

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

October 7, 2020

Supplemental to COVID-19 Campus Closures — Child Care and Sick Leave

As an augmentation to the CLPCCD/FA MOU dated April 16, the District and Faculty Association agree to the following:

1. **CHILD CARE** – An employee who is unable to come to work due to a COVID-19 daycare or school closure will first be directed to use Public Health Emergency Leave (PHEL), which they are entitled to under the Families First Coronavirus Relief Act (FFCRA). PHEL provides an employee up to 12 weeks of leave to care for children under 18 years of age due to school closure or unavailability of child care due to the COVID-19 pandemic. Although the first 2 weeks of this leave is unpaid, the new law also allows employees to substitute the two weeks of FFCRA Emergency Paid Sick Leave (EPSL) for which they are entitled to cover this time. An employee may also use available paid leaves to supplement their pay up to 100%. The remaining 10 weeks are paid up to 2/3 of the employee’s regular pay, but the employee may use available paid leaves to supplement their pay up to 100%. The District will grant FFCRA leaves up to the amounts specified in law. After exhaustion of PHEL, the employee can use sick leave or any other available leave if the employee does not have sufficient sick leave accruals.
2. **EXTENDED SICK LEAVE** – When all of a unit employee’s available paid leaves are exhausted, the employee may access their Extended Sick Leave per Article 11A.4 of the collective bargaining agreement. This will apply to situations where an employee is unable to work due to conditions consistent with “Emergency Paid Sick Leave” as explained in the Families First Coronavirus Response Act. Those conditions include (1) a federal, state, local isolation or quarantine order; (2) being advised by a health care provider to self-quarantine, (3) having symptoms or a diagnosis of COVID-19; (4) having to care for an individual as a result of (1) or (2); (5) caring for a child under 18; or (6) experiencing similar conditions specified by the Secretary of Health and Human Services.
3. **SICK LEAVE DONATION** – Consistent with Article 11A.7 of the collective bargaining agreement, FA and the District will work together to establish a bank of sick leave that can be applied to situations where a unit employee has exhausted all of their available paid leaves.

At such time that the shelter-in-place order expires for the District, the parties agree to meet and confer for the purpose of determining specific dates for phasing out the provisions herein, provided however that no date shall be later than the last day of the semester in which the shelter in place order expires. Therefore, this MOU shall expire no later than the end of the semester in which the shelter in place order expires.

In the event Federal, State or Local agency establishes legislation that causes the suspension or invalidation of any portion of this agreement, the parties agree to meet and confer within seven (7) working days after such determination for the purpose of arriving at a mutually satisfactory replacement for the invalid section(s).”

Signed and entered this 7th day of October, 2020

<signed>

<signed>

David D. Fouquet
President, Chabot-Las Positas
Faculty Association

Ronald P. Gerhard
Chancellor, Chabot-Las Positas
Community College District