

MEMORANDUM OF UNDERSTANDING: Vaccination Program

This Memorandum of Understanding (“MOU”) is entered into by and between the Santa Monica Community College District (the “District”) and the California School Employees Association and its Chapter 36 (together “CSEA”) as of this 5th day of August, 2021.

RECITALS

A. On March 17, 2020, the Board of Trustees adopted a resolution declaring that emergency conditions existed in the District as a result of the COVID-19 global pandemic.

B. On July 21, 2021, the District gave notice to CSEA of its intent to adopt a vaccination program and of the District’s availability to negotiate with CSEA concerning the effects of such program.

C. On August 2, 2021, and August 5, 2021, the parties negotiated in good faith concerning the effects of the vaccination program.

D. On August 3, 2021, the Board of Trustees adopted a resolution authorizing the superintendent/president to implement a mandatory vaccination program to protect the health and safety of the College community.

E. The District and CSEA have reached agreement to the address effects of the vaccination program.

AGREEMENT

In consideration of mutual agreements set forth herein, the parties agree as follows:

1. The District’s vaccination program, in accordance with federal and state law, provides a process for exemptions for employees who have a sincere religious belief that precludes vaccination or who have a medical or disability-related reason that prevents vaccination. The District will inform employees of the right to request such exemptions in writing to the Office of Human Resources. Employees may begin filing requests for exemption or deferral starting August 16, 2021. If an employee requests such an exemption, the employee has the right to have a union representative present at any interactive meeting to discuss any accommodation necessary when such an exemption is approved. Reasonable accommodations shall be considered on an individual basis

and will include a range of options such as regular COVID-19 testings, isolated work areas, remote work, or a combination thereof. At the very least, an employee who needs such accommodation will be allowed to use accrued paid full sick leave, vacation, or comp time and afterwards take an unpaid leave of absence and will continue to receive any employer-provided health coverage on the same basis as if they were in paid status, as if taking leave under FMLA and CFRA. (See 2 C.C.R. § 10092(c).) The District will not oppose unemployment insurance benefits eligibility for employees who, through the reasonable accommodation process, obtain a period of unpaid leave as an accommodation because they cannot be vaccinated.

2. The parties recognize that the CDC and other medical experts do not believe the COVID-19 vaccine poses any special risks to pregnant individuals. To accommodate individual concerns, the District will permit employees who are pregnant to delay getting vaccinated until they are no longer pregnant. After the employee is no longer pregnant, the employee may file a request for an exemption.
3. The District shall enforce its nondiscrimination policies in all work environments in accordance with all the required federal and state anti-discrimination laws.
4. When the District determines that the circumstances of the COVID-19 pandemic have changed such that the presence of an unvaccinated employee in the workplace no longer poses a direct threat to the health and safety of others or to the employee, the District will notify CSEA and any employees who have a reasonable accommodation or are excluded from the workplace due to non-vaccination.
5. Whenever the District requires that an employee be tested for COVID-19, either as part of a reasonable accommodation or otherwise, testing shall be provided at no cost to the employee. The employee can be required to use District provided health insurance to cover the cost of the testing.
6. An employee who is not entitled to reasonable accommodation and declines vaccination may use any accrued full-pay sick leave, vacation, or compensatory time to remain in paid status. The employee may then elect unpaid leave for a period of up to one year. Such an employee shall retain all seniority accrued prior to the unpaid leave and shall be entitled to return to work in their former position upon providing proof of vaccination or if the circumstances of the pandemic change such that the employee's return to work would not pose a direct threat to the health and safety of others or to

the employee. The District may backfill the position through contracting out or other temporary hiring.

7. Within 30 days of receiving a written request from CSEA, the District and CSEA shall meet and negotiate the impact on existing workloads of employees caused by employees who are unavailable to work because of the vaccination program. The written notice shall contain the names of the employees impacted and the nature of the impact.
8. Employee vaccination information collected by the District shall be used only as necessary to implement and secure program compliance. No individual employee should be singled out by any District employee as being unvaccinated for the purpose of shaming or putting pressure on the employee to become vaccinated.
9. The District will schedule educational forums in August, September, and October to provide information on vaccinations. Unit members will be provided time off to attend such forums.
10. For the period from October 1, 2021, through September 30, 2022, the following supplemental paid sick leave shall be available to any unvaccinated employee unable to work for the following reasons:
 - a. The covered employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.
 - b. The covered employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework.
11. The grievance process of Article 10 of the collective bargaining agreement between the parties shall be available to CSEA concerning any alleged violation of paragraphs 1, 2, 5, 6, 9, and 10 of this MOU.
12. This MOU applies to all classified employees within the scope of representation set forth in Article 2 of the collective bargaining agreement between the parties.

13. This Agreement shall have a term of one year from the last date of signature below, which shall automatically renew unless notice of termination is given by either party at least two weeks but no more than one month prior to expiration or until the District determines that the circumstances of the COVID-19 pandemic have changed such that the presence of an unvaccinated employee in the workplace no longer poses a direct threat to the health and safety of others or to the employee.

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For the District