

**MEMORANDUM OF UNDERSTANDING
2025 FIRE EMERGENCY**

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 February 6, 2025.

RECITALS

A. In January 2025, the City of Santa Monica, the City of Los Angeles, the counties of Los Angeles and Ventura, and the State of California declared states of emergency because of the numerous fires across the greater Los Angeles area.

B. The Superintendent/President and designees are authorized by the Board of Trustees to enter into agreements with CSEA in emergency situations.

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. For a period starting January 7, 2025 and ending April 13, 2025, the District will waive the limits on use of sick leave/personal necessity leave related to natural disasters as follows:

- A. Any accumulated sick leave may be used by an employee if they are unable to work because of any of the following circumstances:
 - a. Their home is unlivable because of damage or destruction caused by the Palisades, Eaton, Hurst or Kenneth Fires. To qualify, the home must be in the fire perimeter area as shown by Cal Fire:
 - i. Palisades Fire: <https://www.fire.ca.gov/incidents/2025/1/7/palisades-fire>
 - ii. Eaton Fire: <https://www.fire.ca.gov/incidents/2025/1/7/eaton-fire>
 - iii. Hurst Fire: <https://www.fire.ca.gov/incidents/2025/1/7/hurst-fire>
 - iv. Kenneth Fire: <https://www.fire.ca.gov/incidents/2025/1/9/kenneth-fire>
 - b. During the time period that their home was in a mandatory evacuation zone as shown in a CalFire status report available on the above websites.
- B. The District may request proof that the employee meets the above criteria.

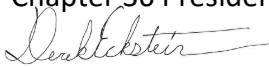
2. Any employee who is unable to work because of the circumstance set forth in 1.A.a or 1.A.b above may use any available vacation leave.

3. On or before April 13, 2025, any employee unable to work because of the circumstance set forth in 1.A.a or 1.A.b above may elect to cash out all or part of earned vacation balances.

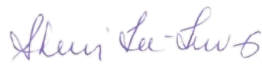
4. For any permanent classified employee who does not have available sick leave/personal necessity leave or vacation leave remaining, the College will delay reduction of pay until April 13, 2025, to allow negotiation of revisions to the College's Catastrophic Illness program to include a separate bank for natural disasters.


Cindy Ordaz (Feb 6, 2025 12:07 PST)

CINDY ORDAZ
Chapter 36 President



DEREK ECKSTEIN
CSEA Labor Representative
For California School Employees Association



SHERRI LEE-LEWIS
Vice President for Human Resources
For the District










Fire MOU

Final Audit Report

2025-02-06

Created:	2025-02-06 (Pacific Standard Time)
By:	Cindy Ordaz (ordaz_cindy@smc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOQ4c4ZvZOLqmnIER-6sj2pXWYY2BdWtX

"Fire MOU" History

-  Document created by Cindy Ordaz (ordaz_cindy@smc.edu)
2025-02-06 - 12:05:49 PM PST - IP address: 204.102.230.69
-  Document e-signed by Cindy Ordaz (ordaz_cindy@smc.edu)
Signature Date: 2025-02-06 - 12:07:20 PM PST - Time Source: server- IP address: 204.102.230.69
-  Document emailed to Derek Eckstein (deckstein@csea.com) for signature
2025-02-06 - 12:07:24 PM PST
-  Email viewed by Derek Eckstein (deckstein@csea.com)
2025-02-06 - 12:25:10 PM PST - IP address: 174.218.86.187
-  Document e-signed by Derek Eckstein (deckstein@csea.com)
Signature Date: 2025-02-06 - 12:25:27 PM PST - Time Source: server- IP address: 174.218.86.187
-  Document emailed to Sherri Lee-Lewis (lee-lewis_sherri@smc.edu) for signature
2025-02-06 - 12:25:29 PM PST
-  Email viewed by Sherri Lee-Lewis (lee-lewis_sherri@smc.edu)
2025-02-06 - 1:03:28 PM PST - IP address: 146.75.146.0
-  Document e-signed by Sherri Lee-Lewis (lee-lewis_sherri@smc.edu)
Signature Date: 2025-02-06 - 2:22:32 PM PST - Time Source: server- IP address: 108.184.10.38
-  Agreement completed.
2025-02-06 - 2:22:32 PM PST