

## **Memorandum of Understanding and Agreement**

By and Between

State Center Community College District

And

California School Employees' Association, 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, CHAPTER AND ITS STATE 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 right to amend, modify or rescind policies and practices in the agreements during this emergency to ensure continuity of public education while protecting the health and safety of our communities, in accordance with Article 11 of the collective bargaining agreement.

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 CSEA agree as follows:

- This MOU is entered into solely under the context and circumstances of the COVID-19 epidemic, shall not be precedent setting, nor form the basis for a past practice.
- This MOU is effective July 23, 2021 and expires on December 31, 2021. Should the need for this MOU extend beyond December 23, 2021, the parties may mutually agree to extend this MOU by 90 days.
- Sharing of information: The District will inform CSEA as soon as practicable should it learn of a confirmed infection of a confirmed 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.

- In the event a bargaining-unit employee has been diagnosed or exposed to a confirmed case of COVID-19, the employee must immediately notify the Vice Chancellor, Human Resources.
- The District will train its employees in 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). The District shall make available to all employees any protective gear required by law for employees to perform their assigned work, assuming there are no shortages and supplies are available. CSEA will cooperate with the District in any and all necessary public health actions, including contact tracing of infected individuals. Employees are reminded of their duty to continue to perform, and 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.
- Leave due to COVID-19: SB 95 provides additional leave for eligible employees. Unit members may refer to the attached SB 95 information sheet attached to this agreement. Unit members who wish to utilize leave provided by SB 95 should contact Jame Yang in the Human Resources Department.
- Sick leave policies will be liberally construed and in accordance with any applicable Federal and State laws 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.
- Unit members currently on leave unrelated to COVID-19 will continue to use their accrued leave pursuant to the collective bargaining agreement and applicable State and Federal laws.
- Unit members who need an accommodation for a medical condition: Unit members who have a medical condition that requires an accommodation to perform the essential functions of their position must contact Sandi Edwards, Human Resources Analyst, to begin the interactive discussion process. The District will follow the normal interactive process, working with the unit member and their supervisor.
- 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.
- During any District closure or curtailment of operations, the District may require some unit members who are determined to be essential to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code section 3100. Other unit members not required

to remain at work shall work remotely and be available and responsive during their normal work hours. All unit members may be required to report to their worksite at any time to perform essential functions subject to direction by the District.

The District shall require any unit member who has not reported to the District via the vaccine portal (<https://covidsafety.scccd.edu/CovidVaccine>) that they have been fully vaccinated to wear a cloth face covering when:

- inside of, or in line to enter, any indoor public space or District-provided transportation;
- engaged in work, interacting in-person with any member of the public, working in any space visited by members of the public, working in any space where food is prepared or packaged, working in or walking through common areas, or in any room or enclosed area where other people are present;
- outdoors in public spaces when maintaining a physical distance of six (6) feet from other persons who are not members of the same household is not feasible.

This requirement does not apply to persons with a medical condition that prevents wearing a face covering. It may be adapted (for example by using face shields) to accommodate special needs. It shall not apply when persons are actually eating or drinking, provided they are distanced at least six feet from other persons not of the same household.

- Unit members will be required to comply with the provisions of the COVID-19 Contact Tracing Application MOU signed by the parties on February 24, 2021.
- Cal OSHA/CDPH/CDC – All guidelines will be followed to include the requirement of implementing CPP- COVID PREVENTION PLAN in relation to Cal OSHA requirements. CSEA will remind unit members of their obligation to comply with these requirements, including the requirement to wear a cloth face covering if they have not reported to the District that they are fully vaccinated.
- SB 1159 will be complied with in relation to workers' compensation claims for COVID illnesses with the District.
- 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.
- CSEA will support efforts to maintain funding pursuant to California Code of Regulations § 58146 for community colleges in the event of a closure of any District facilities due to the pandemic.
- The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they

affect the terms and conditions of employment of unit members, and will bargain, as needed, over the effects of such further directives.

- Disputes arising from the enforcement of this agreement are subject to the grievance procedure in the parties' collective bargaining agreement.

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.

This Agreement is made this 26 day of July 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



Stacy Zuniga, District Director of HR

***California School Employees Association***



[Tyler Johns \(Jul 20, 2021 09:30 PDT\)](#)

Tyler Johns, CSEA Chief Negotiator



[Virginia Beamer \(Jul 20, 2021 09:36 PDT\)](#)

Virginia Beamer, CSEA President, Chapter 379



[Ernest Grijalva \(Jul 20, 2021 12:49 PDT\)](#)

Ernie Grijalva, Labor Relations Representative