

**MEMORANDUM OF UNDERSTANDING
BETWEEN
IMPERIAL COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 472
COVID-19 AGREEMENT EXTENSION**

This memorandum is agreed between Imperial Community College District and the California School Employees Association and its Chapter 472 (“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 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. 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 pandemic.

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

- 1. Agreement Extension:** The parties entered into the attached agreement regarding the impacts and effects of COVID-19 on March 17, 2020. Aspects of that agreement have since expired, and the parties now mutually agree to retroactively extend the provisions of that agreement in its entirety through December 31, 2020 or until the parties provide notice to renegotiate this agreement, whichever occurs first. Nothing precludes the parties from negotiating further extensions.
2. The parties also agree to the following for unit members who telecommute:
 - A. The District shall provide CSEA bargaining-unit classifications with all of the equipment needed to perform their assigned duties while telecommuting (working from home).
 - B. Per California Education code §87032, which requires that employees be reimbursed for reasonable expenses incurred while performing work related duties, SEA bargaining-unit employees who are telecommuting (working from home) shall receive a monthly stipend of \$50.00 effective July 1, 2020 through December 31, 2020 to cover any work related expenses. Employees who incur additional expenses or purchases related to working from home shall submit a reimbursement claim to get reimbursed actual expenses. Any purchases required to work from home shall be pre-approved by the appropriate administrator.
 - C. In the event a CSEA bargaining-unit employee who is telecommuting is asked to report to a District work site on a regular basis the District shall provide 48-hour notice prior to the time they are required to report. Campus emergencies requiring immediate response will not require advanced notice.

3. The parties also agree to the following for unit members who report to a district site to work:
 - A. Health Guidelines: When members report to a work site the District shall follow health guidelines and orders, including but not limited to maintaining appropriate changes to physical layout to maintain physical distancing such as one-way hallways, etc. The District agrees to provide handwashing locations (soap and water) and adequate time for employees to wash hands. The District also agrees to make preventive sanitation products available (such as disposable towels or tissues, and hand sanitizer).
 - B. Social Distancing: The District agrees to maintain physical distancing standards in facilities and vehicles, including but not limited to implementing plans to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet of distance between individuals, or current CDC recommended distance.
 - C. Personal Protective Equipment: The District shall provide sufficient protective equipment to comply with guidance for staff appropriate for each classification or duty, relevant to requirements. This includes but is not necessarily limited to the District implementing a plan for ongoing supply of protective equipment and purchasing a sufficient number of no-touch thermal scan thermometers for symptom screenings.
 - D. Any unit member asked to clean an area which had a confirmed case of COVID-19 within the previous 7 days shall receive a stipend of \$200. The unit member will be required to sign a non-disclosure agreement to protect the confidentiality of the employee impacted.
4. Screening: The District agrees to monitor and screen staff and students at the beginning of each day and throughout the day for signs of illness and send home staff and students with COVID-19 symptoms until cleared by the Public Health Department or through testing. The District shall use no touch thermometers and or screening stations for such monitoring. Thermometers and other screening equipment will be properly cleaned and disinfected after each use. The District also agrees to engage in “passive screening” of staff to self-screen before leaving for work and to stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.
 - a. Screening shall be performed in a confidential manner and all screening records shall be kept confidential. Screening records shall be destroyed after 30 days.
 - b. The parties agree no employee discipline may occur related to screenings.
 - c. Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and shall not be used to inquire into other medical conditions.

- d. The parties agree that screening shall be considered a part of the standard workday. No employee shall be required to be screened in an unpaid status.
- e. Any unit member who does scanning/screening of individuals shall receive a stipend of \$200.00 per month. Partial months will be pro-rated to \$10 per day.
- f. When an employee is not permitted to work due to safety screening (e.g., high temperature or positive report of key symptom), the employee will be placed on paid leave status or work from home if possible until permitted to return to work on campus; leave shall not be subtracted from their existing leave banks.

5. Information and Further Negotiation: The District will share with CSEA all new information it receives from local health authorities about COVID-19 pandemic. The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.

6. Grievance Procedure: Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.

Dated: August 24, 2020

By:  Clint C. Dougherty
Clint C. Dougherty (Aug 24, 2020 21:51 PDT)

For District

Dated: 8/25/20

By:  Frances Arce-Gomez
Frances Arce-Gomez (Aug 25, 2020 09:41 PDT)

Dated: 8/27/20

By: 

For California School Employees Association



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Final Audit Report

2020-08-27

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