

**Memorandum of Understanding (“MOU”)
Between the
Coast Community College District and the
Coast Federation of Classified Employees, Local 4794**

**COVID-19
Emergency Response and Remote Work Plan
Summer 2020, Fall 2020, and Spring 2021**

July 13, 2020

The Coast Community College District (“District”) and the Coast Federation of Classified Employees, Local 4794 (“CFCE”), herein collectively referred to as the “Parties,” hereby confirm that they have negotiated, in good-faith, the impacts and effects of the District’s continued emergency response to the Novel Coronavirus (“COVID-19”) outbreak.

The Parties hereby agree that this MOU will become effective July 1, 2020, and will remain in effect until June 30, 2021, or until the conclusion of the District’s State of Emergency, whichever occurs first. Once the District’s State of Emergency concludes, or on June 30, 2021, this MOU and its terms will expire in their entirety.

I. Emergency District Closure

District facilities closed to the public on March 16, 2020, in keeping with local, state, and federal guidance to assist in slowing the spread of COVID-19, and remain primarily closed to the public at this time. Instruction and the business of the District resumed remotely on March 31, 2020, with most employees throughout the District, except those whose services have been deemed critical to operations during the State of Emergency, transitioning to full or partial Remote Work Plans (“RWPs”) as set forth in CFCE MOU #20-3.

Employees currently on RWPs may continue to work remotely or in hybrid assignments that include remote and on-site work through December 31, at the sole discretion of the District, understanding that if on-site services for students re-open, employees who were previously on RWPs may be directed back to on-site work prior to June 30, 2021.

The Parties recognize that future local, state, and federal government directives may necessitate further changes in working conditions, and additional emergency actions may need to be taken by the Chancellor in support of public and employee health, and the Parties agree to meet and negotiate in good-faith, as soon as is practical, regarding any future impacts.

II. Emergency COVID-19 Remote Work Plan

The Parties hereby agree that in order to limit the exposure and transmission of COVID-19 RWPs will continue to be assigned, on a temporary basis, to employees in situations where management has determined that such temporary remote work is appropriate and

viable. RWPs will be assigned, at the sole discretion of the District, on a case-by-case basis consistent with the mission of the District and respective department or unit, under the following circumstances:

- a. The Chancellor, or another government agency, determines that District facilities must close¹; or
- b. The Chancellor determines that some or all of instruction and services will move to remote formats; or
- c. Employees over age 65 or who suffer from underlying health issues, who have been called to “self-isolate” at home by a local, state, or federal governmental authority; or
- d. As a temporary reasonable accommodation, should an employee have a medical condition, other than those identified in item “II-c”, that may be negatively impacted by COVID-19 and public contact needs to be limited²; or
- e. As a temporary support measure should an employee need to provide child care to a minor, dependent child due to school and day-care facility closures related to the pandemic.

Should the District determine that an RWP is viable for a particular employee, and that employee’s work is not determined by the District to be “essential” on-site work, and that employee declines the RWP, that employee shall be required to exhaust all of their applicable leaves.

The Parties further agree that the scope of RWPs will be as follows:

- i. Employees assigned to an RWP will work from an alternate remote location (i.e., home) on a temporary basis while the District encourages social distancing as a measure intended to minimize the spread of COVID-19. The necessity for RWPs will be reviewed vigorously during this time. The RWP does not prevent or restrict the supervisor’s ability to require the employee to report to their permanent work assignment location, or to another temporary work location, as needed and with no less than 24-hours of advance notice when possible, unless the RWP specifically states that the employee has specific “immediate response” responsibilities and must be available to physically respond to an urgent situation at the permanent work site or other remote work site. The District will consider reasonable extensions of the 24-hour notice requirement should the employee need to make child care arrangements.
- ii. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged to the fullest extent possible. Employees on an RWP are expected

¹ Not all employees will be eligible for or required to do a RWP. The District will determine what work needs to continue remotely during any facility closure.

² Employees seeking reasonable accommodations related to the COVID-19 outbreak will be able to utilize an abbreviated process to secure accommodations by emailing accommodations@cccd.edu.

- to abide by all District and departmental rules, regulations, procedures, the Parties' collective bargaining agreement (the "CBA"), and District Board Policies and Administrative Procedures.
- iii. During the period that the employees are temporarily assigned to an RWP, the employee will check District-related email, telephone, and other designated communication methods on a consistent basis as if the employee were working at a District-site.
 - iv. The District's rules and policies governing time and attendance, requesting and using leave, and expectations of performance remain unchanged under an RWP. Employees must obtain supervisor approval before taking leave in accordance with District policies, procedures, and the CBA.
 - v. Employees are expected to be available and in a "ready-to-work" status during assigned business hours while on an RWP. Employees may not deviate from their assigned work schedule, and are required to take rest and meal breaks in full compliance with the CBA and the law. Employees are prohibited from working additional hours outside of their assigned work schedule, and are expressly prohibited from working overtime without prior approval from their supervisor. Employees are required to notify their supervisor within one business day of any failure to take a scheduled rest or meal break, or of any work performed outside of the established RWP schedule.
 - vi. Managers will establish a regular virtual check-in protocol for employees on RWPs to evaluate the status of work products and achievement of established goals. District Human Resources will provide managers with training and sample protocols to ensure that equitable supervision practices take place district-wide.
 - vii. With the understanding that the District has limited resources, the District shall make reasonable efforts to provide employees with the tools, technology, and assets necessary to successfully transition to an RWP. Employees are solely responsible for establishing and maintaining an appropriate RWP workspace, and in the event that the District is unable to provide the necessary assets, employees may be asked to use personal equipment, if already available to the employee. Network costs, workspace furniture, and energy or data charges will not be paid by the District unless the District expressly agrees otherwise in advance of the employee incurring the cost. The District shall provide all required training, technical support, and technologies that any employee needs to successfully transition to an RWP. Employees shall not be required to purchase furniture, equipment, technologies, supplies, or services in order to successfully transition to an RWP. Employees shall work with their manager to determine what technologies, resources, and trainings may be required.
 - viii. Employees will comply with all District rules, procedures, and policies governing use of equipment and technology. District-provided equipment will be serviced and maintained by the District. Employees are responsible for servicing and maintaining

any personal equipment, materials, and technologies provided and used by the employee for business purposes during an RWP.

- ix. If approved for a Virtual Private Network (“VPN”) account, employees are required to use either a mobile device (e.g., laptops, tablets), or a personal desktop and, if approved by the District, a mobile phone owned and issued by the District. The District shall provide all required training and support that any employee needs to successfully transition to the use of a VPN.

If an employee will use a personal mobile device or personal desktop while on an RWP, the employee must consult with their manager as well as the District’s Information Systems staff to ensure appropriate set up of the personal device(s). Employees are prohibited from tampering with any software, firmware, or hardware provided by the District or loaded onto the employee’s personal devices to enable the employee to perform District work.

Regardless of whether using personal or District-owned devices for District work while on an RWP, employees are responsible at all times for the access, use, and security of those devices. Employees must not download any confidential data related to students or employees such as Personal Identifiable Information (“PII”) from Banner or any other District data system. Employees must be sure to connect mobile devices from a secured network (i.e., one that requires a username and password). Employees must take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information that they access while telecommuting. Employees agree to close or secure all connections to District desktop or system resources (i.e., remote desktop, VPN connections, etc.) when not conducting work for the District. Approval to use non-District issued mobile devices may be revoked by the District at any time at the District’s discretion.

- x. Employees on an RWP will be solely responsible for creating and maintaining a safe, ergonomically appropriate, and healthy work environment. Employees are required to report any concerns relating to the safety, ergonomic appropriateness, and health of the remote work site environment. Employees who are requested to return District assets to the District will do so within two business days of receiving the request.
- xi. The District shall not be liable for damages to the personal or real property of employees during the course of performance of District duties or while using District equipment in the employee’s residence or other property, except where required by law.
- xii. The District shall not be responsible for operating expenses, home or property maintenance, or any other incidental costs (e.g., utilities) associated with an employees’ participation in an RWP. Employees shall continue to be entitled to reimbursement for authorized travel and expenses while conducting business as assigned by the District per the District’s reimbursement policies.

- xiii. Injuries occurring while the employee is in a paid working status and performing assigned work shall be subject to workers' compensation laws and regulations, the same as work performed at a District-owned and operated facility.
- xiv. Employees shall comply with all District policies and standards for safeguarding and protecting any confidential business information, PII, student records, employee records, and any other sensitive information. Employees shall ensure that confidential, personally-identifiable, and all other sensitive information discussed, maintained, or disseminated in any form is handled in a manner consistent with District policies and procedures and which protects the information from unauthorized disclosure to the maximum extent possible. Employees will discuss with their supervisor the safeguards and protections to be used by employees.
- xv. The District may terminate an RWP for any reason, at any time, with at least 24-hours of notice to the employee when possible. The District will consider extending this 24-hour notice should the employee need to make child care arrangements.
- xvi. Employees assigned to an RWP will be required to sign a Remote Work Plan Agreement (attached hereto).

III. Leaves

In the event that an employee's work site has been closed, and the employee declines or does not accept an assignment to an RWP, the employee may be eligible for a qualifying leave as outlined herein.

Sick Leave

Employees who are ill, due to COVID-19 or another medical condition, are eligible to utilize sick leave (including COVID-19 Emergency Paid Sick Leave benefits set forth under the law and in CFCE MOU #20-9) and apply for short term disability benefits, as appropriate. Employees who become ill due to COVID-19, and do not have enough accrued sick leave to receive pay during the eligibility period for short-term disability benefits, will be permitted to "deficit spend" against sick leave that will be earned in the 2020-2021 fiscal year. This does not include access to Extended Sick leave benefits beyond those available for the fiscal year. Employees who exhaust all paid leaves due to a medical condition also may be eligible for a job protected, unpaid, leave of absence.

Family Illness

Employees caring for an immediate family member, such as due to exposure or possible exposure to COVID-19, may utilize Family and Medical Leave under Section 17.12 of the CBA and/or COVID-19 Public Health Emergency Leave in accordance with CFCE MOU #20-9.

Employees caring for an immediate family member are permitted to utilize up to 100% of their earned sick leave (including available Emergency Paid Sick Leave benefits) and vacation benefits to care for that family member. Employees also will be permitted to "deficit spend" against sick leave and vacation-that will be earned in the 2020-2021 fiscal

year for this purpose.

Child Care

Employees who are impacted by child care needs due to a COVID-19 closure of a dependent child's school will transition to an RWP, if feasible. If an RWP is not assigned, the employee will be permitted to utilize up to 100% of their earned sick leave (including available Emergency Paid Sick Leave benefits) and vacation benefits to provide necessary child care. Employees will also be permitted to "deficit spend" against sick leave and vacation that will be earned in the 2020-2021 fiscal year for this purpose.

Quarantine Leave

Should the District determine that an RWP is not viable for a particular employee, and if there is no available assignment for that classified employee on-site at the District, then that employee shall continue to receive remuneration from the District, at the employee's regular rate of pay, for the period during which the classified employee is ordered by a governmental authority to be quarantined or to stay at home.

IV. Reasonable Accommodations

An abbreviated reasonable accommodations request process, to support remote work options and the use of available leave, for employees who have a disability that may be impacted by COVID-19 is available.

V. Performance Evaluations

Performance evaluations due on July 1, 2020, or thereafter, shall be completed as usual in accordance with the CBA. Performance evaluations that were due between March 2020 and June 2020, shall be handled in accordance with CFCE MOU #20-8.

VI. Workplace Safety Measures

Training in the proper disinfecting and cleaning of workspaces in response to COVID-19 will be provided to all custodial personnel. Custodial personnel also will be provided with appropriate personal protective equipment and devices as appropriate.

The Parties agree that should an active case of COVID-19 be confirmed within the District, that cleaning and disinfecting services will be performed by a third-party vendor so that employees may reduce their potential exposure. No employee shall suffer financial harm due to the District contracting with a third-party vendor.

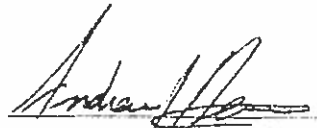
Written Safe Work Practice ("SWP") plans will be developed for all departments where employees work on-site. Employees shall receive information and training related to their assigned SWP plan. Employees will be required to self-screen for symptoms related to COVID-19 and attest that they have not come into contact with any person who has tested positive for COVID-19, or who has displayed COVID-19 symptoms but is waiting for a test, for the 14-day period prior to the employee's entrance into the workplace.

VII. Social Distancing Protocols

Social distancing protocols for on-site work have been established consistent with those identified by the CDC, or other governmental entities as they become available. These protocols will also be included in each SWP plan. Additionally, all District employees are required to wear protective face coverings while on District property in accordance with Board action taken on April 22, 2020.

Additionally, as COVID-19 was declared by the President of the United States of America to be a national emergency on March 13, 2020, and subsequently, the Board of Trustees declared a State of Emergency at the District, the Parties hereby agree that the District may take any temporary action as may be necessary to carry out its mission as the COVID-19 situation develops. The Parties further agree that they will continue to negotiate any impacts and effects resulting from any District actions that impact CFCE or its unit members.

The Parties intend this MOU to settle all impacts and effects negotiations currently existing and related to the District's actions and decisions in continuing this emergency response to COVID-19. However, the Parties 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.


Andrew Deaso, CFCE President/Date 7/15/20


Dr. Marco Baeza, CCCD Chief Negotiator/Date 7/15/20


David A. Grant, Board President/Date 7/16/20


Dr. John Weispfenning, Chancellor/Date 7/16/20

