

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

December 14, 2021

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").

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 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 CSEA classified 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 twenty-four (24) 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 January 5, 2022. Unit members may request an extension to submit a vaccination exemption by contacting the Office of Human Resources prior to the deadline. 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 or pending 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"). A saliva COVID-19 testing option shall be available to the unit member upon prior request; the unit member must comply with the testing protocols to be eligible for a saliva test. Unit members shall notify the District of their preferred testing option upon scheduling their appointment. 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.
- c. The District agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect any and all unit members' personal data collected through the implementation and administration of Board Resolution #2021-09-23-FPC-01 and from unauthorized disclosure or acquisition by an unauthorized person. Specifically, the District agrees to protect a unit member's personal and vaccine data collected.
- d. In addition, the District shall follow the protocols and protections provided for under the Americans with Disabilities Act ("ADA") and California Department of Fair Employment and Housing ("FEHA") and shall not discuss or release any vaccine information to those who are not in the District administration and who do not otherwise have a need to know. Vaccination status of any unit member shall not be discussed with anyone besides the unit member in question and/or those who otherwise need to know. The District shall not engage in unlawful discrimination in the implementation of this memorandum of understanding.
- e. The District shall not sell unit members aggregated or disaggregated data collected through the implementation and administration of Board Resolution #2021-09-23-FPC-01. Specifically, the District shall not sell aggregated or disaggregated data to: (a) market or advertise to any entity whatsoever; or (b) inform, influence, or enable marketing, advertising, or other commercial efforts by the District for any purpose whatsoever.

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.

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.

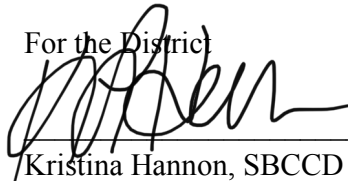
- b. **Face Coverings / Personal Protective Equipment ("PPE"):** Unit members will be required to wear protective face coverings indoors, regardless of vaccination status, whenever accessing college campuses, community sites, District offices and buildings, except:
- a. When alone in a room or vehicle; 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.

The Parties understand that the COVID-19 conditions are ever-changing, and that circumstances may arise that require the Parties to revisit the terms and agreement set out in the MOU.

This Agreement is subject to the procedures required by CSEA Policy 610 and is subject to the grievance procedures outlined in the collective bargaining agreement.

For the District:

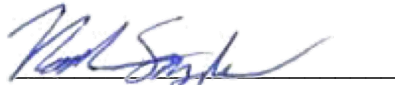


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Vice Chancellor, Human Resources
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For CSEA



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