

**MEMORANDUM OF UNDERSTANDING
REGARDING THE IMPLEMENTATION OF SENATE BILL 95**

This memorandum of understanding (“MOU”) is entered by and between the Santa Monica Community College District (the “District”) and the California School Employees Association and its Santa Monica College Chapter #36 (together “CSEA”) concerning the impacts and effects of changes in state law.

RECITALS

- A. The District and CSEA recognize that the Governor of California, Gavin Newsom, has signed Senate Bill 95 to provide supplemental sick leave for COVID 19 related absences.
- B. The parties recognize the importance of preventing the spread of coronavirus within the workplace, and that it is essential that employees be able to self-isolate in cases of suspected exposure.
- C. The parties also recognize that employees may have heightened responsibilities of care to family members during the pandemic, and that it is in the best interests of the District as an employer to accommodate those responsibilities, which increases employee retention, reduces absenteeism, and promotes a better workplace and better services for all.
- D. The District and CSEA have met and conferred concerning the subject matter of this MOU.

AGREEMENT

In consideration of mutual agreements set forth herein, the parties agree as follows:

- 1. The term of this agreement will be applied retroactively to January 1, 2021, as specified in SB 95 and will apply until September 30, 2021.
- 2. COVID 19 supplemental paid sick leave will be provided for unit members for any of the following reasons:
 - a. The covered employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the State Department of Public Health, the federal Centers for Disease Control and Prevention, or a local health officer who has jurisdiction over the workplace. If the covered employee is subject to more than one of the foregoing, the covered employee shall be permitted to use COVID-19 supplemental paid sick leave for the minimum


quarantine or isolation period under the order or guidelines that provides for the longest such minimum period.

- b. The covered employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
 - c. The covered employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.
 - d. The covered employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework.
 - e. The covered employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 - f. The covered employee is caring for a family member, as defined in California Labor Code Section 245.5, who is subject to an order or guidelines described above or who has been advised to self-quarantine.
 - g. The covered employee is caring for a child, as defined in California Labor Code Section 245.5, whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.
3. A full-time unit member is entitled to 80 hours of COVID-19 supplemental paid sick leave. A parttime unit member is entitled to prorated number of hours determined in accordance with the provisions of SB 95.
4. Notwithstanding paragraph 3, the District shall not be required to pay more than five hundred eleven dollars (\$511) per day and five thousand one hundred ten dollars (\$5,110) in the aggregate to a covered employee for COVID-19 supplemental paid sick leave taken by the covered employee unless federal legislation is enacted that increases these amounts beyond the amounts that were included in the Emergency Paid Sick Leave Act established by the federal Families First Coronavirus Response Act (Public Law 116-127), in which case the new federal dollar amounts shall apply to this section as of the date the new amounts are applicable under the federal law.

5. The leaves provided in this MOU shall be in addition to leaves provided by the District in the collective bargaining agreement between the parties and in the following MOUs between the parties: (1) MOU dated February 11, 2021, providing leave because of workplace exposure to COVID-19; (2) MOU dated March 9, 2021, providing leave for vaccinations.

Michael Roberts

MICHAEL ROBERTS
Chapter 36 President



JESSICA GONZALEZ
CSEA Labor Representative
For California School Employees Association



DR. KATHRYN E. JEFFERY
Superintendent/President
For the District