

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 477
AND
THE RIO HONDO COMMUNITY COLLEGE DISTRICT**

May 22, 2020

This memorandum is agreed between the Rio Hondo Community College District (“the District”) and the California School Employees Association and its Chapter 477 (“CSEA”) for the purpose of accomplishing our mission and obligation to the students of Rio Hondo and the communities we serve during 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 teachers 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 this pandemic. We believe that serving the students of Rio Hondo College is of the utmost importance.

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

- 1) Subject to any applicable public health orders, the District will inform CSEA as soon as practicable should it learn of a confirmed coronavirus infection of District employees or students utilizing District facilities. It is understood privacy rights (including HIPPA and CMIA) will be maintained.
- 2) The District will provide information on applicable public health measures, hygiene, and sanitation to help minimize the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap, water, disposable towels or tissues, masks, gloves, and hand sanitizer) to the extent such supplies are reasonably available. CSEA and its unit members will cooperate with the District in any necessary public health actions, including, but not limited to, those actions recommended by federal, state, and local departments of public health.
- 3) In the event a CSEA unit member with medical proof that they or a person within their household is exposed to coronavirus or is taken ill with COVID-19, the employee shall not be required to use any district accrued leaves. While the employee will not be required to use accrued leaves due to illness caused by COVID-19 the employee will be required to fill out any relevant forms that are supplied by the District as required by applicable rules, regulation, and laws related to appropriate illness leaves.
- 4) The parties agree that the District shall have the sole and exclusive right to determine whether any District program, operation, unit, or facility remains open, operates remotely, is closed, or reopened. However, CSEA shall be notified as soon as practicable when such determinations are made by the District.

- 5) In the event any District program, operation, unit, individual assignment, or facility is temporarily closed, or temporarily 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, for the period covered by this MOU. During any District closure or curtailment of any program, operation, unit, individual assignment, or facility, the District may, within its sole discretion, require some unit members determined to be essential to its continued operations to remain onsite and perform their regular work assignment. Other unit members, essential and non-essential, not required to remain at work may be assigned to work at home, and may be assigned duties reasonably consistent with their regular duties. Further, work expectations for employees working from home shall be within the accessibility and capabilities as provided by the District. Employees assigned to work at home may be recalled to campus on an as-needed basis, and will be provided sufficient time to travel from home to their work location. When possible and as determined by the District, all employees shall remain on their regular permanent work schedule in which they had as of March 20, 2020. However, any change of work schedule must adhere to Article 7 of the Collective Bargaining Agreement between CSEA and the District. Overtime for employees working from home must be approved in advance in writing by the Vice President of Finance and Business.
- 6) Unit members who currently do not receive medical benefits under Article 8, excluding those who have opted out of District health insurance and those who have insurance coverage from another source, shall be entitled to apply for reimbursement of the expense of diagnosis, or care due to the coronavirus, not to exceed \$200 per month for up to three months.
- 7) Unit members may utilize all applicable leaves, consistent with the requirements pertaining to such leaves, as established in this agreement, collective bargaining agreement, or as otherwise authorized by law, including, without limitation, the Families First Coronavirus Response Act (FFCRA). Further, an employee will be allowed to apply any of their accrued leaves with the 2/3 paid sick leave under the FFCRA in order to remain whole in salary and benefits.
- 8) The parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, board policy, and administrative regulation. CSEA does not waive its right to negotiate under EERA.
- 9) CSEA will support efforts to maintain sources of District funding in the event of a closure or curtailment of any District program, operation, unit, individual assignment, or facility due to the COVID-19 pandemic.
- 10) The District may need to adjust the start or end date of one or more academic terms. In such event, the parties agree to meet and negotiate concerning the impacts and effects.
- 11) The District and CSEA intend this MOU to settle all impacts and effects currently existing and related to the District's actions and decisions in implementing an emergency response. However, the District and CSEA agree that subsequent events may require additional

discussion or create additional impacts and effects and agree to meet and negotiate over those matters in good faith.

12) This MOU shall not be precedent setting nor shall it constitute a past practice.

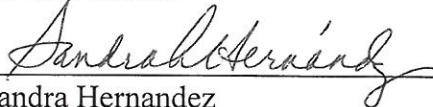
13) This MOU is effective April 1, 2020 through August 7, 2020. This MOU shall not continue as *status quo*, and may be extended only by written agreement between the parties.

Dated: 6-1-20

By: 

Shawn Smith
For the District

Dated: 6/1/20

By: 

Sandra Hernandez
For California School Employees Association

Dated: 6/3/2020

By: 

Heng Lim
For California School Employees Association