



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Mt. San Antonio Community College District (District), and California School Employees Association and its Mt. San Antonio College Chapter 262 (CSEA).

Intent: *The intent is that this MOU is to correct areas of improvement, provide clarity in process, and expectation of remote work following its implementation.*

The District and CSEA mutually agree to the following:

1. Remote Work: Remote work may be requested and authorized on a temporary or on-going basis. Remote work schedules must have mutual agreement between the District and the individual unit member. Remote work, pursuant to established parameters, must be approved before it commences. No unit member shall be required to perform remote work without the unit member's agreement. The following terms apply to both temporary and ongoing remote work schedules:
 - 1.1. When there is an urgent and unforeseen operational necessity that requires a unit member to alter their remote work schedule without the district providing them with proper notice as specified in sections 2.4 and 3.5, the District shall provide sufficient notification to give the unit member a reasonable opportunity to prepare and travel to or from campus. Should the unit member be required to return to campus, they may either return to campus or use their personal leave to cover their absence from work.
 - 1.1.1. If the unit member's remote work schedule is altered after their shift has begun, they will remain in paid status during travel time.
 - 1.2. Unit members shall not remain in paid status during travel time to or from the work site when partial remote workdays are scheduled except by mutual agreement, or as specified in section 1.1.1.
 - 1.3. Travel expenses to and from work, including mileage, are not eligible for reimbursement.
 - 1.4. Each unit member has the right to have their request reviewed on its individual merit. Unit members shall be provided the rationale in writing identifying the specific operational necessity for the following:
 - Denial of any portion of a request for remote work.

- Changes to a Remote work schedule that involve a reduction in previously approved remote work hours.

- 1.5. Unit members may withdraw from remote work at any time with an effective date mutually agreed to by the District and unit member.
- 1.6. Should the need to work in another location arise and the member cannot work at their identified remote work site, the member shall notify their manager as soon as practical. The manager shall review the unit members request to return to campus. If the manager cannot identify another location on campus, the unit member shall continue remote work at another location or utilize personal necessity.
- 1.7. Remote work schedules shall be determined by the District based on essential functions and assignments within the unit member's job classification within the department/division and shall not be based on the total volume of work.
- 1.8. Unit members shall not be required to document their day to day activities while remote working unless documenting the work is a part of their daily in-person responsibilities.
2. Temporary Remote Work: Temporary remote work is intended for unit members to work from home or another approved off-campus location on a short term or temporary basis (Less than 90 days, or for the term of an accommodation) with a set start and end date. The following terms apply only to temporary remote work schedules:
 - 2.1. Unit members shall submit their request in writing as soon as they become aware of the need for temporary remote work. The immediate manager shall reply to requests in a timely manner, typically within five (5) working days.
 - 2.2. Remote work may be authorized on a temporary basis for any of the following reasons:
 - 2.2.1. Fulfill overtime assignments in accordance with Article 10.5.
 - 2.2.2. Provide an alternate workspace option when the unit member's work site is not fit for occupancy or conducive to a productive work environment.
 - 2.2.3. Provide an alternative to taking one of the leaves listed under Article 13 (Leaves of Absence and Related Matters).
 - 2.2.4. Provide an option of temporary accommodation through the Fair Employment and Housing Act (FEHA) interactive process with Human Resources.

- 2.2.5. Perform work before or after conference and travel.
 - 2.2.6. Participate on remote committees or remote work groups for which they need privacy or lasts most of the day (e.g., hiring committees, negotiations, or other meetings of a confidential nature).
 - 2.2.7. Any other reason mutually agreed to by the unit member and manager.
- 2.3. Human Resources may follow up with any unit member who has been on temporary remote work for more than five (5) consecutive working days or when deemed necessary.
- 2.4. Any modification or cancellation of temporary remote work by the District shall be based on operational necessity and management shall provide the member with at least one business day's notice of this change.
3. On-Going Remote Work: On-going remote work is intended for non-probationary unit members to work from home or another approved off-campus location on a long-term or permanent basis. The following terms apply only to ongoing remote work schedules:
 - 3.1. Unit members shall submit their ongoing remote work requests to Human Resources. Human Resources shall notify the applicant of their decision on the request in writing no more than forty (40) working days from the date the application was submitted. If the District requires more than forty (40) working days, Human Resources shall provide written notice to the unit member for up to an additional twenty (20) working days. After final review and final determination, Human Resources shall send written notice to the unit member of the decision. In the case of a denial, the rationale pursuant to section 1.4 of this agreement will be included in the written notice.
 - 3.2. Managers should have a conversation with the unit member after receiving their request. All requests will be thoroughly reviewed and written recommendations will be made by the unit member's immediate manager, area Vice President, and Human Resources before the District makes a determination. The written recommendations from all reviewing parties will be included in the notice to the unit member informing them of the District's decision. Written recommendations provided by the District are for the purpose of transparency only. If a unit member disagrees with a denial they receive, they may follow the process prescribed in section 3.10.1.
 - 3.3. When requested, CSEA 262 President or designee will be provided access to the following information through Human Resources:
 - List of unit members who have submitted an ongoing remote

work request

- The unit member's original applications
- The written notice of the decision given to each unit member.

- 3.4. The District and CSEA may propose changes to the Remote Work Request Form at any time; implementation of those changes will require mutual agreement and the form will be signed and dated by the president of CSEA 262 or designee and the Vice President of Human Resources or designee. The form will be made available to unit members.
- 3.5. For the purposes of making changes to ongoing remote work schedules and providing notifications, remote work schedules shall be considered "work schedules" as defined in Section 10.01.4.1 and 10.01.4.2 of the collective bargaining agreement.
- 3.6. Unit members are not permitted to receive ongoing remote work until after the probationary period is concluded. The maximum allowable time shall be no more than 60% of their schedule and no more than the following:
- Three days for a five day workweek;
 - Two days for a four day workweek;
 - One day for a two or three day workweek;

Appropriate Vice Presidents may allow for case-by-case exceptions to these ongoing remote work schedule maximums.

This section shall not be interpreted to prevent unit members from requesting temporary remote work in addition to their ongoing remote work schedule.

- 3.7. All ongoing remote work arrangements will be reviewed at least annually. New remote work arrangements will be reviewed after the first 90 days, which is intended to provide both the unit member and their immediate manager an opportunity to review and evaluate the remote work arrangement.
- 3.8. Approval and continuation of ongoing remote work may be contingent on the unit member's current and past job performance, including attendance and disciplinary record.
- 3.9. Unit members currently under a Needs Improvement Plan may be ineligible for ongoing remote work.

- 3.10. The outcome of an ongoing remote work request shall not be the sole basis for initiating a grievance procedure.
 - 3.10.1. In the case where CSEA 262 disagrees with the outcome of an ongoing remote work request or the cancelation or modification of an existing ongoing remote work schedule, the CSEA 262 Chapter President, or designee, and the Vice President, Human Resources, or designee, shall meet to discuss the outcome. The outcome may be updated based on that conversation.
 - 3.10.2. The process for requesting ongoing remote work shall remain subject to the grievance procedure.
4. Remote work expectations: In order to work remotely, unit members are expected to abide by the conditions outlined below.
 - 4.1. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Unit members engaged in remote work are expected to abide by rules and regulations, Collective Bargaining Agreements, and District Board Policies and Administrative Procedures.
 - 4.1.1. Unit members who are absent from their remote work schedule will continue to abide by practices, policies, and procedures for requesting sick, vacation, and other leaves of absence.
 - 4.2. Unit members engaged in remote work are required to perform their assigned work duties and be accessible as if they are working at their College worksite during their assigned schedule. Unit member's remote work site shall be a mutually agreed upon area conducive to performing work assignments with minimal distraction.
 - 4.2.1. It is understood that unit members performing remote work are doing so without pursuing outside employment, running their own businesses, or engaging in personal activities during working hours.
 - 4.2.2. Participation in ongoing remote work is not intended to be a substitution for childcare.
 - 4.2.3. Unit members may not deviate from their assigned work schedule and are required to take rest and meal breaks while working remotely in full compliance with the collective bargaining agreement. Unit members are required to notify their immediate manager within one business day of any failure to take a scheduled rest or meal break, or any work performed outside of the established remote work schedule.

- 4.2.4. Unit members will make themselves available physically or virtually to attend scheduled work meetings, trainings, and other department or unit activities as requested or required by the District in accordance with Section 1.1.
- 4.2.5. The District retains the right to give work direction related to the use of a camera when the unit member is participating in face-to-face virtual meetings.
- 4.2.6. Unit members working remotely may participate in District work meetings via video conferencing when feasible based upon subject matter of the meeting and available equipment. Feasibility will be determined by the District.
- 4.3. Unit members must conduct College business during their scheduled work hours, via the manner and technology designated by the District. This may include a laptop computer, mobile phone, email, messaging application, video conferencing, instant messaging and/or text messaging. Parameters outlined in Section 10.11 and 10.12 of the collective bargaining agreement still apply.
 - 4.3.1. Unit members shall obtain approval from their immediate manager prior to taking items from the workplace home. Items shared within the workplace that are irreplaceable or confidential such as files, documents, equipment, and supplies, etc. are generally not authorized to be taken out of the office.
 - 4.3.2. Prior to using an electronic device during remote work, the unit member must consult with their immediate manager as well as the District's Information Technology staff to ensure appropriate setup of the electronic device(s).
 - 4.3.3. Unit members requiring access to secure campus resources shall only do so via an IT approved and provided solution. This may mean they need a campus provided device or a specific program for their personal device.
 - 4.3.4. Unit members are prohibited from tampering with any software, firmware, or hardware provided by the District. The District shall not install or support software, firmware, or hardware on a unit member's personal device.
 - 4.3.5. Unit members using electronic devices to perform their assigned work must be sure to connect the devices from a network that is secured and requires a username and password.

- 4.3.6. Unit members agree to close or secure all connections to District desktop or system resources (i.e., remote desktop, virtual private network connections) when not conducting work for the District.
- 4.3.7. Unit members unsure if their setup meets these specifications should contact the IT Help Desk for assistance.
- 4.3.8. Any campus issued device must be returned within ten (10) business days of a request from the District. Approval to use non-District issued electronic devices can be revoked at any time.
- 4.3.9. Nothing in this section shall abrogate a unit member's right to privacy regarding their personal data and/or telecommunications contained on personal devices or transmitted therein.
- 4.4. Unit members working remotely will be solely responsible to create and maintain a safe and ergonomically appropriate work environment. Unit members shall be responsible for operating expenses, home or property maintenance, or any other incidental costs (i.e., utilities) associated with remote work.
 - 4.4.1. Unit members take sole responsibility for the configuration of and all of the expenses associated with establishing and maintaining a workspace for remote work and related telecommunications services, including network costs, workspace furniture, energy or data charges, unless the District expressly agrees otherwise in writing and in advance of unit member incurring the cost.
 - 4.4.2. Unit members may contact the Information Technology Help Desk for assistance in setting up and/or configuring any personal technology for the purpose of remote work.
 - 4.4.3. The District shall not be liable for damages to the unit member's personal or real property during the course of performance of official duties or while using District equipment in the unit member's residence or other property, except where required by law.
 - 4.4.4. All injuries incurred by a unit member while performing their assigned duties and all illnesses that are job-related must be reported promptly in accordance with Administrative Procedures 7343 - Industrial Accident and Illness. Additional information

concerning the College's Workers' Compensation program and process is available and can be provided to the unit member by contacting Risk Management.

- 4.4.5. Unit members shall comply with all District Board Policies and Administrative Procedures and standards for safeguarding and protecting any confidential business information, personally identifiable information (PII), and any other sensitive information.
 - 4.4.6. Regardless of whether using personal or District-owned devices for remote work, unit members are responsible at all times for the access, use and security of those devices.
 - 4.4.7. Unit members shall ensure that confidential, PII, and all other sensitive information discussed via any form of communication is conducted in a manner consistent with District policies and procedures and which protects the information from unauthorized disclosure to the maximum extent possible.
 - 4.4.8. It is prohibited for unit members to print documents with confidential, PII, and any other sensitive information at the remote work site.
 - 4.4.9. The immediate manager and unit member will discuss the safeguards and protections in place to be used by the unit member prior to beginning the remote work schedule.
 - 4.4.10. Unit members must take reasonable precautions to prevent third parties from accessing or handling confidential, PII, and any other sensitive information they access while performing remote work.
 - 4.4.11. Unit members bear no liability for circumstances beyond their control so long as they are acting in good faith and following established policies and procedures related to information security
5. This MOU supersedes and nullifies the Remote Work MOU executed by CSEA and the District on December 1, 2022. It shall remain in full force and effect until incorporated into the CSEA 262 Contract by mutual agreement of the parties or until superseded by a subsequent negotiated agreement.

ACCEPTED AND AGREED TO:

FOR THE DISTRICT


Martha Garcia (Sep 9, 2025 12:01:39 PDT)

Dr. Martha Garcia, President

09/09/2025

Date

FOR CSEA 262



Brandon Gillett, President

09/09/2025

Date



Nate Garcia, Labor Relations Representative

09/09/2025

Date