

Hartnell Community College District
CSEA Chapter 470

Further MOU Regarding Impacts and Effects on CSEA for In-Person, Student On-Campus Student Appointments Beginning Spring 2021

This MOU serves to further supplement the Memoranda of Understanding (“MOUs”) between Hartnell Community College District (“District”) and CSEA Chapter #470 (“CSEA”, collectively “Parties”) regarding the impacts and effects of resumed on-campus District operations in light of COVID-19 to perform duties with direct student contact. The District and CSEA are currently parties to two MOUs (First MOU dated November 2, 2020; Addendum dated November 25, 2020), which remain in effect according to their terms.

1. The In-person, Student On-campus Student Appointments Spring 2021 agreement between the parties will be memorialized in an MOU.

In-Person, On-Campus Student Appointments: Admissions & Records; Financial Aid; EOPS/CalWorks; Department of Supportive Programs and Services (DSPS); TRiO

2. The District has determined to resume scheduling of in-person, on-campus student appointments for students on campus in five Student Services departments (Admissions and Records, Financial Aid, EOPS/CalWorks, Department of Supportive Support Programs & Services, and TRiO, collectively “Student Services Departments” or “sites”). The District will schedule in person, student on campus appointments beginning May 7, 2021.

During the term of this MOU, the District will limit the total number of student appointments scheduled on its Main Campus as described below:

- a. The main campus buildings sites used for in-person, student on-campus student appointments will be confined to buildings B and D on the main campus.

Restrooms will be allocated to separate students from staff. The District will install necessary signage in English and Spanish.

- b. No more than six (6) students per hour will be scheduled at the same time for on campus, in-person, appointments in any specific Student Services department. Appointments will be scheduled for up to fifteen (15) minutes per student.

No student shall be double-booked (assigned two appointments at the same time).

c. The District will ensure that distancing measures are in place in accordance with current COVID-19 related safety protocols. Measures will include staggering the scheduling of student appointments such that Students who are waiting for appointments will be directed to wait outside if necessary to maintain distancing as required under COVID-19-related safety protocols.

d. In-person, on-campus student appointments will be available to and take place between the hours of 10:00 a.m. and 4:00 p.m., a maximum of five (5) days per week, for any in-person, on campus student appointment at any Student Services department.

For the first week that in-person, on-campus appointments are offered, the District will limit the appointments to three (3) days per week. For the second week that in-person, on-campus appointments are offered, the District will limit the appointments to four (4) days per week. After the second week is completed, the District will offer the in-person, on-campus appointments up to five (5) days per week.

Appointments shall be scheduled in order to ensure a minimum two (2) working days prior notice to allow members time to plan to report to campus (as per November 2, 2020 section 6a -- whenever feasible, the District will attempt to notify members in writing two working days before changing a schedule from remote to in-person or vice-versa). Members who are able to work at home and would only go in to assist with in-person, on-campus appointments, shall continue working from home if no appointments are scheduled for that day.

3. Students with in-person, on-campus appointments will be notified when scheduling the appointment, (generally, at minimum two (2) business days before their appointment) regarding COVID 19 symptoms and of the need to avoid coming to campus if they are experiencing COVID-19 symptoms on the date of a scheduled appointment.

Students on campus for appointments will be screened for symptoms using the same protocols the District uses to screen students who are on campus for other reasons, including but not limited to Study Hall.

Students with symptoms will be directed to leave campus and seek medical attention, and offered an alternative means to receive District services while remaining off campus.

4. For the hours that students are scheduled for in-person, on-campus appointments, the District will assign six (6) employees of the classified service represented by the CSEA Chapter 470 to support the in person, student on campus appointments including up to three (3) CSEA-represented classified employees (“members”) to the student check-in table in the lobby of Building B and at least one (1) CSEA-represented classified employee to the student check-in table in the in the lobby of the TRiO Office in Building D.

5. Where more than one qualified employee can be assigned to conduct in-person, on-campus appointments with students in a particular Student Services area, Volunteers will be sought to staff these in-person, student on-campus student appointments as described in this section.

Where applicable as identified in this section, volunteers from among available qualified employees will be solicited and scheduled according to seniority. If there are no volunteers for a specific meeting, the District will assign the work to the least senior, qualified employee. “Qualified” throughout this section means having the skills and demonstrated ability to complete the required tasks in an efficient and effective manner to serve the District’s needs.

Unit members shall not be disciplined or retaliated against for refusal to volunteer for in-person on campus student appointments.

Nothing in this subsection affects the District’s obligations, and employee’s rights, under Cal/OSHA, the Fair Employment and Housing Act or Americans with Disabilities Act. As outlined in the November 2, 2020 MOU, section 11, the District explicitly acknowledges that eligible employees may assert the need for the interactive process as required by applicable state and federal law.

6. CSEA-represented employees who are assigned to in-person meetings or check-in will be provided with contact information for the manager on-site responsible for their area.

7. The District will provide all necessary and compliant PPE to employees, including, as available, N95 masks. Consistent with its obligations under the November 2, 2020 MOU, November 25, 2020 MOU, any other applicable District policies and procedures, and public health protocols, PPE may include N95, KN95, KF94 masks if they are available and compliant with current District or public health policies and protocols. The District will make every a good faith effort to source and maintain a supply of N95, KN95, or KF94 masks for members if the masks are compliant with current District or public health policies and protocols.

8. To the maximum extent possible, the District will only schedule appointments for students who must be on campus. The District will continue to ensure current local, state, and federal public health protocols relevant to distancing and safety precautions for individuals on campus, indoors and outdoors.

All sites/departments will contact students prior to their appointment via phone and/or electronically to determine if their needs can be accommodated without in-person contact. Walk-ins will not be permitted.

9. The District will provide on a weekly basis to the CSEA the full student schedule of in-person, on-campus appointments (excluding student personally-identifiable information or PII). The schedule/list shall include an entry for each appointment with the following: appointment time and site/department name.

10. Consistent with Article 9 of the November 2, 2020 MOU: all CSEA-represented employees who: (1) perform additional duties related to health and safety protocols to wipe down and disinfect student-accessed areas on site during in-person, on campus student appointments; and (2) perform temperature checks during health screenings for students at the check-in areas (collectively: "safety-related tasks") will be paid fifteen (15%) percent above base the employee's regular rate of pay for the time the employee performs these additional health & safety related duties.

Safety-related tasks shall be recorded on the timesheet in fifteen (15) minute increments, rounding up, to qualify for this additional compensation.

The Parties anticipate employees will spend up to, but no more than, thirty (30) minutes Per day performing the additional safety related tasks of wiping down and disinfecting student-accessed areas while they are assigned to meet with students in person.

Therefore, employees who are meeting with students for in-person appointments will generally be eligible to receive 15 percent above their regular rate of pay for a maximum of 30 minutes per day for performing these additional health & safety duties. If an Employee spends more than thirty (30) minutes in a day performing these additional safety-related duties, they should note the amount of time spent, and also contact their supervisor to determine if alternative measures may be available to minimize the amount of time the employee spends performing these additional safety-related tasks.

11. If the District learns of any potential on-campus COVID-19 exposure affecting employees at in-person, on-campus student appointments, the District shall follow its established procedures for notifying CSEA and taking appropriate action based on the nature of the potential exposure. Relevant procedures are outlined in the District's Pandemic Response Plan, https://www.hartnell.edu/about/safety/emergency/hartnellpandemicplan_121820.pdf and Article 22 of the parties' Collective Bargaining Agreement.

12. If a member observes a student, employee, or member of the public who fails to adhere to the District's COVID-19 policies, the member should relocate to a safe area, and notify the supervisor, and the campus security or emergency services if applicable, immediately or as soon as is reasonably possible.

Consistent with the District's obligations and Article 22, Section 6 of the Collective Bargaining Agreement between the Parties, no employee shall be retaliated against as a result of reporting an unsafe condition related to health, safety, or sanitation conditions in the workplace.

13. The District shall place a drop box for Admissions and Records and Financial Aid adjacent to the student check-in table at Building B on the main campus.

General Terms

14. All other terms and conditions of work shall be in accordance with the current collective bargaining agreement between the District and CSEA. Immediately following return to normal campus operations, 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 CSEA.

15. 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.

16. Modification: This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both Parties.

17. 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, but no later than June 30, 2021, unless the parties agree in writing.

Hartnell Community College District

W. G. Gallegos
Ronnie Johnson
[Signature]

Date 5/4/2021

CSEA Chapter 470

[Signature]
[Signature]

Date 5/4/2021