

**MEMORANDUM OF UNDERSTANDING
CORONAVIRUS RESPONSE**

May 7, 2020

This memorandum is agreed between the Solano Community College District ("District") and the California School Employees Association and its Chapter 211 ("CSEA") (together "Parties") concerning the District's response to the coronavirus (COVID-19) epidemic. 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 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 coronavirus. 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 to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained if possible, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the Parties 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 students.
- 2) The District will conduct department-wide virtual conferences with all bargaining unit members to review public health, hygiene, and sanitation guidelines related to the COVID-19 pandemic. These conferences shall take place prior to members of that department reporting to worksites as directed by their supervisors.
- 3) The District agrees to provide a safe and sanitary work environment for employees per OSHA regulations and guidance from the Centers for Disease Control, and will continue to ensure that its facilities have the necessary supplies for preventive sanitation measures (soap and water; disposable towels or tissues; hand sanitizer, and additional PPE as recommended by the Solano County Public Health Department). CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals and immediate redirection of work efforts to address instances in which the spread of the virus may be heightened. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety.
- 4) Sick leave policies will be liberally construed to encourage employees not to infect others by coming to work. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus, such as those with vulnerable health conditions or those who are age 65 or older will be granted leave as liberally as possible.
- 5) CSEA bargaining-unit employees who meet the eligibility requirements under FFCRA-HR 6201 shall be entitled to those leaves (see attached application forms).

6) CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of this MOU. Employees desiring to be relieved from duty may choose which accrued or available leave to use, following current contractual procedures.

7) All employees are expected to remain available to work remotely, or in rare instances on site, during their regular shift hours. Employees shall make every effort to be responsive to work communications within a reasonable timeframe during their regular shift hours.

8) In the event the District moves to distance education, in whole or in part due to the epidemic, the District will keep CSEA 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 any other operations that could potentially be performed by classified employees, and will promptly respond to further requests to bargain over such issues.

9) The District will allow CSEA employees to voluntarily work a 4/40 schedule with the permission of their supervisors, until such time as business needs would dictate a return to the previous schedule.

10) The District will discuss plans with CSEA before requesting that bargaining unit members return to worksites.

The terms of this MOU shall be non-precedential and shall not create a past-practice with respect to leave use policies. The terms of this MOU shall be effective retroactive to March 19, 2020. The Parties agree and understand that this MOU shall expire after the current public-health crisis has subsided, which shall be determined in relation to any Local, County, State, and Federal order involving quarantine, a declared state of emergency, or similar pronouncements, or on June 30, 2020, whichever occurs first. Should in-person instruction continue to be suspended beyond June 30, 2020, the parties will meet and negotiate the impacts thereafter.

Signing for CSEA:

<u>Dustin Patenaude</u> Dustin Patenaude (May 8, 2020)	May 8, 2020
<u>John Stefert</u> John Stefert (May 8, 2020)	May 8, 2020
<u>Sabrina Drake</u> Sabrina Drake (May 8, 2020)	May 8, 2020
<u>Jill M Crompton</u> Jill M Crompton (May 8, 2020)	May 8, 2020
<u>George Brooks</u> George Brooks (May 8, 2020)	May 8, 2020
<u>R</u>	May 8, 2020

Signing for Solano Community College District:

<u>Mary T. Jones</u> Mary T. Jones (May 8, 2020)	May 8, 2020
<u>Salvatore Abbate</u> Salvatore Abbate (May 8, 2020)	May 8, 2020