

MEMORANDUM OF UNDERSTANDING
BETWEEN
HARTNELL COMMUNITY COLLEGE DISTRICT
AND
HARTNELL CHAPTER NO. 470, CSEA,
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
REGARDING RETURN TO IN-PERSON WORK

July 1, 2021

The Hartnell Community College District ("District") and Hartnell Chapter No. 470, CSEA ("CSEA") collectively enter this Memorandum of Understanding ("MOU") to address the

impacts and effects on working conditions related to the return to in-person work during the continuing COVID-19 pandemic. The intent of this MOU is to establish the negotiated impact of the return to in-person work for CSEA unit members during the pandemic years 2021-2022

2. Unit members who are not fully vaccinated, or refuse to provide proof of

vaccinated status to the District, shall continue to wear a face covering until such face covering is no longer required by applicable health authorities or CalOSHA.

- B. Provide clear signage reminding those on campus of face covering requirements, location of hand sanitizer, where to go if they need one and other information to assist

Screen employees and students who wish to enter any of the District's buildings to

conduct business, as follows:

1. Student Screening: 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

The District shall make a good faith attempt to upgrade all systems to the highest filtration level possible before the start of each term.

1. Mechanical ventilation systems in buildings must be operated continuously

during normal working hours.

2. All ventilation filtration shall be MERV-13 or the highest level feasible. The District shall provide a List of buildings with MERV-13 ventilation filtration or the highest possible level to CSEA representatives.

available to CSEA.

4. The District shall evaluate the fresh air ventilation in the following rooms, and if it does not meet the standard set by CalOSHA in its February 26, 2021 Interim

- i. Library Resources Checkout Counter (temporary barriers will be installed pending installation of permanent structure)
- ii. Admission and Records
- iii. Student Center
- iv. Counseling
- v. EOPS
- vi. TRIO
- vii. Alisal Campus Front Office
- viii. Soledad Education Center Front Office

TESTING & CONTACT TRACING:

A. Testing: The District may conduct periodic COVID-19 exposure testing of unit members

with on campus assignments during the duration of this Agreement. 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.

B. Contact Tracing: When any outbreak of COVID-19 occurs among any part of the

vaccination; or experiencing symptoms from a COVID-19 vaccination that prevent

the unit member from working.

- B. Bargaining-unit employees who need to care for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the

premises shall notify their supervisor. If feasible, the District may, in the District's discretion, accommodate employees with work-from-home or adjusted schedules. If accommodation is not made, a unit member eligible for paid leave under the terms of Section 248.2 may take supplemental paid sick leave under Section 248.2

- C. The parties recognize that some bargaining-unit employees are at higher risk of severe illness from novel coronavirus due to existing medical conditions. The District shall follow the interactive process with any employee who requests an

accommodation related to a medical condition.

WORK DUTIES AND SCHEDULE:

As part of an incremental return to pre-pandemic operations, during the duration of this

than September 30, 2021. Each unit member shall sign an acknowledgement confirming

expenditures related to the pandemic

Child Development Center:

Safety measures for the Child Development Center will follow applicable California Department of Public Health guidance, including guidance on:

- i. Face coverings
- ii. Ventilation
- iii. Hand washing and hygiene
- iv. Essential protective equipment and supplies
- v. Food service and meal times
- vi. Response to exposure or outbreaks

External sites:

Unit members who work at external sites not under the control of the District shall follow the COVID-19 mitigation and safety protocols in place at the external work site until such sites

return to pre-pandemic operations. These sites include but are not limited to:

- i. Upward Bound
- ii. TRIO
- iii. Rising Scholars/ Inmate Education
- iv. Dual Enrollment /CCAP
- v. Adult Education
- vi. Continuing Education

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. Completion of Effects Negotiations. This MOU completes all negotiations over the effects arising from the return to in-person services. The association reserves the right to negotiate any additional impacts of the COVID-19 pandemic not addressed in this

agreement including but not limited to future college closures or the effects of additional instructional days for the duration of the agreement.

For the Association:

For the District:

Handwritten signature
10/21/2021

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10/21/2021

10/21/2021