

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND SAN BERNARDINO COMMUNITY COLLEGE DISTRICT POLICE OFFICERS  
ASSOCIATION**

**November 22, 2021**

This Memorandum of Understanding (“MOU”) is entered by and between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (“District”) and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT POLICE OFFICERS ASSOCIATION (Association), collectively, “the parties.”

To preserve the continuity of the District’s operations and to protect the health and safety of District employees, students, and the communities the District serves, the District and the Association agrees as follows regarding the effects of the District Board of Trustees decision to mandate the COVID-19 vaccine.

**A. Effective Date of COVID-19 Vaccine Mandate**

The San Bernardino Community College District Board of Trustees of took action on Board Resolution #2021-09-23-FPC-01 approving and directing the Chancellor to implement a vaccine mandate for the District community including the POA unit members.

**B. Compliance with the COVID-19 Vaccination Mandate**

1. Effective January 7, 2022, all unit members must be fully vaccinated against the virus that causes COVID-19 in order to be physically present on the District premises or inside a building or office unless the unit member(s) have a District approved exemption on file with the District.
  - Unit members are considered fully vaccinated for COVID-19 after they have received the second dose in a 2-dose series (e.g, Pfizer-BioNtech or Moderna), or after they have received a single dose in a single dose vaccine (e.g., Johnson and Johnson/Janssen).
2. Unit members will be required to submit verifiable proof of vaccination no later than January 7, 2022. The District will provide a secure and safe online portal by which to upload their proof of vaccination.
3. The District will provide unit members with up to an additional eight (8) hours of sick leave in order to receive the COVID-19 vaccination(s) or to recover from any side effects of the COVID-19 vaccination(s).
4. In the event a unit member is not fully vaccinated, declines to state vaccination status, or fails to provide proof of their COVID-19 vaccination status. they shall be considered

“unvaccinated” until the unit member provides proof of vaccination as described herein.

5. The District permits considerations for an exemption to the COVID-19 vaccine mandate to unit members who are medically unable to be vaccinated, who hold sincerely held religious objections, or who hold personal beliefs as described herein.

### **C. COVID-19 Vaccination Exemption**

Unit members who believe they are eligible for vaccination exemption must submit a request through the District’s secure and safe online portal no later than December 3, 2021. Unit members who request an exemption must complete the entire process, including but not limited to providing all required documentation, providing any supplemental documents upon request, and obtaining District approval in order to qualify as exempt. Unit members who do not qualify as exempt will be required to obtain the COVID-19 vaccine or will be placed on an unpaid leave of absence as described herein.

Unit members with an approved exemption will be required to undergo weekly COVID-19 testing with evidence of negative test results to enter college campuses, community sites, District offices, and buildings and to continue providing services and support to the District.

### **D. COVID-19 Testing Program**

Unit members with an approved exemption shall provide evidence of a negative COVID-19 test to the District every seven (7) calendar days. The first COVID-19 negative test must be submitted no later than Friday, January 7, 2022. Test results shall be submitted by the unit member prior to returning to work when an unvaccinated unit member is returning from an extended leave of absence or following a District recess (e.g., Thanksgiving, Winter Break, Paid Time Off).

- a. The District shall track COVID-19 test results in the Office of Human Resources, conduct workplace tracing, and report positive COVID cases in accordance with California Department of Education (“CDE”) and California Division of Occupational Safety and Health (“Cal/OSHA”) requirements.

The District shall provide on-site COVID-19 testing in accordance with guidelines issued by the San Bernardino County Department of Public Health (“SBCDPH”) and California Department of Public Health (“CDPH”). Unit members shall have access to free COVID-19 testing and will be released to participate in this testing without having to utilize paid time off in coordination with their immediate supervisor. Unit members are required to access the District on-site testing before testing elsewhere. Unit members who do not avail themselves to the on-site COVID-19 testing and, instead, access COVID-19 testing elsewhere shall be solely responsible for any costs associated with that off-site testing.

Unit members will be required to notify their immediate supervisor when they undergo on-site COVID-19 testing in order to minimize the impact to the District operations. Should the number of unit members accessing the testing facility becomes so numerous as to cause the testing process to unreasonably interfere with the unit member’s duties, the District shall

be responsible for creating a schedule for the unit members.

- b. Unvaccinated unit members without an approved exemption are ineligible to participate in weekly COVID-19 testing program and will be subject to the District's noncompliance process as described herein.

**E. Noncompliance with the COVID-19 Vaccination Mandate / COVID-19 Testing Program**

1. Unit members who are not vaccinated and refuse to comply with the District's vaccination requirements or weekly COVID-19 testing program (approved exemption) shall be subject to disciplinary action up to and including termination. Unit members shall receive their second vaccination of Pfizer or Moderna or the single vaccination of Johnson & Johnson or have an approved exemption on file with the District no later than January 7, 2022.
  - Unit members who do not comply with the District's vaccination requirements, fail to request an exemption, or fail to participate in the District's weekly COVID-19 testing program, shall be placed on an unpaid leave of absence for up to five (5) workdays.
  - If the unit member placed on an unpaid leave of absence for the reasons stated above, and there is a continued refusal to comply with the vaccination requirement or fail to participate in the District's weekly COVID-19 testing program beyond the end of the five (5) workdays unpaid leave, the unit member shall be subject to disciplinary action up to and including termination of employment.
  - Remote work will not be an option for unit members who are not vaccinated, do not qualify for an exemption, or fail to comply with the District's weekly COVID-19 testing program.
  - Unit members who demonstrate a pattern of failing to comply with the District's weekly COVID-19 testing program by missing more than two (2) COVID-19 test will be subject to disciplinary action up to and including termination.

**F. Safety Standards**

- a. **Adherence to Applicable Safety Standards:** The District's operations will adhere to the most protective applicable official COVID-19 safety standards and/or guidance from the CDE, CDPH, Cal/OSHA, and SBCDPH. The District's operations will also adhere to applicable federal and state statutes and executive orders about COVID-19. The District will clearly communicate and enforce the applicable standards and/or guidance.
- b. **Face Coverings / Personal Protective Equipment ("PPE"):** Unit members will be required to wear protective face coverings indoors, regardless of vaccination status, whenever accessing college campuses, community sites, District offices and buildings, except:

- a. When alone in a room or vehicle; or
- b. When eating and drinking in authorized areas determined by the District; or
- c. When an approved accommodation is executed; or
- d. When job duties or student instructional activities make a face covering infeasible or create a hazard as determined by the appropriate instructor or District administration.

The District shall provide sufficient PPE to unit members, including face coverings upon request. "Sufficient PPE" may differ depending on the job classification and tasks required of the unit member. The District shall provide adequate facilities including hand washing stations stocked with soap and disposable paper towels.

This Agreement is made and entered into this 22<sup>nd</sup> day of November, 2021.

For the District

Date: 11/22/2021



Kristina Hannon, Vice Chancellor, Human Resources & Police Services

For the Association

Date: 11.22.2021



Stephaine Babino, President, Police Officers Association