

MEMORANDUM OF UNDERSTANDING
Between
MERCED COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And Its
CHAPTER #274

CORONAVIRUS RESPONSE

This memorandum is agreed between Merced Community College District (“District”) and the California School Employees Association and its Chapter 274 (together “CSEA”) concerning the District’s response to the coronavirus (COVID-19) pandemic.

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 faculty and staff. 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 coronavirus. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

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

- 1) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or related to the District facilities. It is understood that privacy rights under HIPPA and FERPA will be maintained.
- 2) The District will provide information to its employees 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 that such supplies are available. CSEA 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.
- 3) In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, sick leave policies will be liberally construed to encourage the unit member not to infect others by coming to work. Similarly, those unit members with medical proof of susceptibility to the virus, shall be granted leave as liberally and lawfully possible when consistent with the District’s operational needs. CSEA will notify its members of the District’s commitment but shall not encourage its members to take leave unless there is an actual medical reason. The District may request medical verification of the unit member’s illness consistent with the applicable collective bargaining agreement.

- 4) From the effective date of this Memorandum of Understanding until March 31, 2020, all sick leave related to COVID-19 shall be governed and administered pursuant to the Parties' Collective Bargaining Agreement. Beginning on April 1, 2020, the District shall provide for sick leave as required by the federal Families First Coronavirus Response Act (HR 6201), including any subsequent amendments to HR 6201. Eligible leave related to COVID-19 under the Act shall be utilized before the use of any other sick leave provided for by the collective bargaining agreement. The Parties agree that the District is not obligated to renegotiate this Memorandum of Understanding based on any amendments to HR 6201 or other state or federal legislation addressing COVID-19 related leave and instead agree that the District shall implement COVID-19 related leave consistent with state and federal law. The District agrees to inform CSEA of any changes to the application of sick leave due to changes in state and federal law as soon as practicable following the implementation of any such changes.
- 5) Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine and work-from-home or remain on-call, where appropriate to the scope of work of the unit member's position, at no loss to individual leaves or pay.
- 6) The parties understand that the District shall have the sole and exclusive right to determine whether the District's campuses are closed, maintained as open, or reopened after closure. It shall also have the sole and exclusive right to determine the extent of any on-campus operations. This paragraph is a restatement of existing authority and is not subject to negotiation.
- 7) In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus pandemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment.

Employees who are not ill and are able to continue working remotely or who remain on-call will not be required to use paid sick leave or any other form of paid time off during such an eventuality. Employees who are ill or caring for a child whose school is closed due to COVID-19 and unable to work remotely or on-campus as directed shall utilize appropriate leave pursuant to Paragraph 4 of this Memorandum of Understanding. Employees who are not ill and refuse to perform work without reasonable justification shall be subject to discipline up to and including dismissal. The determination of "reasonable justification" shall be made by the District in its sole discretion. Any employee discipline under this paragraph is subject to Article 34 of the Collective Bargaining Agreement.

- 8) 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 regular work assignment or work outside of their regular work assignment pursuant to Government Code § 3100. Other unit members not required to remain at

work shall work from home under a District agreement and/or remain on-call and subject to direction by the District during their normal scheduled work day.

- 9) For purposes of this Memorandum of Understanding, “on-call” means to be available during normal working hours to perform remote work or on-campus work as assigned. The Parties agree that “work-from-home,” “remote working,” or “on-call” as used in this Memorandum of Understanding does not constitute “Standby Time, Minimum Call-in Time and Call-back Time” as provided in Article 28 of the Collective Bargaining Agreement and that unit members are not entitled to any additional compensation for performing their normal duties, or being available to perform their normal duties, during normal working hours.
- 10) The parties agree that nothing herein limits the District’s authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, board policies, and administrative regulations.
- 11) CSEA will support efforts to maintain funding pursuant to Education Code § 66700, 70901 and 70901.5 in connection with the closure of any District facilities due to COVID-19 pandemic.
- 12) The District may need to add additional instructional days to this school year or next year. Should additional work days or other measures be sought by the District, the parties agree to meet and negotiate concerning the implementation for any affected employees.
- 13) The District shall make reasonable efforts to accommodate requests by employees who are parents to deal with a childcare provider or school emergency caused by the COVID-19-related closure in conformity with Labor Code section 230.8.
- 14) This Memorandum of Understanding shall not be precedent setting nor form any basis to establish a past practice.
- 15) This Memorandum of Understanding is effective upon execution through July 31, 2020. In the event that the COVID-19 pandemic or related emergency situation continues beyond July 31, 2020, the parties agree that the Memorandum of Understanding will automatically extend for additional 30-day increments, absent a mutual request by the Parties for the terms of the Memorandum of Understanding to be renegotiated.
- 16) The Parties agree to sign this Memorandum of Understanding electronically and it shall have the same force and effect as if it were executed with a physical signature.

Dated: _____

By: _____

For District

Dated: _____

By: _____

Dated: _____

By: _____

For California School Employees Association