

## **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-19 Contact Tracing Application**

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.

On December 7, 2020 and January 14, 2021, the District and CSEA discussed the intention of the District to implement a tracking and reporting software from Ready Education to assist with the reporting requirements for COVID-19. The software can be used on a District-issued device or on a smartphone. If an employee elects to use their personal smartphone, the employee will have the ability to scan a QR code when entering a building for reporting purposes. If an employee elects to keep track of the information and report the information at the end of the day, the employee will have the ability to log into the District’s portal or kiosk to use the application and self-report their location(s) while onsite for reporting purposes. The security permissions are highly secure and meet the strictest security privacy requirements.

The application will provide the District the information necessary to meet its various reporting requirements under County guidelines, the Cal-OSHA regulations, SB 1159 and AB 685.

The District anticipates the Application to be implemented for employee use on March 8, 2021 and will continue until the reporting requirements under the County guidelines, Cal-OSHA regulations, SB 1150 and AB 685 expire. To the extent the COVID-19 Contact Tracing Application may affect CSEA bargaining unit employees, the District and CSEA agree as follows:

- 1) The application is not intended to replace any current process in place at the District Office or campus locations for an employee to request to work onsite.
- 2) Unit members are not required to download the Application to their personal smartphone, but may choose to do so.
- 3) Unit members not using the Application on their smartphone will log into the web version to report daily the buildings and offices they accessed while onsite.
- 4) It is understood that for those who are not using their personal smartphone, extra time not to exceed fifteen (15) minutes will be needed at the end of the day to self-report all of their location(s) for that day.
- 5) The application will not be used for time keeping (tracking), or discipline. However, if an employee is not using the application to self-report their location(s) while on campus, that is a separate issue that could lead to discipline.

- 6) Training will be provided to all bargaining unit employees prior to implementation of the application so it can be used properly by each member.
- 7) It is understood that this extra duty is being assigned in accordance with the CDC and CDPH Guidelines for COVID-19 and is not a normal duty of their job description.
- 8) CSEA will hold a meeting with its members to review the MOU and ensure that all unit members are abiding by the terms of the MOU.

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 24 day of February in the year 2021, in the City of Fresno, County of Fresno, State of California. This agreement will expire on December 31, 2021, but can be extended upon mutual agreement.

**State Center Community College District**



---

Julianna D. Mosier, Vice Chancellor, HR

**California School Employees Association**



---

Tyler Johns (Feb 23, 2021 19:00 PST)

Tyler Johns, CSEA Chief Negotiator



---

Virginia Beamer (Feb 23, 2021 21:59 PST)

Virginia Beamer, CSEA President, Chapter #379



---

Ernest Grijalva (Feb 24, 2021 09:48 PST)

Ernie Grijalva, Labor Relations Representative