

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 19th day of March, 2020.

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. 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.

2. The District will provide necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. 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).

3. During the Spring 2020 Semester, classified employees will continue to be paid for their normal assigned work hours without the requirement to use vacation, compensatory time, or sick leave benefits set forth in the collective bargaining agreement in the following circumstances:

- a. The classified employee is unable to work because they are ill with COVID-19.
- b. The classified employee is unable to work because of the need to care for an immediate family member or co-habitant who is ill with COVID-19. The District shall discuss with the employee whether or not they can do some or all of their assigned work by a telework arrangement.
- c. The classified employee is unable to work because of required quarantine or required self-quarantine. Any person in a special risk category that the Center for Disease Control has recommended self-quarantine or self-isolation may elect to do so. The District shall discuss with the employee whether or not they can do their assigned work by telework arrangement.

4. During the Spring Semester, in the event the District is required to cease any on-site work for some or all employees who are unable to telework, such classified employees will continue to be paid for their normal assigned work hours without the requirement to use vacation, compensatory time, or sick leave benefits set forth in the collective bargaining agreement.

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


- a. 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.
- b. 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.

6. 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 during the Spring Semester on or after March 17, 2020.

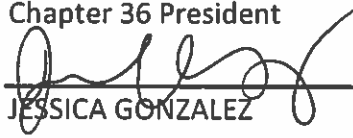
- a. No employee shall suffer the loss of a stipend or pay differential because they have requested a change in hours or workdays that would not require such a stipend or pay differential.
- b. The District shall not be required to pay a stipend or pay differential to an employee who has requested and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

7. 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.

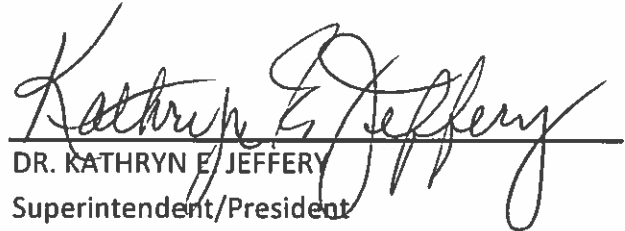
8. This MOU applies to all classified employees within the scope of representation set forth in Article 2 of the collective bargaining agreement between the parties.



MIKE ROBERTS
Chapter 36 President



JESSICA GONZALEZ
CSEA Labor Representative



DR. KATHRYN E. JEFFERY
Superintendent/President

For the District

For California School Employees Association