

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its CHAPTER #
472**

**Memorandum of Understanding
(3/17/20)**

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Imperial Community College District (hereinafter, "District") and the California School Employees Association and its Chapter #472 (hereinafter, "CSEA")

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 COVID-19. 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, and provisions should be made for District employees who are impacted by the epidemic.

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

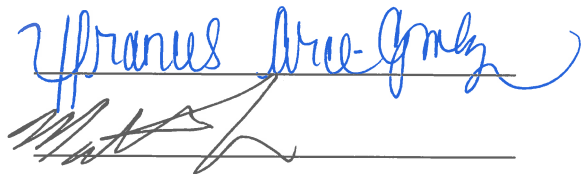
1. The District will inform CSEA as soon as practicable should it learn of a confirmed or likely COVID-19 infection of District employees or students.
2. The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees 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).
3. In the event a CSEA bargaining-unit employee is exposed to COVID-19 or is taken ill with COVID-19 or shows symptoms of COVID-19 and under quarantine, additional paid leave will be granted to the employee during this period. Similarly, those employees with medical proof of susceptibility to the virus should it be detected among students or staff at a facility will be granted regular sick or vacation leave as liberally as possible when consistent with the school's operational needs. CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.
4. All non-essential business related travel for ICCD employees is cancelled and personal travel is strongly discouraged. Essential business travel will be pre-approved by the appropriate Vice President.
5. In the event any District facility must be closed, or any District operations are curtailed due to the COVID-19 epidemic, 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, to include differential pay. Thus, for example the District will continue to compensate bargaining-unit employees even if they are unable to work due to

COVID-19- related reduction in use of District facilities.

6. Employees authorized and directed to work from home during the closure will be provided the resources to do so. The District will provide a one-time allowance of \$75.00 for increased usage of cell phone and internet to perform District business from home during the closure. Employees will not be required to provide their personal email or phone numbers to students or the public. Employees 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 until April 20, 2020 of any such closure or curtailment; in the event the closure or curtailment seems likely to go past April 20, 2020, the District and CSEA will meet and bargain about the issue.
7. Negotiations will continue during the level 2 closure period. Unit members who will not be able to attend in person due to COVID-19 must notify the CHRO in order to see if other arrangements maybe made. If the college moves to level 3 closure, all negotiations may be suspended or moved to teleconferencing.
8. Current and future short term substitutes for vacant positions may be extended for an additional 60 calendar days, not to exceed 120 calendar days total or until the COVID-19 emergency is ended, whichever occurs first.
9. Employees not on direct deposit will have their paychecks mailed to them at their personal mailing address in our HR database (Banner) with a post mark no later than March 31, 2020. Should the college re-open prior to payroll, payroll will occur as normal.
10. Due to the college closure, CSEA agrees to extend the evaluation period of classified employees due an evaluation through June 30, 2020.
11. The CAP on vacation leave accrual will be temporary raised to the amount of vacation accrued in 30 months until November 30, 2020. Compensatory time accrual is temporarily suspended during the closure period. All overtime performed during the closure period will be paid out.
12. CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to epidemic.

Signed this 17th day of **March, 2020**.

CSEA



DISTRICT

