

## **Memorandum of Understanding and Agreement**

By and Between

State Center Community College District

And

California State Employees Association and its State Center Chapter #379

### **COVID-19 Vaccine Mandate Effects**

This non-precedent setting Memorandum of Understanding and Agreement (“MOU”) is entered into by and between the State Center Community College District (hereinafter referred to as “District” or “Employer”) and the California School Employees Association and its State Center Chapter #379 (hereinafter referred to as “Exclusive Representative” or “CSEA”).

CSEA enters into this MOU as the Exclusive Representative for the bargaining unit of classified employees excluding peace officers.

The parties acknowledge that the District’s Board of Trustees adopted a resolution at its meeting on August 23, 2021, that until rescinded by the Chancellor or the Board of Trustees, all employees, students, contractors, and visitors shall present proof of being fully vaccinated against COVID-19 as a condition to physically access any District building, classroom, library, gymnasium, facility, or other indoor space. This vaccination requirement (“mandate”) is in addition to all other safety measures required by law or competent authority, or implemented by the Chancellor. The mandate is subject to legally required exemptions for sincerely held religious beliefs and medical conditions. The parties acknowledge that the Board of Trustees has the authority to implement this COVID-19 vaccine mandate, but that the effects of such mandate are negotiable. Therefore, the parties agree as follows:

1. Unit members are required to submit their proof of vaccination by uploading their vaccination card or verification document in the District portal (<https://covidsafety.scccd.edu/CovidVaccine>) no later than October 8, 2021. Unit members failing to submit their vaccination status by the due date will be subject to discipline in accordance with Article 37 of the collective bargaining agreement. Only the Office of Human Resources can view the proof of vaccine status documentation submitted by unit members through the portal, however, District administrators with responsibility to enforce the mandate will be provided information on unit members’ vaccination status.
2. To be in compliance with the mandate, employees must be “fully vaccinated” by October 15, 2021. Employees will be considered “fully vaccinated” based upon meeting the criteria set forth by the Centers for Disease Control (CDC). Should the CDC change the definition of “fully vaccinated” after the adoption of this MOU, such that individuals formerly considered fully vaccinated need to receive one or more additional vaccination shots, those unit members shall have three (3) weeks, from the date they are eligible to receive their booster shots to receive that shot and submit proof of their updated vaccination status in the District portal.
3. The District has held vaccination clinics onsite for employees since the mandate was adopted and will hold additional vaccination clinics onsite for employees up until the mandate goes into effect.
  - a. Fresno City College – University Drive/Main Fountain
    - i. 2<sup>nd</sup> dose Monday, September 20 (10:00 AM – 1:00 PM) - For those who had first dose on August 30

- ii. 1<sup>st</sup> dose Tuesday, September 7 (10:00 AM to 12:00 PM) – 2<sup>nd</sup> dose Tuesday, September 28 (10:00 AM – 12:00 PM)
    - iii. 1<sup>st</sup> dose Monday, September 13 (10:00 AM – 1:00 PM) – 2<sup>nd</sup> dose Monday, October 4 (10:00 AM – 1:00 PM)
  - b. Clovis Community College – Outside of the Bookstore
    - i. Thursday, September 9 – 10:00 AM to 1:00 PM
    - ii. Thursday, September 30 – 10:00 AM to 1:00 PM
  - c. Reedley College
    - i. Tuesday, September 21 – 9:00 AM to 2:00 PM
  - d. Madera Community College – Employees can visit <https://myturn.ca.gov/> to make an appointment
    - i. Wednesday, September 8 - 10:30 AM to 1:30 PM
    - ii. Tuesday, September 14 – 10:30 AM to 1:30 PM
    - iii. Wednesday, September 29 – 10:30 AM to 1:30 PM
    - iv. Tuesday, October 5 – 10:30 AM to 1:30 PM
- 4. Unit members who are not yet fully vaccinated, may, with the approval of their supervisor, take up to two (2) hours of work time for each shot to get the vaccine. Unit members working on the graveyard shift may request to flex their shift with the approval of their supervisor to allow for the 2 hours of work time off to get their vaccine. This vaccination time off will be paid by the District. The unit member must submit their absence slip noting “vaccination” for this time off. This paid time off will be approved by the Human Resources department once the unit member submits their proof of vaccination in the District’s portal.
- 5. The District will comply with SB-95, and any future required COVID-19 leave provisions, that apply to unit members offered by state or federal agencies.
- 6. If a unit member believes they have experienced an adverse reaction to the COVID-19 vaccine that they received following the adoption of the mandate, they may submit a report to Frances Garza in Human Resources at [frances.garza@sccd.edu](mailto:frances.garza@sccd.edu). The District’s workers’ compensation third-party administrator will then determine if the unit member is eligible for workers’ compensation benefits.
- 7. The District has informed employees by email on September 3, 2021, September 9, 2021 and on September 10, 2021, of the process to request an exemption to the mandate for a medical condition or a sincerely held religious belief. Information is also available on the District’s website at: <https://www.sccd.edu/departments/human-resources/employee-disability-accommodations.html>.
- 8. Unit members who have a medical condition which does not allow them to receive the COVID-19 vaccination, either on a permanent or temporary basis, must submit an exemption request to Sandi Edwards in Human Resources. Employees have already been informed by email that the deadline to submit the request is September 15, 2021.
- 9. Unit members who have a sincerely held religious belief which does not allow them to receive the COVID-19 vaccination, must submit an exemption request at: <https://www.shawhrconsulting.com/statecenterCCD/>. Employees have already been informed by email that the deadline to submit the request is September 15, 2021.
- 10. The District will review requests for exemption and may require additional information to support the exemption request.
- 11. If an exemption is granted to a unit member, the District will then engage in the interactive discussion process with the unit member and their supervisor to determine if there is a reasonable accommodation that can support the unit member to continue performing the duties of their position, which is not an undue hardship to the District and does not pose a risk to the health and safety of the unit member or others.

12. If an exemption is granted to a unit member, and a reasonable accommodation is identified that can support the unit member to continue to perform the duties of their position, and the unit member fails to comply with the terms of the reasonable accommodation, the employee will be subject to discipline in accordance with Article 37 of the collective bargaining agreement. Unit members will be subject to discipline pursuant to the Education Code, District policies, regulations, rules (including Personnel Commission rules), and applicable collective bargaining agreements, for failing or refusing to comply with the vaccination requirements or other COVID-19 safety measures implemented by the Chancellor. CSEA will remind unit members that falsifying requests for an exemption to the COVID-19 vaccine mandate for a medical condition or a sincerely held religious belief is grounds for termination.
13. Any dispute arising under this agreement shall be addressed under Article 38 – “Grievance Procedure” of the collective bargaining agreement.
14. Unless specifically modified by this MOU or other agreement signed by the parties, or unless inconsistent with the emergency powers of the District, all provisions in the collective bargaining agreement between the District and CSEA will remain in effect.
15. This agreement is in effect until March 31, 2022 and may be renewed by mutual agreement of both parties. The parties agree that the COVID-19 pandemic is continually changing, that nothing herein limits the District’s authority to exercise its emergency powers as established by law, the collective bargaining agreement, and Board Policies and Administrative Regulations, and that the parties may need to meet and confer regarding other matters related to the COVID-19 pandemic.

The parties agree that the terms of this MOU are non-precedential and will not constitute a waiver of any rights not specifically addressed in this agreement.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify they are the authorized representatives of the parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in the manner required by each party or by the law. It is agreed and understood that this agreement is subject to CSEA bargaining unit ratification.

This Agreement is made this 30 day of September in the year 2021, in the City of Fresno, County of Fresno, State of California.

**State Center Community College District**



Julianna D. Mosier, Vice Chancellor, HR



Stacy Zuniga, District Director, HR

**California School Employees Association**



Tyler Johns (Sep 28, 2021 16:36 PDT)

Tyler Johns, CSEA Chief Negotiator



Virginia Beamer (Sep 28, 2021 16:38 PDT)

Virginia Beamer, CSEA President, Chapter #379



Ernest Grijalva (Sep 29, 2021 12:59 PDT)

Ernie Grijalva, Labor Relations Representative