

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
VICTOR VALLEY COMMUNITY COLLEGE AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
VICTOR VALLEY CHAPTER #584
REGARDING IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT**

May 4, 2021

This memorandum of understanding (MOU) is agreed between Victor Valley Community College and the California School Employees Association and its Chapter Victor Valley Chapter #584 (together "CSEA") concerning the impacts and effects of resumed-reintegrating District operations under COVID-19 conditions.

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 teachers 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 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 epidemic.

The District and CSEA recognize that depending upon changes in the public health situation and governmental directives, during part or all of the 2020-21 school year the District might utilize distance learning, or in-person instruction, or different combinations of distance learning and in-person instruction. To facilitate the District's implementing either distance learning, in-person instruction, or an appropriate hybrid model, this MOU addresses some commitments that would apply when the college reopens to the public and/or in-person services return.

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

1. Safety:

A. Safety Plans, Information, and Training

The District acknowledges its obligation to comply with all applicable state and local health and safety guidelines, including those related to COVID-19. These guidelines may include, but are not limited to, items such as maximum occupancy of classrooms; social distancing requirements for all instructional spaces; hand-washing stations; hand sanitizer; screening and testing of all persons coming on campus by District-trained personnel; limits on the number of classes/students allowed on campus and within each building at any given time; limits on hallway and bathroom use; cleaning and disinfecting requirements; ensuring the appropriate open ventilation and air circulation; and the provision of personal protective equipment (PPE) for faculty and students.

COVID-19 health and safety information can be found at:

- Center for Disease Control ("[CDC](#)")
- California Department of Public Health ("[CDPH](#)")
- California Community College Chancellor's Office ("[CCCCO](#)")
- San Bernardino County Office of Public Health ("[SBCPH](#)")
- Victor Valley Community College Reintegration Plan ("[Reintegration Plan](#)")

Per Cal/OSHA and CDPH guidance, the District will designate a COVID-19 coordinator and inform CSEA of that person's name and contact information.

All questions regarding the District COVID-19 plans, shall be directed to the Chief of Police and the Vice President of Human Resources.

The District will provide CSEA with its worksite-specific COVID-19 prevention plans, its infectious disease preparedness and response plan, and will consult with CSEA to develop its comprehensive risk assessment and will immediately provide CSEA with any changes to those documents. CSEA also has the right to participate in the campus-wide COVID-19 Reintegration Taskforce.

The District may establish a working group to focus on safety issues related to COVID-19, including issues that arise as District operations evolve and best practices. If such a working group is established, it shall include at least one (1) classified employee(s) appointed by CSEA.

The District will share with CSEA without delay any information it receives or develops regarding safety issues related to COVID-19.

The District will train bargaining-unit employees on its worksite-specific COVID-19 prevention plans.

B. Reporting Unsafe Conditions

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall, as soon as reasonably practicable under the circumstances, respond in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

2. Screening:

The District acknowledges its obligation under state and local health and safety guidelines to take reasonable steps to exclude any student, parent, caregiver, visitor, or staff showing symptoms of COVID-19 as identified by CDC and CDPH guidelines for COVID-19 symptoms, including but not limited to fever, chills, cough, shortness of breath, fatigue, sore throat, or the loss of smell/taste.

Daily visual symptom and wellness checks may also be administered at the beginning of each workday, which may include temperature reading with a no-touch thermometer *and* a questionnaire about symptoms. The questionnaire may optionally be administered by an app.

Employees may be asked to help with screening of students or staff. Staff who conduct these screenings shall be given adequate PPE and barriers shall be used to reduce potential exposure during the checks.

Records of staff screenings shall be kept in a safe, confidential location, and shall not be disclosed without employee permission except to county public health employees in the course of investigating a case or outbreak of the virus.

3. Testing and Tracing:

The District shall notify bargaining unit employees who have been exposed to COVID-19 at work. The District shall identify individuals who have been in close contact (within six feet for 15 minutes or more) of an infected person, or a person who is suspected to be infected, and take steps to

isolate the infected person and close contacts.

The District shall provide COVID-19 testing at no expense to bargaining unit employees where potential exposure has occurred.

CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

The District will develop a plan for when a staff member, student or visitor becomes sick, per Cal/OSHA and CDPH school guidelines. The District will provide that plan and any updates to CSEA and will train staff about the procedures to be followed.

Temperature taking duties shall first be offered to bargaining unit members on a voluntary basis. Participating bargaining unit members shall be trained in screening technique prior to screening.

4. Leave and Workers' Compensation:

A. Leave

The Parties further agree that if State and/or Federal directive(s), authorization(s), and/or appropriation(s) for additional paid sick leave are approved, unit members who utilize paid sick leave for the purposes of quarantine, diagnosis, or preventative care shall be entitled to a leave credit in those amounts and at those rates as authorized by law.

Employees who have exhausted all paid leave and must be absent due to coronavirus, including to care for family or household members or to meet a childcare emergency, shall be permitted to take unpaid leave.

B. Workers' Compensation

The District and CSEA acknowledge that a rebuttable presumption exists that an employee's illness related to coronavirus is an occupational injury, and therefore bargaining unit members may be eligible for workers' compensation benefits if specified criteria are met for employees who are diagnosed by physician with COVID-19 within 14 days of having come to work at a District site.

5. Accommodation:

A. Accommodation of High-Risk Individuals

The parties recognize that some bargaining-unit employees are at higher risk of severe illness from novel coronavirus due to existing medical conditions or age. The District agrees to protect and support staff who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or a caregiver who cannot safely distance from household contacts at higher risk, by engaging in a good-faith interactive process which may find accommodations such as providing options such as telework, flexible leave plan, temporary modification to duties, or negotiated change in classification or duties.

B. Accommodation for Dependent Care

In accordance with SB-95, employees may request leave to address a childcare provider or school emergency affecting their children. If bargaining-unit employees do not have access to their normal childcare due to the coronavirus epidemic and related program and school closures, then the District must enable employees to work by any of the following:

- Allowing employees to enroll their children in childcare programs run by the District subject to qualification, capacity, and enrollment restrictions; or
- Accommodating employees with adjusted schedules or paid leave, as provided for in SB-95 or other laws.

6. Return Personnel:

When an employee is working off-site (such as telecommuting or supporting distance learning), District agrees to give at least 24-hours' notice prior to requesting an employee report back to their site.

7. Workload:

The District and CSEA agree to meet and negotiate any issues that arise due to increased workload created by COVID 19, including accommodating CDPH guidelines and recommendations (e.g., installation of barriers or partitions, added cleaning schedules and computer support needed to ensure effective operations.)

8. Working from Home:

In the event the District determines that it is necessary to fully or partially return to remote work, the following shall apply:

- The District will take reasonable steps to facilitate remote work.
- The District will provide those working in the CSEA bargaining-unit classifications with all equipment and training necessary to perform assigned duties while working from home.
- While working from home, CSEA bargaining-unit employees are expected to be available during their normal designated working hours.
- During the telework assignment, a supervisor may request a report of duties and tasks in progress or completed from the employee.
- If a CSEA bargaining-unit employee who is working from home has a childcare issue, the CSEA bargaining-unit employee shall notify their Supervisor. The District agrees that due to school closures CSEA bargaining-unit employees are dealing with unprecedented situations which may limit their ability to provide the same level of productivity. The District agrees that no CSEA bargaining-unit employee shall be unreasonably disciplined over productivity concerns for the duration of this agreement. However, the District reserves the right to initiate disciplinary proceedings for cause when deemed necessary.

9. Information and Further Negotiation:

The District will share with CSEA all new information it receives from local health authorities about COVID-19 epidemic, subject to individual privacy rights. 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.

10. Compliance with Further Governmental Orders:

The parties recognize that governmental standards and guidance about workplace safety and health with respect to COVID-19 continues to evolve as scientific understanding increases. The

District agrees to adhere to any coronavirus-specific safety standards, orders, regulation, or guidance.

In case of conflict between different governmental guidelines, the District will adhere to the guidelines that are the most protective of the health and safety of students and staff while at District facilities. The District will notify CSEA and the Chapter President if it believes that any such changes in standards, orders, regulation, or guidance requires changes in working conditions beyond those specified in this MOU, and upon the request of either party the parties will meet as soon as possible to negotiate the impacts and effects of those changes.

11. OSHA/Complaints Violation of agreement

CSEA and unit members retain the right to direct complaints to state and local Health Departments, Department of Fair Housing and Employment, CAL OSHA or any applicable enforcement agency. CSEA will utilize the PERB for violations of CBA and or violations of the EERA.

12. Duration of Agreement:

This MOU is a temporary agreement to address the extraordinary circumstances created by COVID-19 pandemic. It does not create any precedents nor establish any past practice for future bargaining purposes. This MOU shall remain in effect until either the end of the day on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020, in response to the coronavirus outbreak, whichever comes first.

The parties recognize that this Memorandum of Understanding is subject to all respective approvals required by the District and under CSEA's Policy 610 and ratification process.

For CSEA

Deborah Peterson

Debbie Peterson, President

Michele Laveaux

Michele Laveaux, Negotiations Team

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Dawn Stoecker

Dawn Stoecker, Labor Relations Rep.

For Victor Valley College



Dr. Danie Walden, Superintendent/President

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