

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

or isolation order; attending an appointment to receive a COVID-19 vaccination; or, experiencing symptoms from a COVID-

- 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.

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

I. Unit

- 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-

