

ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
HARTNELL COMMUNITY COLLEGE DISTRICT AND CSEA CHAPTER 470  
REGARDING IMPACTS AND EFFECTS OF RESUMED DISTRICT OPERATIONS

This Addendum serves to supplement the Memorandum of Understanding between Hartnell Community College District (“District”) and CSEA Chapter 470 (collectively, the Parties) regarding the Impacts and Effects of Resumed District Operations in light of COVID-19 to perform duties with direct student contact. The parties recognize that the District determined to open campus for designated programs and services. The parties recognize that the trajectory of COVID-19 remains uncertain and adherence to local and state public health directives applicable such as CAL/OSHA, CDC, and the CDPH Institutions of Higher Education Guidance are critical to safety of all District employees.

**1. Athletics Program and Physical Education Classes**

- A. In the event that indoor activities and outdoor activities (including but not limited to student conditioning) and classes resume in the Athletics Division, the parties anticipate that employees in the Athletic Trainer and Athletic Equipment Attendant classifications will, as part of their job duties, be expected to interface with students on campus.
- B. The District will provide all PPE and sanitizing materials including a receptacle for disposing of used materials and practices outlined in the November 2, 2020 MOU, Section 1.B, for CSEA-represented employees working in the Athletics Division locations, including but not limited to the gym, classroom, or other activity areas in use.
- C. Athletics CSEA staff will have access to staff locker rooms and staff bathrooms in Building H or equivalent areas.
- D. If CSEA-represented employees are assigned to COVID-19 screening and temperature checks for students in the Athletics Division, bargaining unit members assigned to perform these tasks shall be provided District-supplied PPE for use during the screening process; and shall be compensated for all time performing temperature checks at 15 percent above their regular rate of pay, consistent with the terms of the November 2, 2020 MOU, Article 9. In addition, if a CSEA member opts out of performing these health screening tasks the Districts agrees to not pursue penalty and/or retaliation. Employees who opt out from the health screen tasks will be returned to their normal duties
- E. Employees in the Athletic Trainer or Athletic Equipment Attendant classification who are required to engage in COVID-19 testing on a regular basis pursuant to the applicable California Department of Public Health guidance shall comply with such requirements. The costs of all such testing shall be covered by the District.

## **2. Study Hall and In-Person Student Appointments:**

- A. Effective November 30, 2020, the District will offer an Internet Access Study Hall opportunity in the Gym for students who sign-up for the option, subject to State and County protocols regarding social distancing and COVID-19 prevention guidelines. The Study Hall program is expected to run for three weeks, until December 17, 2020. Under the program, students can register for a designated study space in the Gym, in two three-hour shifts. In case additional space is needed the District agrees to identify a new location that meets state and local health requirements and guidance as applicable.
- B. In establishing the Internet Access Study Hall and in-person student appointments, the District will establish and enforce health screening, including agreed upon special Plexiglas protected areas as needed, and safety protocols in accordance with State and County requirements as well as the November 2, 2020 MOU between the Parties.
- C. The District will staff the Internet Access Study Hall periods with two employees in the classified service (and two managers) per three-hour shift. Assignments will be made as follows: First, the District will seek volunteers to fill the allotted times. If multiple CSEA-represented employees volunteer for a particular time slot, the assignment will be made according to the employees' relative seniority, assigning the most senior employee to the first-choice schedule serving at the Internet Access Study Hall.
- D. Represented employees who volunteer and are assigned to work Internet Access Study Hall shifts shall be provided District-supplied PPE for use during their shift at the Internet Access Study Hall.
- E. Represented employees who are assigned to In-Person student appointment shifts shall be provided District-supplied PPE for use during their shift at the In-Person Student Appointment.
- F. Represented employees performing duties in the Internet Study Hall can opt out of performing the Study Hall volunteer assignment. The Districts agrees to not pursue penalty and/or retaliation. Employees who opt out of the assignment will be returned to their normal work assignment.
- G. The District will ensure that students at all times while on campus will comply with the District's COVID-19 policies, practices and procedures. If the represented employee observes a student who fails to adhere to the District's COVID-19 policies, the member will cease providing services, will notify the supervisor, and the campus security if applicable. The District agrees not to pursue penalty and/or retaliation against a represented employee who notifies a supervisor about a student failing to comply with District COVID-19 policies.

## **3. Right to negotiate.**

So long as this MOU remains in effect, pursuant to paragraph 1. the Association reserves the right to negotiate any additional impacts on working conditions associated with the COVID-19-related opening of the campus. This Agreement is non-precedential, and will not bind the Parties in any future action.

Hartnell Community College District

CSEA Chapter 470

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PO, CRR

Date 11/25/2020

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