

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Santa Monica Community College District (the "District") and the Santa Monica College Police Officers Association (together "SMPOA") as of this 15th day of June, 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 SMCPOA 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. By its terms, the MOU entered into between the parties on March 20, 2020, provided expanded leave benefits during the Spring Semester and these expanded leave benefits expire on June 16, 2020. The expanded sick leave benefits set forth in the MOU provided greater benefits than the paid sick leave provisions of the Families First Coronavirus Response Act. Upon expiration of the expanded sick leave benefits set forth in the March 20, 2020 MOU, 80 hours of paid sick leave under the Families First Coronavirus Response Act shall be available to employees as set forth in Paragraph 2 below.

2. The following paid sick leave and expanded family and medical leave is provided:

- A. **Qualifying Reasons for Paid Sick Leave**

An employee qualifies for paid sick time if the employee is unable to work either in person or by telework due to a need for leave because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;

2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
6. is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

B. Amount of Paid Sick Leave

A full-time employee is entitled to up to 80 hours of paid sick leave.

A part-time employee is entitled to up to the number of hours of paid sick leave equal to the number of hours that the employee is normally scheduled to work over two workweeks.

C. Amount of Pay for Paid Sick Leave

The employee shall be paid at the higher of (a) the employee's average regular wage; the federal minimum wage to which the employee is entitled; or (c) any State or local minimum wage to which the employee is entitled subject to the limitations set forth in the following table:

COVID-19 Qualifying Reason	Person	% of Rate of Pay	Maximum Benefit*
Subject to a federal, state, or local quarantine or isolation order	Self	100%	\$63.88 per hour \$5110 total
Advised by a health care provider to self-quarantine	Self	100%	\$63.88 per hour \$5110 total
Experiencing COVID-19 symptoms and is seeking a medical diagnosis	Self	100%	\$63.88 per hour \$5110 total
Caring for an individual who is subject to a federal, state, or local quarantine order or isolation order	Other Individual	66.67%	\$25.00 per hour \$2000 total

Caring for an individual who has been advised by a health care provider to self-quarantine	Other Individual	66.67%	\$25.00 per hour \$2000 total
Caring for a child whose school or place of care is closed (or unavailable) for reasons related to COVID-19	Dependent Child	66.67%	\$25.00 per hour \$2000 total
Experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury	N/A	66.67%	\$25.00 per hour \$2000 total
* Employee can use own accrued paid leave equivalent to the unpaid portion to offset the reduction in pay			

D. Qualifying Reason for Extended Family and Medical Leave

An employee qualifies for expanded family and medical leave if the employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19.

E. Amount of Expanded Family and Medical Leave

In connection with a qualifying event under A(5) above, a full-time employee is eligible for up to 12 weeks of leave (two weeks of paid sick leave followed by up to 10 weeks of paid expanded family and medical leave) at 40 hours a week, and a part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

Time Period	% of Rate of Pay	Maximum Benefit
Days 1 - 10 (First 2 weeks)	0% if not using paid leave 66.67% if using expanded paid sick leave 100% if using other accrued paid leave	N/A - unpaid \$200 daily; \$2000 total if using EPSL N/A - paid at regular rate of pay if using accrued paid leave
Days 11 - 60 (Weeks 3 - 12)	66.67%	\$200 daily \$10,000 total

* Employee can use own accrued paid leave equivalent to the unpaid portion to offset the reduction in pay

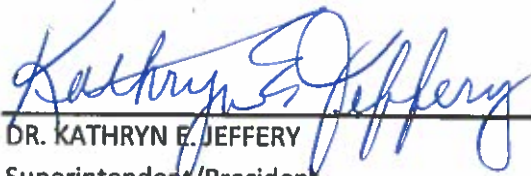
F. Implementation

Any decisions made by the District in shall be in accordance with the regulations adopted by the Department of Labor and set forth in 29 C.F.R. Part 826.



RUBEN CADENA

For SMCPOA



DR. KATHRYN E. JEFFERY
Superintendent/President

For the District