

Memorandum of Understanding and Agreement

By and Between

State Center Community College District

And

California State Employees Association and its State Center Chapter #379

COVID Leave Extension

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”).

CSEA enters into this MOU as the Exclusive Representative for the bargaining unit of classified employees excluding peace officers.

The District and CSEA recognize that the leave provisions provided by HR 6201, the Families First Coronavirus Response Act (“FFCRA”), expired on December 31, 2020 and have not been extended by Congress as of this date. The parties recognize the importance of preventing the spread of coronavirus and the need for employees to isolate if they test positive for COVID-19, experience COVID-19 symptoms or have been in close contact with an individual during that individual’s high risk period who tested positive for COVID-19. The parties also recognize that employees may have additional childcare responsibilities during this pandemic which may require them to take leave from work. The parties acknowledge that the District’s Board of Trustees passed a resolution at its meeting on February 2, 2021, that extended the leaves under HR 6201 to employees on the same terms and conditions as established by the FFCRA and its implementing regulations through March 31, 2021. Therefore, the parties agree as follows:

1. The term of this agreement will be from January 1, 2021 until March 31, 2021.
2. The District is providing sick leave to employees under the same terms and conditions as established by the FFCRA and its implementing regulations. Unit members may refer to the FFCRA informational sheet produced by the United States Department of Labor, Wage and Hour Division, attached to this agreement, for the terms and conditions applicable to this leave.
3. The leave shall be available to all employees. Employees who have utilized any of the leaves under HR 6201 prior to December 31, 2020 will only be able to utilize any remaining leave available to them, up to the maximum leave benefits identified in HR 6201.
4. Unit members who wish to utilize the leave provided by the Board resolution and this agreement, should contact the Human Resources Department.
5. The benefits provided under this agreement shall automatically terminate upon the effective date of any COVID-19 related leave benefits, similar to FFCRA, that are provided for in laws passed either by Congress or the Legislature to which employees are eligible. Employees will then be entitled to the new leave benefits provided under federal or state law, and not this agreement.
6. If a new law is enacted that has a direct impact on the leaves provided in this agreement, either party may demand to bargain the impacts.
7. The District will provide a copy of this MOU and the Board resolution to all CSEA members.

The parties agree that the terms of this MOU are non-precedential and will not constitute a waiver of any rights not specifically addressed 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 2 day of March in the year 2021, 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



[Tyler Johns \(Mar 1, 2021 20:52 PST\)](#)

Tyler Johns, CSEA Chief Negotiator



[Virginia Beamer \(Mar 2, 2021 08:20 PST\)](#)

Virginia Beamer, CSEA President, Chapter #379



[Ernest Grijalva \(Mar 2, 2021 10:12 PST\)](#)

Ernie Grijalva, Labor Relations Representative