

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Santa Monica Community College District (the "District") and the Santa Monica College Faculty Association ("FA") as of this 7th day of May, 2020.

### RECITALS

- A. On March 17, 2020, the Board of Trustees adopted a resolution declaring that emergency conditions existed in the District as a result of the COVID-19 global pandemic.
- B. The Board of Trustees authorized the Superintendent/President to enter into agreements with employee organizations to provide special leave benefits during this emergency.
- C. The District and FA 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. Effective June 17, 2020, through December 31, 2020, faculty members shall receive in addition to any leaves set forth in the collective bargaining agreement between the District and FA additional paid sick leave and expanded family and medical leave as set forth in this MOU. This MOU implements the Families First Coronavirus Response Act (FFCRA). The FA and District agree that the expanded sick leave benefits set forth in the MOU dated March 18, 2020, provided sick leave benefits in excess of that required by the FFCRA during Spring Semester.

2. The following paid sick leave and expanded medical leave is provided:

**A. Qualifying Reasons for Paid Sick Leave**

An employee qualifies for paid sick time if the employee is unable to work either in person or by telework due to a need for leave because the employee:

- 1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;

2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
6. is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

**B. Amount of Paid Sick Leave**

A full-time employee is entitled to up to 80 hours of paid sick leave.

A part-time employee is entitled to up to the number of hours of paid sick leave equal to the number of hours that the employee is normally scheduled to work over two workweeks.

**C. Amount of Pay for Paid Sick Leave**

The employee shall be paid at the higher of (a) the employee's average regular wage; the federal minimum wage to which the employee is entitled; or (c) any State or local minimum wage to which the employee is entitled subject to the limitations set forth in the following table:

COVID-19 Qualifying Reason	Person	% of Rate of Pay	Maximum Benefit*
Subject to a federal, state, or local quarantine or isolation order	Self	100%	\$511 daily \$5110 total
Advised by a health care provider to self-quarantine	Self	100%	\$511 daily \$5110 total
Experiencing COVID-19 symptoms and is seeking a medical diagnosis	Self	100%	\$511 daily \$5110 total
Caring for an individual who is subject to a federal, state, or local quarantine order or isolation order	Other Individual	66.67%	\$200 daily \$2000 total

Caring for an individual who has been advised by a health care provider to self-quarantine	Other Individual	66.67%	\$200 daily \$2000 total
Caring for a child whose school or place of care is closed (or unavailable) for reasons related to COVID-19	Dependent Child	66.67%	\$200 daily \$2000 total
Experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury	N/A	66.67%	\$200 daily \$2000 total
* Employee can use own accrued paid leave equivalent to the unpaid portion to offset the reduction in pay			

**D. Qualifying Reason for Extended Family and Medical Leave**

An employee qualifies for expanded family and medical leave if the employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19.

**E. Amount of Expanded Family and Medical Leave**

In connection with a qualifying event under A(5) above, a full-time employee is eligible for up to 12 weeks of leave (two weeks of paid sick leave followed by up to 10 weeks of paid expanded family and medical leave) at 40 hours a week, and a part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

Time Period	% of Rate of Pay	Maximum Benefit
Days 1 - 10 (First 2 weeks)	0% if not using paid leave 66.67% if using expanded paid sick leave 100% if using other accrued paid leave	N/A - unpaid \$200 daily; \$2000 total if using EPSL N/A - paid at regular rate of pay if using accrued paid leave
Days 11 - 60 (Weeks 3 - 12)	66.67%	\$200 daily \$10,000 total
* Employee can use own accrued paid leave equivalent to the unpaid portion to offset the reduction in pay		

**F. Implementation**

Any decisions made by the District shall be in accordance with the regulations adopted by the Department of Labor and set forth in 29 C.F.R. Part 826.



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PETER MORSE  
For the FA



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