

**Hartnell Community College District
CSEA Chapter 470**

**Further MOU Regarding Impacts and Effects on CSEA for Study Halls 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 Study Hall Spring 2021 agreement between the parties will be memorialized in an MOU.

Student Study Hall Beginning Spring Semester 2021

2. Effective February 16, 2021, the District has resumed offering students on campus Internet Access Study Hall and individual appointment opportunities. The student on-campus appointment initiatives are subject to District, County, State, and Federal COVID 19 protocols, including personal hygiene, social distancing, and applicable COVID 19 prevention guidelines.

The District will staff two, 4 hour Internet Access Study Halls on the main campus – either the main gym, auxiliary gym, or student center depending on space and availability, following protocols used in Fall 2020 (as outlined in the Addendum MOU dated November 25, 2020). For each Study Hall, the District will assign CSEA-represented staff as follows:

- a. Two CSEA-represented employees are assigned as check in/monitors.
 - b. One CSEA-represented employee is assigned as Coordinator for each Study Hall.
3. CSEA-represented employees who are assigned to the in-person student Internet Access Study Hall shall be provided District-supplied PPE for use during the shift.
4. Consistent with Article 9 of the November 2, 2020 MOU, CSEA-represented employees assigned to the student screening/check in table for the in-person Study Hall

will be paid fifteen (15) percent above the employee's regular rate of pay for the time the employee performs these additional health & safety related duties.

5. The District shall enforce one (1) attendee/student per table at Study Hall, to a maximum of twenty-five (25) students.

6. If any employee or student who was present at Study Hall notifies the District of a COVID-19 infection, the District shall notify CSEA and shut down the Study Hall immediately for a period of at least one (1) week. If more than two separate (2) shutdowns occur the Study Hall shall shut down indefinitely until a new MOU is agreed via the bargaining process.

7. The District shall clean each Study Hall student area (table/chair) on a per use basis. All other Study Hall spaces will be cleaned at least twice per day.

General Terms

8. 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.

9. 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.

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

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11. 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

K. Goldinger
Romeo Galano
[Signature]
Date 5/4/2021

CSEA Chapter 470

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[Signature]
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Date 5/4/2021