 or the highest feasible level. Unit members shall not be required to work in areas without the safety measures described above.
- C. Faculty who believe their workspace does not meet applicable air ventilation guidelines in the CDPH guidance shall meet with the member's direct supervisor. The District will review the concern and provide a solution compliant with CDPH guidance. It is understood that solutions may include providing the member with a temporary alternate workspace or provision of a portable air cleaner with HEPA filters adequate for the workspace.
- D. A log of each building's completed HVAC filter change will be maintained and be available to HCFA representatives before returning to on-campus instruction.
- E. The ventilation system in every building shall be inspected daily to ensure it is operating properly.
- F. Maintenance schedules for the operation of the ventilation system will be made available to HCFA.
- G. Classes in the NAH program shall continue to follow the separate safety measures set forth in section 2.d.1. of the November 2020 COVID MOU.
- H. Physical Education classes and the Athletics Program shall continue to follow the separate safety measures set forth in section 2.d.2 of the November 2020 COVID MOU.

- I. Unit members shall be notified in accordance with AB 685, where a person with a confirmed positive case of COVID -19 was present on a work location during their infectious period.
 - J. Contact tracing protocols will be used when any outbreak of COVID-19 occurs among any part of the campus community.
 - K. Security assistance will be made available to respond to possible situations of refusals to comply with any applicable mask mandate or other safety measures.
 - L. To assist with COVID-19 self-assessment and contact tracing, the District will provide all students with in-person classes during the Summer and Fall 2021 terms access to the “Titan HST” Application. As Titan notifies the District of a student entering campus who either did not complete the screening or failed the screening, the District will contact that student to ensure they complete the screening and are cleared to enter, or the student leaves the campus.
 - M. The District will make every reasonable effort to ensure that every staff person and student who comes onto campus shall use the Titan HST app, including incentives, training, educational campaign, and publicity.
 - N. The District will enforce requirements for face coverings for all persons on all campus locations according to the most protective guidance issued by the State Department of Health, the Monterey County Health Department, the CDC or CalOSHA. Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist. Any non-exempt student not wearing a mask shall not be allowed in class until s/he is wearing a mask.
 - O. To ensure that applicable room capacity is maintained, the District shall label extra chairs or student work stations as “unavailable” in a manner that clearly indicates the seating area or work station is not to be used.
5. **Evaluations.** Article 13 of the collective bargaining agreement, regarding Evaluation of Regular (Tenured) Academic Personnel shall be suspended for the duration of this agreement, except as stated in this section. Tenured faculty who have not received a scheduled required evaluation during the pandemic shall receive an evaluation during the 2021-2022 academic year. The evaluation process shall consist only of the process described in Article 13.E.2.a., 13.E.2.b., 13.E.3.a. and 13.E.3.b. of the collective bargaining agreement. The evaluation may be completed at any time during the 2021-2022 academic year. Adjunct faculty may be evaluated by the District as the District deems necessary. Adjunct faculty who wish to be evaluated for seniority shall have the option of requesting an evaluation.
6. **Additional Responsibilities & Compensation.** Faculty shall perform the unit member responsibilities listed in Section 2.g. of the November 2020 COVID MOU. In recognition of these additional responsibilities and efforts associated with operating in both a virtual and in-person work environment, faculty assigned to in-person instruction or services during the Summer or Fall 2021 terms shall receive a one-time stipend as follows:

- A. **Summer 2021 Term:** \$100.00 per credit hour of in-person instruction or services. Faculty providing noninstructional services that are not assigned by credit hours shall receive a stipend equal to the stipend for 15 credit hours of in-person instruction multiplied by the percentage of their in-person services to a full-time assignment, with a cap of 100%. [Example of 40% in-person: ($\$3,000 \times .4 = \$1,200.00$)] The stipend shall be paid in monthly installments starting with the first month following the delivery of in-person services.
 - B. **Fall 2021 Term:** \$100.00 per credit hour of in-person instruction or services. Faculty providing noninstructional services that are not assigned by credit hours shall receive a stipend equal to the stipend for 15 credit hours of in-person instruction multiplied by the percentage of their in-person services to a full-time assignment, with a cap of 100%. [Example of 40% in-person: ($\$3,000 \times .4 = \$1,200.00$)] The stipend shall be paid in monthly installments starting with the first month following the delivery of in-person services.
 - C. In recognition for the transition to on-line delivery of instruction during a crisis, and in full reimbursement for personal costs borne by bargaining unit members associated with working and teaching remotely from their home, all faculty who were employed and worked from March 17, 2020 to June 30, 2021 shall receive a one-time stipend of \$1,500, paid in a separate check no later than September 30, 2021. Each faculty member shall sign an acknowledgement confirming that receipt of this stipend extinguishes all reimbursement obligations for personal expenditures related to on-line instruction.
7. **Completion of Effects Negotiations.** This MOU completes all negotiations over the effects arising from the return to in-person instruction and in-person noninstructional services. The association reserves the right to negotiate any additional impacts of the COVID-19 pandemic not addressed in this agreement or the November 2020 COVID MOU, including but not limited to future college closures or the effects of additional instructional days for the 2020-2021 academic year.
8. **General Provisions.**
- A. Term. The Parties agree that this MOU shall expire on December 31, 2021, unless extended or modified by mutual written agreement.
 - B. Not Precedent Setting. The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.
 - C. Complete Understanding. This MOU and the November 2020 COVID MOU represent the full and complete understanding between the Parties. There are no other oral agreements on the topics covered herein and neither party has relied upon any express or implied representation not contained in this MOU or the November 2020 COVID MOU.

D. Execution. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures through electronic verification (i.e., DocuSign), or signatures transmitted by facsimile or e-mail shall be deemed original signatures.



For the Association

Dated: May 28, 2021



Thomas R. Manniello (May 28, 2021 12:45 PDT)

For the District

Dated: May 28, 2021

Final MOU HCFA-HCCD

Final Audit Report

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