

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into by and between the Santa Monica Community College District (the “District”) and the California School Employees Association and its Chapter 36 (together “CSEA”) as of this 11<sup>th</sup> day of February, 2021.

### **RECITALS**

A. On March 17, 2020, the Board of Trustees adopted a resolution declaring that emergency conditions existed in the District as a result of the COVID-19 global pandemic.

B. The Board of Trustees authorized the Superintendent/President to enter into agreements with employee organizations to provide special leave benefits during this emergency.

C. The District and CSEA have met and conferred concerning the subject matter of this MOU.

### **AGREEMENT**

In consideration of mutual agreements set forth herein, the parties agree as follows:

1. In addition to leave benefits set forth in the collective bargaining agreement, any employee who has been requested to quarantine by the District because of exposure to a potentially COVID-19 infectious employee at the workplace, shall receive regular pay during the period of the quarantine without the loss of any leave benefits.

2. The following provisions shall remain in effect from January 1, 2021 until the earlier of the termination of the COVID-19 emergency by the Board of Trustees or June 30, 2021:

a. The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and detailed information in the possession of the District concerning such infection.

b. The District will provide necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, hand sanitizer, and face coverings) for employees working at College facilities. CSEA will cooperate with the District in any necessary public health actions, including

those actions recommended by federal, state, and local Department of Public Health, and including new emergency OSHA regulations (approved November 30, 2020) [www.dir.ca.gov/oshsb/emergencyregulations.html](http://www.dir.ca.gov/oshsb/emergencyregulations.html), such as contact tracing of infected individuals.

c. Classified employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk). Employees are strongly encouraged to report unsafe working conditions to their immediate supervisor, if appropriate, as well as CSEA and Human Resources Department-

d. To provide employees with maximum opportunities to telework, the parties agree as follows during the period of any Temporary Telework Agreement:

- 1) No employee shall suffer the loss of a stipend or pay differential because they have requested a change in hours or workdays that would not require such a stipend or pay differential.
- 2) The District shall not be required to pay a stipend or pay differential to an employee who has requested and been approved for a temporary change in hours or workdays to better accommodate their ability to telework.

e. To provide employees with maximum opportunities to flex their schedules, the parties agree as follows during the period of any temporary alternative work arrangement entered into on or after March 17, 2020.

- 1) No employee shall suffer the loss of a stipend or pay differential because they have requested a change in hours or workdays that would not require such a stipend or pay differential.
- 2) The District shall not be required to pay a stipend or pay differential to an employee who has requested and been approved for a change in hours or workdays to better accommodate their ability to work.

f. The District shall have a plan in place to comply with Labor Code Section 230.8 for classified employees who are parents to deal with a childcare provider or school emergency caused by coronavirus-related closure in conformity with Labor Code section 230.8.

3. The District will inform CSEA as soon as practicable with respect to any of the following:

- a. District wide closures
- b. Campus, department, or building closures
- c. Re-openings following closure
- d. Continuance in remote learning
- e. Transitioning to a hybrid model learning
- f. Changes in the health/safety guidance, as it relates to COVID-19, from the various government agencies.

4. This MOU applies to all classified employees within the scope of representation set forth in Article 2 of the collective bargaining agreement between the parties.

*Michael Roberts*

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MICHAEL ROBERTS  
Chapter 36 President

*Kathryn E. Jeffery*

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DR. KATHRYN E. JEFFERY  
Superintendent/President

*Jessica Gonzalez*

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JESSICA GONZALEZ  
CSEA Labor Representative  
For California School Employees Association

For the District