

**Memorandum of Understanding and Agreement**

By and Between

State Center Community College District

And

California School Employees' Association, and its State Center Chapter #379

This non-precedent setting Memorandum of Understanding and Agreement ("MOU") is entered into by and between the **State Center Community College District** (hereinafter referred to as "**District**" or "**Employer**") and the **California School Employees' Association, and its State Center Chapter #379** (hereinafter referred to as "**EXCLUSIVE REPRESENTATIVE**" OR "**CSEA**"). The CSEA enters into this MOU as the Exclusive Representative for the bargaining unit of classified employees excluding peace officers.

Responding to the COVID-19 crisis is a team effort among administration, faculty, staff, and students. The District recognizes that its bargaining units are integral to ensuring the continuity of public education while reducing the risks of COVID-19 community spread. While our intent is to find common ground and move forward in unity, the District reserves the rights in accordance with Article 11 of the collective bargaining agreement. On March 4, 2020, California Governor, Gavin Newsom, declared a State of Emergency due to the COVID-19 outbreak and on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic. Further, the District's Board of Trustees on March 13, 2020, declared a local state of emergency, granting the Chancellor authority to take any and all necessary action to prepare and respond to the COVID-19 outbreak.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its personnel. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. The Parties acknowledge that all members of the campus community are responsible for mitigating the spread of infectious diseases, and that care should be taken by all to identify potential exposure and prevent the spread of the disease. The parties further agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and the Association agree as follows:

- This MOU is entered into solely under the context and circumstances of the COVID-19 pandemic, shall not be precedent setting, nor form the basis for a past practice.
- This MOU is effective March 16, 2020 and expires on May 31, 2020. Should the need for this MOU extend beyond May 31, 2020, the parties may mutually agree to extend this agreement.
- The District will endeavor to provide information on public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities

have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are available. The Association will cooperate with the District in any necessary public health actions, including but not limited to those actions recommended by the federal, state and local Departments of Public Health. Employees shall continue to perform their assigned work absent a reasonable belief that such work poses a risk to health or safety, as determined by the District Director, Environmental Health and Risk Management.

- In the event a bargaining-unit employee has been diagnosed or exposed to a confirmed case of COVID-19, the employee must immediately notify Julianna Mosier, the Vice Chancellor, Human Resources. Those employees along with employees over the age of 65 and those with medical proof of susceptibility to the virus should it be detected among students or staff at a facility, will be encouraged to work remotely to the extent possible or will be granted leave as liberally as possible when consistent with the school's operational needs. Employees desiring to be relieved from duty must use accrued leaves to remain in paid status.
- The District will inform CSEA as soon as practicable should it learn that County Public Health Officials have confirmed a case of COVID-19 of a district employee or student and will notify CSEA of the campus or worksite where the employee or student worked. The District will not disclose the name of the employee or student, or any other personally identifiable information.
- Sick leave policies will be liberally construed and in accordance with any applicable Federal and State laws (including HR 6201) to encourage such employee not to infect others by coming to work. CSEA will notify its members of the District's commitments but shall encourage its members not to take leave unless there is actually a medical reason to do so.
- HR 6201: The parties recognize that the Federal "Families First Coronavirus Response Act" (FFCRA), also known as HR 6201, provides additional leave and extended FMLA for eligible employees. Unit members may refer to the attached FFCRA informational sheet produced by the United States Department of Labor, Wage and Hour Division, attached to this agreement. Unit members who wish to utilize leave provided by HR 6201 should contact the Human Resources Department.
- Unit members who are required to be quarantined and/or are unable to work remotely during that time will follow the provisions in Article 21, Section 1 (U) of the collective bargaining agreement, and other applicable Federal and State laws.
- Unit members currently on leave unrelated to COVID-19 will continue to use their accrued leave pursuant to the collective bargaining unit and applicable State and Federal laws.
- Unit members who wish to join the Catastrophic Leave Bank have been given the opportunity to do so subject to the normal contractual provisions, excluding the normal enrollment window.



- The parties agree that the District shall have the sole and exclusive right to determine whether a District facility is closed, maintained as open, or reopened after closure.
- In the event any District facility must be closed, or any District operations are curtailed due to the COVID-19 pandemic, unit members will be required to perform work remotely and will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. In the event the closure or curtailment seems likely to last past May 31, 2020, the District will notify CSEA.
- During any District closure or curtailment of operations, the District may require some unit members determined to be essential to its continued operations to remain onsite and perform their assigned work. Other unit members not required to remain at work shall work remotely and be available and responsive during their normal work hours. Unit members may be required to report to their worksite at any time to perform essential functions subject to direction by the District.
- For employees of the District who are required to report to the work site during closures, the District shall implement social distancing measures and guidelines in adherence with the most current language being disseminated by the CDC. The District shall maintain awareness on as needed basis, of updated protocols and communicate updated guidelines to employees.
- Following directives from the Public Health Departments of Fresno and Madera Counties, on a daily basis, all employees who have to report to the work site, will on a daily basis be screened for febrile respiratory illness, be excluded from the work site for seven days after being identified as having symptoms of febrile respiratory illness, isolate at home and notify all close contacts to quarantine themselves for 14 days from the last known contact with the employee. If the employee is too sick to work remotely, they may qualify for leave under HR 6201 or under Article 21, Section 1 (U). Otherwise, the employee's sick leave will be charged.
- CSEA agrees that the specialized knowledge, skills, and abilities of classified staff may be essential to continuing of operations during the COVID-19 pandemic. The parties agree that the District may require an employee to perform overtime when necessary to continue emergency services or to continue critical support for instructional and services to students.
- Unit members who are parents who are unable to work due to childcare provider or school emergency issues caused by COVID-19-related closure, will be granted leave in conformity with Labor Code Section 233 and 245, as well as other State and Federal law (including the provisions of HR 6201).
- Policies and restrictions on the use of sick and personal necessity leave will be relaxed. This does not apply to extended (½ pay) sick leave. Unit members who need to take time off should continue to follow normal procedures for notifying their supervisor in advance that they will be out.

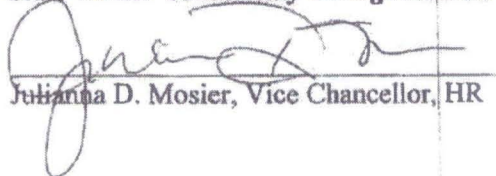
- In an effort to not over load our healthcare providers during this difficult time, and to not force unit members that have more common illnesses to visit a healthcare provider where they could be exposed to more serious illnesses, unit members who are out ill for more than three (3) consecutive work days will not be required to submit a doctor's note clearing them to return to work. However, in no instance should unit members return to work until approved by their supervisor. Unit members currently on a leave unrelated to COVID-19, may be required to submit a doctor's note clearing them to return to work.
- The Parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the collective bargaining agreement, and Board Policies and Administrative Regulations.
- The Association will support efforts to maintain funding pursuant to Education Code §§ 41422, 46390 and 46392 (or California Code of Regulations § 58146 for community colleges) in the event of a closure of any District facilities due to epidemic.
- Given the uncertainty of the projected budget shortfall, the District cannot agree to pay essential workers "hazard pay" or offer additional compensation at this time. The parties may agree to revisit this issue at a later time.

The parties agree that the terms of this MOU are non-precedential and will not constitute any waiver of any rights not specifically address in this agreement.

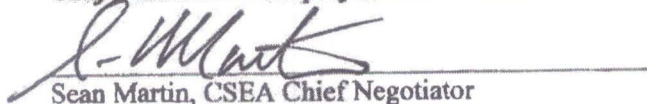
By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify they are the authorized representatives of the parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in the manner required by each party or by the law. It is agreed and understood that this agreement is subject to CSEA bargaining unit ratification.

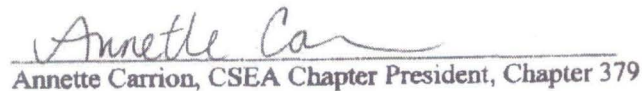
This Agreement is made this 12<sup>th</sup> day of June in the year 2020 in the City of Fresno, County of Fresno, State of California.

**State Center Community College District**

  
 Julianna D. Mosier, Vice Chancellor, HR

**California School Employees Association**

  
 Sean Martin, CSEA Chief Negotiator

  
 Annette Carrion, CSEA Chapter President, Chapter 379

  
 Susana Chambers, CSEA Labor Relations Representative

4 Laurie Mitchell



# EMPLOYEE RIGHTS

## PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The Families First Coronavirus Response Act (FFCRA or Act) requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

### ► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- ⅔ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at ⅓ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

### ► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.*

### ► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

- |   |   |
|---|---|
| <ol style="list-style-type: none"><li>1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;</li><li>2. has been advised by a health care provider to self-quarantine related to COVID-19;</li><li>3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;</li><li>4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);</li></ol> | <ol style="list-style-type: none"><li>5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or</li><li>6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.</li></ol> |
|---|---|

### ► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

For additional information  
or to file a complaint:

**1-866-487-9243**

TTY: 1-877-889-5627

[dol.gov/agencies/whd](https://dol.gov/agencies/whd)



WH1422 REV 03/20