

MOU COVID-19 and Faculty Return to Campus

This memorandum is agreed between Allan Hancock Joint Community College District (District) and the Faculty Association concerning the impacts and effects of a return to campus.

The District and the Faculty Association recognize the changing nature of the COVID-19 pandemic. As the public health guidance for COVID-19 safety and prevention continue to develop and mature, the District and the Faculty Association recognize the ongoing need to adapt operations and protocols to meet current conditions and reflect the current understanding and will meet through the summer to apprise the situation.

Amidst these changing conditions, the District and the Faculty Association affirm the importance of maintaining safe facilities and operations for the benefit of the students and communities served by the District as well as its faculty and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

To these ends, the District and Faculty Association agree as follows:

1. **Safety and Training:**

The District shall follow the Allan Hancock College Pandemic Response Plan related to safety and training, with the understanding the plan is a living document subject to change with or without notice as Centers for Disease Control and Prevention (CDC) guidance evolves for the duration of the COVID-19 pandemic. The District will alert the Faculty Association to changes in the Response Plan when they occur. If the changes are within the scope of bargaining as defined by government code 3543.2, contract, or the conditions outlined in this MOU, the District and Faculty Association shall meet to bargain the impact on bargaining unit members. Should the District develop a policy or procedure related to COVID-19 that does not currently exist in the Pandemic Response Plan, the District shall provide that information to the Faculty Association. The plan and all updates will be posted on the District's COVID resources website at <https://www.hancockcollege.edu/covid/>. CDC guidance for Colleges and Universities can be found at <https://www.cdc.gov/coronavirus/2019-ncov/community/colleges-universities/index.html>.

The District will continue to provide training to bargaining-unit employees on COVID-19 information and prevention.

Some specific protocols that relate to faculty and students in on campus are as follows:

- a) Faculty and students will be required to wear a face covering at all times on campus and the District will provide a face covering if they do not have one.
 - i. Faculty with medical exemptions to face coverings must work with the Human Resources Department for accommodations.

- ii. Student failure to wear a face covering is a disciplinary issue: faculty are responsible to ask student not following this rule to don covering or leave the classroom or office.
- b) The District will provide a safety and prevention video before the start of the semester. The video will be available online for students to view before coming to campus. In addition, faculty may show it in class and or provide a link to the video on Canvas and/or in the course syllabus.
- c) Students and faculty are asked to complete a COVID-19 district-provided self-screening prior to entering the campus; if they fail the screening, they agree not to come to campus.
- d) Students and faculty must adhere to the guidelines for social distancing that are active at the time, as approved by the Centers for Disease Control and Prevention (CDC).
- e) All campus personnel will follow the [quarantine protocols](#) identified by the Centers for Disease Control and Prevention (CDC) that are active at the time of their exposure to COVID-19¹.
- f) While faculty are not required to solicit information from students about exposure or infection, faculty should report student-disclosed exposure or infection information to this email address: covidresponseteam@hancockcollege.onmicrosoft.com.

2. Facilities:

The District agrees to follow the Allan Hancock College Pandemic Response Plan with regard to the use and cleaning of instructional and service spaces.

Some specific facilities protocols that relate to instruction and service are as follows:

- a) High touch surfaces and shared objects will be cleaned and disinfected daily². For protocols related to cleaning of classrooms, offices and facilities, see Section 2.K. of the Pandemic Response Plan, Cleaning Disinfecting, and Prevention Protocols.
- b) All classrooms and offices will have safety and prevention signage.
- c) Classroom and office capacities will reflect CDC guidelines that are active at the time.
- d) The District will provide appropriate ventilation in every instructional and service space, MERV filtration will be upgraded as possible, and each classroom and office will be assessed to maximize air exchange and ventilation. This may include freestanding HEPA filtration as needed.
- e) Cleaning supplies will be available in each classroom and service area.

3. Leaves and Accommodations:

The district shall follow state and federal obligations regarding leaves of absence for reasons related to COVID-19, and in accommodating employees with disabilities.

The district shall provide access to 80 hours of supplemental paid sick leave in accordance with California State Senate Bill 95 (SB95) for COVID-19 qualifying events through September 30, 2021.

¹<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html>

²<https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>

Faculty that are absent from service or instruction for reasons not related to COVID-19 must use their personal leave balances.

Accommodations for Dependent Care:

The District shall follow state and federal obligations regarding dependent care. Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children.

The district shall provide access to 80 hours of supplemental paid sick leave in accordance with California State Senate Bill 95 (SB95) for COVID-19 qualifying events through September 30, 2021.

Faculty that are absent from service or instruction for reasons not related to COVID-19 must use their personal leave balances.

4. Reporting Unsafe Conditions

In the interest of protecting community and workplace health, any employee shall report, in writing, any unsafe condition in the working environment to their immediate supervisor.

All employees shall have the right, without retaliation, to request reasonable workplace accommodations should working conditions be considered unsafe. Employees shall notify their supervisor in writing of such request, and the basis therefore in accordance with the Collective Bargaining Agreement Article 9. Employees may be assigned to complete alternate work if available, or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification reasonably addresses safety concern(s).

If a faculty member is told by a student that they have contracted COVID-19 or were in recent close contact with someone who has, the faculty member is asked to report this information to Human Resources using this email contact:

covidresponseteam@hancockcollege.onmicrosoft.com

5. Modality Selection

1. Faculty, with input from their dean will select the modality of their fall 2021 courses and scheduled service hours and complete the modality reporting document. Faculty are requested to choose modality based on pedagogical considerations.
2. Modalities
3. A. Instructional Modalities to be offered will include
 - i. in-person (traditional face to face)
 - ii. hybrid (mix of face to face and other modality; each student must be scheduled for at least 50% of the contact hours face-to-face.)
 - iii. emergency remote teaching ERT (Synchronous, live-on-line)
 - iv. DL, (traditional distance learning)*

*Courses currently scheduled as DL for the fall will remain as such.

B. Service modalities to be offered are:

- i. In person (traditional face-to-face)
- ii. Remote (live-on-line)
- iii. Phone

4. The modality schedule developed according to this MOU will be implemented for fall of 2021 unless either the District-declared emergency has ended by Board of Trustee ratification, at which time we revert to a pre-pandemic schedule of face-to-face, or new restrictions are put in place due to a resurgence in the pandemic requiring the continuation of ERT delivery.
5. The Faculty Association agrees to be available to meet with the District to assess the current conditions on June 30, 2021.
6. No change will be made in the modality schedule developed in accordance with this agreement after July 1, 2021.
7. Full time faculty will not be penalized or required to replace the lost load for a load of less than .80 created by the rescheduling of the modalities of courses or services after May 21, 2021.
8. Faculty who commit to planning a face-to-face or hybrid modality before May 21, 2021 will receive the agreed-upon stipend no matter the decision made on July 1 2021.

6. Evaluation

Probationary faculty will be evaluated using the emergency process outlined in the previous MOU (ERT Evaluations F2020). Tenured faculty will be evaluated using the existing process, but substituting the student feedback form from the previous MOU (ERT Evaluations F2020)

7. Compensation for Hybrid and Face-to-Face Course Development

Instructional Faculty who elect to prepare their course(s) to teach face-to-face or to convert to a hybrid taught on campus that allows students to meet 50% of the contact time as face-to-face shall receive \$1250 per course up to two courses, for a total of \$2500.

8. Information and Further Negotiation

The parties acknowledge that the guidance from Public Health and other government agencies has been and continues to be fluid. The District will inform the Faculty Association of any changes in operations that reasonably affect terms and conditions of employment, including occupational health and safety.

9. Compliance with further governmental orders

The District shall comply with local, state and federal Executive Orders related to COVID-19.

Duration of Agreement: This agreement shall remain in effect through December 10, 2021 or when the District state of emergency is lifted, whichever comes first and shall become effective upon ratification by the parties.

This agreement is non-precedent setting for either party.

Roger Hall

Roger Hall (May 24, 2021 12:17 PDT)

FA President/Professor



Robert Curry (May 24, 2021 12:32 PDT)

Vice President, Academic Affairs