

MEMORANDUM OF UNDERSTANDING
BETWEEN
HARTNELL COMMUNITY COLLEGE DISTRICT
AND
HARTNELL COLLEGE FACULTY ASSOCIATION
REGARDING COVID-19 CORONAVIRUS

The Hartnell Community College District (“District”) and Hartnell College Faculty Association (“Association”) enter this Memorandum of Understanding (“MOU”) to address the impacts and effects on working conditions-related to the District’s management of the coronavirus COVID-19 (“COVID-19”) in the workplace.

The parties recognize that the trajectory of COVID-19 remains uncertain, and that after the District determines to open its campuses for designated programs and services staff may need to self-quarantine, become quarantined, and/or the District may need to re-close a campus, building, or other physical site to slow the spread of illness arising from the coronavirus during the 2019-20, 2020 - 2021 academic years. This MOU is designed to help guide the parties through these uncertain times. However, the parties understand that future management decisions may implicate unanticipated impacts on working conditions, in which case the parties will convene to modify this MOU.

1. TERM

This MOU shall remain in effect until the District is not subject to any restrictions pursuant to local, state or federal health orders or other restrictions due to COVID-19, as modified from time-to-time by the parties.

2. WORKPLACE SAFETY

2.a. Application. So long as this MOU remains in effect, this section shall apply to all worksites as defined by the CBA (with the exception of worksites over which the District does not have control) where the District has determined to resume face-to-face instruction or non-instructional educational services performed by unit members.

2.b. District Adherence to Public Health Directives and Best Practices. The District shall develop and implement safety protocols regarding the reopening of physical worksites that comply with the most protective of the current orders of the state and Monterey County Public Health Officials, Cal-OSHA, current CDC guidance regarding safe practices, the CDPH Institutions of Higher Education Guidance regarding athletic programs, gyms, pools and fitness facilities, and where the CDPH is silent the NCAA guidance . District-developed protocols shall be made available on the District’s website and returning students will receive information on the protocols they are required to follow. Adherence to public health orders and CDC safe practice guidance includes all guidance and directives applicable to the worksite including but not limited to:

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- 1) Arrangement of worksites to conform to social distancing requirements;
- 2) Regular sanitizing of worksites;
- 3) Worksites closures and sanitizing in response to a possible exposure;
- 4) Health screening of those present in the workplace; and
- 5) Removal of individuals from the workplace due to an exposure or display of symptoms
- 6) Delivery of instruction in clinical environments or other settings where general social distancing guidelines are not feasible.

2.c. Additional District Safety Measures. To the extent not otherwise required pursuant to the laws and directives referenced above, the District will:

- 1) Provide hand sanitizer in easily accessible and clearly marked areas around every campus or other worksite where unit members are assigned to attend work.
- 2) Ensure that all bathroom and faculty break room sinks are kept stocked with soap and paper towels.
- 3) Provide clear signage reminding those on campus of social distancing and face covering requirements, location of hand sanitizer, where a mask can be obtained if needed and other information to assist individuals adhere to safe practices.
- 4) Provide orientations and training as needed to faculty with regard to District safety protocols.
- 5) Ensure that all security personnel for the District are made aware of the terms of this MOU and the authority of faculty to enforce student social distancing and safety protocols in their classrooms.

2.d.1. Additional NAH Safety Measures. The District shall provide the following additional safety measures in the NAH program.

- 1) Hand sanitizer will be provided in each NAH classroom, so long as sustainable, based on available supplies.
- 2) NAH faculty will have access to a bathroom designated as employee only.
- 3) Non-NAH Staff attending work in a facility that is utilized by an NAH classes shall either engage in the health screening process developed by the NAH program, or be provided work ingress, egress and work space that results in no contact with staff, students and faculty in the NAH program.

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- 4) All NAH faculty will be provided with a supply of disposable gloves on request.

2.d.2 Additional Safety Measures for Athletics Program and Physical Education Classes

- 1) In the event that indoor activities are reinstated during the term of this MOU, hand sanitizer will be provided in each gym, classroom, or other activity area, so long as sustainable, based on available supplies.
- 2) In the event that indoor activities are reinstated during the term of this MOU, Athletics faculty will have access to locker rooms and bathrooms in Building H that are designated as employee only.
- 3) In the event that indoor activities are reinstated during the term of this MOU, and non-Athletics programs or activities are scheduled for buildings where athletics programs or physical education classes are being conducted (specifically buildings F, G or H, P), non-Athletic program staff and students shall either engage in the health screening process being utilized for the Athletics program, or be provided ingress, egress and space usage that results in no contact with staff, students and faculty in the Athletic program and PE classes. Any custodial staff engaging in cleaning or other duties while Athletic faculty are present will have complied with daily health screening requirements and adhere to social distancing protocols.
- 4) All Athletics faculty will be provided with a supply of disposable gloves on request.
- 5) Athletic faculty who are required to engage in COVID-19 testing on a regular basis pursuant to the applicable CDPH guidance shall comply with such requirements. The costs of all such testing shall be covered by the District.
- 6) Faculty who believe their workspace does not meet the 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 a member with a temporary alternate workspace.

2.e. Member privacy. The District's health screening protocols shall be conducted in a manner that complies with applicable privacy law in how the screening information is gathered and retained.

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2.f. Future duty to bargain. The District shall continue to implement protocols that comply with all local and state public health orders, and CDC safe practices guidance, as these directives and guidelines may change from time-to-time. Where implementation of a revised public health order requires modification of a current District protocol, the District shall provide notice to the Association and bargain any additional effects on working conditions that the Association identifies.

2.g. Unit Member responsibilities.

- 1) So long as any applicable health order requires face coverings for all individuals in public areas, faculty will be expected to arrive to work wearing a compliant, faculty-supplied face covering.
- 2) Students who enter class or report for an activity without a required face covering will be directed to an administrative office where supplies of face masks will be maintained. Clear signage will also advise students of their responsibility to arrive to campus with a face covering, and where to go if they need one .
- 3) Faculty will enforce social distancing requirements, just as they enforce other rules of comportment in their classrooms.
- 4) Faculty will be responsible for disinfecting lecterns, desks, equipment, and other surfaces touched by the member before and after class. Disinfectant wipes will be provided by the District in each classroom or facility for this purpose, and disposable gloves on request.
- 5) Faculty will remind students that they are responsible to wipe down their desks, lab areas, equipment and other touched areas by students before and after class. Disinfectant wipes will be provided by the District in each classroom for this purpose. Students will be provided training on how to effectively disinfect their areas.
- 6) Faculty will adhere to District health screening protocols.
- 7) Licensed Allied Health faculty may, on mutual agreement with member, be assigned, to assist the District with gathering health screening information from employees working in, and students enrolled in, Allied Health programs. Similarly, faculty Athletic Trainers may, on mutual agreement with the member, be assigned to assist the District with gathering health screening information from employees working in, and students participating in the Athletic Program and/or enrolled in physical education classes. There shall be no retaliation against a faculty member for declining a request to perform this work. In the event faculty trainers decline to, or are not available to

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perform this work, other Athletic faculty may voluntarily perform this work. Where so assigned:

- i. They shall be provided with District-supplied PPE for use during the screening process; and
 - ii. They shall be compensated for all time performing these duties at 15% above the regular lab rate.
- 8) The District expressly states in this MOU that any member assigned to assist with health screening protocols is acting within the course and scope of the member's employment and as such is fully indemnified by the District with respect to any claim that asserts injury caused by the District's health screening process.

3. ONLINE INSTRUCTION AND NON-INSTRUCTIONAL EDUCATIONAL SERVICES

For classes and non-instructional educational services that the District determines to keep online while this MOU is in effect, the following shall apply:

3.a. Compliance with health orders. In no event will the District authorize the delivery of face-to-face instruction or non-instructional educational services that violates a state or local public health order. Once particular face-to-face instruction or services are permitted, the District will only authorize those services once it has determined that it is safe and feasible to do so.

3. b. Certification to Deliver Distance Education. Every unit member who is assigned at least one Fall 2020 or Spring 2021 online class must successfully complete "Teaching 102: Virtual Classroom Skills" no later than September 30, 2020, unless the member has already:

- 1) Successfully completed Teaching 102;
- 2) Designed and taught an online course. For the purposes of this MOU only, members who transitioned a class online in Spring 2020 are deemed to have satisfied this requirement.

3.c. Credit and compensation for participation in DE certification training. Faculty who have not met any of the above criteria, and are therefore required to take Teaching 102, will receive FLEX for 6 hours of Professional Development training. If the required training exceeds a member's available FLEX credit, the member will receive a stipend of \$40 per module (not getting Flex credit) up to a maximum of \$240. Additionally, members who are excused from taking Teaching 102, based solely on their having transitioned Spring 2020 classes online, but who voluntarily enroll, will also be paid for hours in excess of available FLEX time, at the stated rate and cap.

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3.d. Online class scheduling and load. Classes/courses held online may not correspond to the same scheduling requirements as an in-person class. While this MOU remains in effect, Article 22, regarding online teaching loads shall be waived.

3.e. Evaluations of online instruction and educational services.

1) Tenured Faculty

Evaluations of tenured faculty currently subject to evaluation under Article 13, Sections 13.1 through 13.6, whose assignments for Fall 2020 are online, shall be postponed to the 2021-2022 academic year.

2) Tenure Track Faculty

Tenure track faculty will continue to be evaluated on their regular schedule, modified as follows for members whose first online assignment was in Spring 2020 or will be in Fall 2020 and/or Spring 2021.

- i. **For instructors:** Evaluators should give feedback on the use of teaching methodologies and technology, but the feedback on distance education technologies should not negatively impact the evaluatee's final rating.
- ii. **For counselors:** Faculty who temporarily transition face-to-face service delivery to a distance modality will not be evaluated on their use of the distance technology (Zoom). Evaluators should give feedback on the use of counseling methodology and technology, such as DegreeWorks, assist.org, etc., but the feedback on Zoom technology should not negatively impact the evaluatee's final rating.
- iii. **For librarians:** Faculty who temporarily transition face-to-face service delivery to a distance modality will not be evaluated on their use of the distance technology. Evaluators should give feedback on the use of reference and library instruction methodologies, but the feedback on the technology should not negatively impact the evaluatee's final rating.

3.f. Office Hours. While this MOU remains in effect, in order to limit face-to-face interactions to those that are necessary, bargaining unit members shall conduct their contractual office hours online and/or via email. Adjuncts participating in the office hours program will use the same form of documentation for off-campus office hours used prior to the pandemic.

3.g. Service Responsibilities. While this MOU remains in effect, in order to limit face-to-face interactions to those that are necessary, bargaining unit members shall conduct college service hour responsibilities online and/or via email. -

3.h. Access to Offices. Faculty currently do not have access to their offices for the purpose of conducting work. So long as the District keeps faculty offices closed, members may arrange to

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gain limited entry to their offices to get materials or equipment necessary to performed their assigned duties. A faculty member who needs such access shall email an access request to their Dean that indicates what is needed and when it is needed. Once access is authorized, the Dean will confirm with the unit member the date and time of access. The Dean will also remind the faculty member that they must email the Department of Public Safety when they have arrived, and again just before leaving, so arrangements can be made to sanitize the office.

4. LEAVES

4.a. Leave due to individual employee quarantine. If a member cannot attend work due to – a potential exposure to the coronavirus that results in a quarantine order, self-isolation recommendation from a qualified medical professional or District directive not to attend pursuant to the District’s health screening protocols, the District will make reasonable efforts to provide the member with telework opportunities consistent with the members regular job duties and expertise. However, in no event will a course be transferred to an online format because of a member’s need to quarantine. Where telework is not available, the member shall use available, federal EPSL leave. If that leave is exhausted before the member is able to return to work, the member shall use paid leave ducted from the member’s sick, or personal, leave banks. or extended illness leave, where applicable.

4.b. Leave due to member illness. Where an individual member requires leave due to the employee’s own COVID-19 related illness, including display of COVID-19 symptoms, the District shall first apply available EPSL leave, followed by the employees available sick leave and extended illness leave. If a member prefers to telework rather than take leave, the member may provide a doctor’s note indicating that the member is experiencing mild symptoms that, but for the possibility of COVID-19, would not warrant staying home. Where such a note is provided, the District will make reasonable efforts to provide the member with telework opportunities consistent with the members regular job duties and expertise. However, in no event will a course be transferred to an online format because of a member’s need to quarantine.

5. FUTURE CLOSURES

5.a Application. Consistent with the current state and local health orders, the District has authorized certain Nursing and Allied Health classes to be offered face-to-face. This section addresses what shall occur in the event of a future campus closure that requires cessation of face-to-face instruction.

5.b. Notice. Faculty will be notified by email or phone about any campus closures, including any decisions to extend such closures once they commence.

5.c. Class Cancellations.

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1) Regular Faculty

In the event a future closure results in the cancellation of a regular member's class or classes, Article 9.F regarding load balancing shall apply, except that the limit on class reductions shall not apply.

2) Adjunct Faculty

In the event a future closure results in the cancellation of an adjunct member's class or classes, and the member cannot be reassigned to an available on-line assignment, the member shall be compensated through the last date of instruction before the cancellation, plus one additional week of compensation for each cancelled class.

5.d. Right to negotiate. So long as this MOU remains in effect, pursuant to paragraph 1. The Association reserves the right to negotiate any additional impacts of college closures, including but not limited to the effects of required additional instructional days-for the 2020 - 2021 college year. -

6. GENERAL TERMS

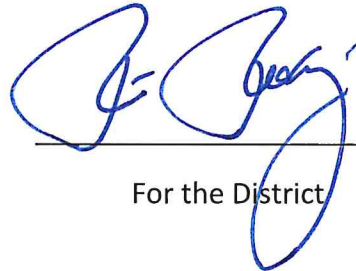
- a. All other terms and conditions of work shall be in accordance with the current collective bargaining agreement between the District and HCFA. Immediately following return to normal campus operations and face-to-face instruction, unless otherwise negotiated by the parties, all terms, conditions, and agreements stated in this Agreement shall cease and return to that stated in the current collective bargaining agreement between the District and HCFA.
- b. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
- c. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.
- d. Modification: This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both Parties.
- e. Execution: The Agreement may be executed in several counterparts, and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.

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- f. All other terms and conditions of work shall be in accordance with the current collective bargaining agreement between the District and HCFA. Immediately following return to normal campus operations and face-to-face instruction, unless otherwise negotiated by the parties, all terms, conditions, and agreements stated in this Agreement shall cease and return to that stated in the current collective bargaining agreement between the District and HCFA.
- g. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
- h. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.
- i. Modification: This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both Parties.
- j. Execution: The Agreement may be executed in several counterparts, and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.



For the Association



For the District






HCCD and HCFA MOU COVID19 - Athletics Addendum

Final Audit Report

2020-11-19

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