

## **Memorandum of Understanding and Agreement**

By and Between

State Center Community College District

And

**State Center Federation of Teachers, Local 1533 (Full and Part-Time Faculty)**

### **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 State Center Federation of Teachers, Local 1533 (hereinafter referred to as “Exclusive Representative” or “Federation”).

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acknowledge that the District’s Board of Trustees adopted a resolution at its meeting on August 23, 2021, that until rescinded by the Chancellor or the Board of Trustees, all employees, students, contractors, and visitors will present proof of being fully vaccinated against COVID-19 as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.

Unit members are required to submit 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. Only the Office of Human Resources shall 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.

To be in compliance with the mandate, unit members 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 will have four (4) weeks to receive that shot and submit proof of their updated vaccination status in the District portal.

The mandate is subject to legally required exemptions for sincerely held religious beliefs and medical conditions.

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.scccd.edu/departments/human-resources/employee-disability-accommodations.html>.

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.

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.

The District will review requests for exemption and may require additional information to support the exemption request.

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. 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
2. Part-time members who are not yet fully vaccinated, may be paid up to two (2) hours of work time for each shot to get the vaccine, with the approval of their supervisor. This vaccination time will be paid by the District. The unit member must submit their time slip noting “vaccination” for this time. This paid time will be approved by the Human Resources department once the unit member submits their proof of vaccination in the District’s portal.
3. 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.
4. 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.

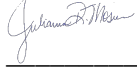
5. An employee may request an exemption to the mandate for a medical condition or a sincerely held religious belief by September 15, 2021.
6. If an exemption is granted to a unit member, the District will then engage in the interactive discussion process with the unit member and their supervisor to determine 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.
7. 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 unit member will be subject to discipline.
8. If an exemption request by a unit member is denied, and the unit member does not have sufficient time to become “fully vaccinated” by October 15, 2021, the District will explore the possibility of a temporary accommodation to allow the unit member to become fully vaccinated.
9. Unit members will be subject to discipline pursuant to the Education Code, District policies, regulations, rules, and applicable collective bargaining agreements, for failing or refusing to comply with vaccination requirements or other COVID-19 safety measures implemented by the Chancellor.
10. Unit members will be responsible for reporting any student(s) in their onsite classes who they know have not complied with the vaccine mandate following the existing campus student discipline processes.
11. Unit members teaching an onsite class in Fall 2021, may be required to modify their onsite class or otherwise make accommodations for students who are not fully vaccinated by November 15 and do not have an approved medical or religious exemption. These accommodations may include but are not limited to converting courses to hybrid or online delivery. Instructors who are required to make accommodations for these students will be provided a stipend of \$1,000 per course for the additional work. Instructors who move a student to an existing online course are not eligible for the stipend.
12. Any dispute arising under this agreement will be addressed under the grievance procedure of the applicable collective bargaining agreement.
13. 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 the Federation will remain in effect.
14. This agreement is in effect until March 31, 2022 and will automatically renew unless the mandate is rescinded by the Board of Trustees. 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 District and the Federation, as the proper 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 immediately completed in the manner required by each party or by the law.

This Agreement is made this 8 day of October in the year 2021, in the City of Fresno, County of Fresno, State of California.

**State Center Community College District**



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Julianna D. Mosier  
Vice Chancellor, Human Resources


**State Center Federation of Teachers**



[Keith Ford \(Oct 7, 2021 12:53 PDT\)](#)

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Keith Ford  
President



[John Fitzer \(Oct 7, 2021 14:10 PDT\)](#)

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John Fitzer  
Chief Negotiator