

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

June 2, 2020

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties" concerning the District's response to the coronavirus ("COVID-19") pandemic.

The Parties 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 COVID-19. We agree that care should be taken to identify potential exposure and prevent the spread of the disease. We agree that all unit members are essential employees; 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 Parties agree as follows:

- 1) The District will inform Association as soon as possible should it learn of a confirmed or likely COVID-19 infection of District employees or students.
- 2) The District will continue provide information to its employees outlining guidelines related to 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 Association will cooperate with the District in any necessary public health actions. Unit members are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk). The District will continue to follow the suggested guidelines of the CDC and any required guidelines from State and Federal officials.

- a. The District will continue to provide face coverings and hand sanitizer.
- b. The District will ensure that workspaces support social distancing.
- c. The District and external experts will do an assessment of the areas that will need barriers and floor markings.
- d. The District will meet with CSEA to review locations for all barriers and floor markings prior to implementation. CSEA maintains the right to negotiate the effects of the implementation.

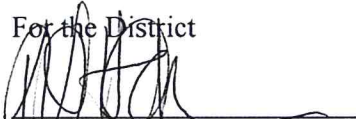
- 3) Based on recent guidance, all unit members that are sixty-five (65) or older may work remotely. Unit members will be required to coordinate with their immediate supervisor to verify if working remotely is operationally feasible.
 - a. Unit members that are the primary caregiver for an immediate family member that is sixty-five (65) or older may work remotely.
- 4) Unit members that unable to come to work due to a COVID-19 daycare or school closure that requires them to be home with their child may work remotely. Unit members will be required to coordinate with their immediate supervisor to verify if working remotely is operationally feasible. The supervisor will make every effort to make working remotely feasible. If working remotely is not feasible, unit members are authorized to use their accrued vacation or sick leave to cover the absence (Labor Code section 230.8).
- 5) In the event a unit member is exposed to COVID-19 or is taken ill with COVID-19, the District's sick leave policies will be liberally construed to encourage such unit member not to infect others by coming to work. Similarly, those unit members with medical proof of susceptibility to the virus should it be detected among students or staff at a District site will be granted leave as liberally as possible when consistent with the District's operational needs. The Association will notify its members of the District's commitments but shall not encourage its members to take leave unless there is reason to do so.
- 6) In the event any district facility must be closed, or any District operations are curtailed due to the COVID-19 pandemic, CSEA bargaining unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining unit members even if they are unable to work due to COVID-19-related reduction in use of district facilities. Unit members who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality. This paragraph will apply to up to one month of any such closure or curtailment; in the event the closure or curtailment seems likely to last more than one month, the District and CSEA will meet to negotiate the effects of all working conditions.
- 7) In the event the District moves to distance education due to the pandemic, the District will ensure that CSEA bargaining unit members suffer no loss of pay or benefits as a result. The District will keep the Association informed of any changes to its operations due to the emergency adoption of distance education, including of any increased need for Information Technology/Information Systems services or for other any other operations that could potentially be performed by bargaining unit members, and will promptly respond to further requests to bargain over such issues.
- 8) The Association will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 (or California Code of Regulations § 58146 for community colleges) in the event of a closure of any district facilities due to pandemic.
- 9) All unit members are required to continue working remotely unless otherwise directed to come on site. Unit members will be provided hotspots and District computers for those who need it to work remotely

10) This MOU will take effect upon July 1, 2020.

11) The agreement is subject to approval as per CSEA Policy 610 and ratification by the District's Board.

12) In the event that conditions change the Parties will reevaluate this MOU and adjust to accommodate unforeseen circumstances.

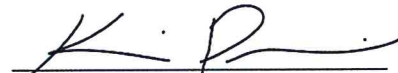
For the District



Kristina Hannon, SBCCD

Vice Chancellor, Human Resources

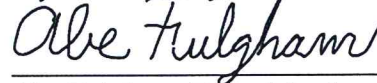
For CSEA



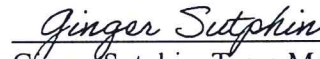
Kevin Palkki, President CSEA #291



Myesha Kennedy, CSEA LRR



Abe Fulgham, Team Member



Ginger Sutphin, Team Member



Stacy Garcia, Team Member



David Stevenson, Team Member