

# Memorandum of Understanding

Between

HARTNELL COMMUNITY COLLEGE DISTRICT  
and  
California School Employees Association  
and its Hartnell Chapter #470

November 19, 2021

The Hartnell Community College District (“the District”) and CSEA and its Chapter #470 (“CSEA”), jointly “Parties,” are committed to providing a safe and healthy campus. This agreement is in response to the COVID-19 Vaccine Mandate, to address the impacts and effects of working conditions related to board policies 5210 and 7330.

## EFFECTIVE DATE

All employees must be fully vaccinated against the virus that causes COVID-19 in order to be physically present on District premises or inside a building or office unless they receive an approved medical/disability or religious exemption. Verification of full vaccination against COVID-19 must be submitted to Human Resources no later than December 17, 2021.

## PROOF OF VACCINATION

The acceptable proof of vaccination the District will recognize includes any of the following:

- A. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered).
- B. A photo of a Vaccination Record Card as a separate document.
- C. Documentation of COVID-19 vaccination from a health care provider.
- D. Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.

The District will provide a safe and secure method by which to upload their proof of vaccination.

Employees who do not comply with these procedures or falsify information may face discipline up to and including termination.

## VACCINATION STATUS

Employees are considered fully vaccinated for COVID-19 two weeks or more after they have received the second dose in a 2-dose series (e.g., Pfizer-BioNtech or Moderna), or two weeks or more after they have received a single dose in a single dose vaccine (e.g., Johnson and Johnson/Janssen).

## VACCINATION RELEASE TIME

The District will provide employees with reasonable release time to travel and become vaccinated. Compensation shall be at the employee's regular rate of pay. Employees will arrange vaccination time with their supervisor.

Commencing with the effective date of this Agreement, the District will provide employees with up to 24 hours of COVID leave that can be used in response to side effects of the COVID-19 vaccination or any boosters. Employees using this COVID leave may be required to confirm the date of vaccination or booster injection.

## MEDICAL/RELIGIOUS EXEMPTION AND ACCOMMODATION PROCESS

The exemption forms will be made available to employees no later than November 30, 2021.

Employees who request an exemption for medical reasons or for sincerely held religious beliefs must complete the entire process, including but not limited to providing all required documentation, any supplemental documents upon request, and obtain District approval in order to qualify as exempt. Employees who do not qualify as exempt must obtain the vaccine, or request leave as described below.

- a. Link to vaccine accommodation request – Medical. (XXXXXX)
- b. Link to vaccine accommodation request – Religious. (XXXXXX)

All accommodations decisions shall be made through the interactive process overseen by the Human Resources Department. Validity of exemption requests will be determined by Human Resources. Accommodation decisions shall be made with the employees' immediate supervisor and Human Resources.

The District shall provide reasonable accommodations to employees who can provide proof of at least the first vaccination (Pfizer or Moderna) or of the Johnson & Johnson/Janssen vaccination by December 17, 2021. Employees who received their first shot (Pfizer or Moderna) but have not received their second shot will have the opportunity to utilize their sick leave, or vacation leave to be on paid status to complete their second shot by January 10, 2021.

Employees are entitled to union representation in accommodations meetings.

Employees who believe they are eligible for a medical/disability or religious exemption must complete the appropriate District forms and engage in the interactive accommodation process.

The accommodations process will determine whether a reasonable accommodation exists to enable an employee to perform the “essential functions” of their job. Essential functions vary by job class and therefore the process shall be case by case and may result in different outcomes in different cases. The District will follow its normal accommodations policy in determining a reasonable accommodation. An accommodation must enable the employee to meet the essential functions of the position of which they are assigned.

The District will consider the employee’s preferred accommodation or other possible accommodations and will select and implement the accommodation that it deems effective, which may include, but is not limited to: (1) job restructuring or job reassignment; (2) modification of work practices; (3) alterations to worksite location.

Due to the serious risk that the COVID-19 pandemic poses, the District must take into consideration the health and safety of the workplace, interaction with other employees, students and the community, when determining reasonable accommodations.

The employee may be subjected to other safety measures including but not limited to:

- a. Personal protective equipment: face covering; face shields,
- b. Physical/social distancing,
- c. Working alone in an area that allows the employee the least amount of interaction with other employees and students, or other alternative arrangements,
- d. Avoiding large gatherings

In addition, the District will require testing for COVID-19 twice a week for employees who have accommodations. The District will provide employees with reasonable release time to be tested. Employees will arrange testing time with their supervisor.

Hartnell will be mindful in considering all reasonable accommodations for employees who cannot be vaccinated due to a qualifying medical/disability or sincerely held religious beliefs. Hartnell is not obligated to provide employees an accommodation that would pose a direct threat to the health and safety of the workplace. As such, certain unvaccinated employees, whose job duties necessitates direct contact with other employees, students and/or the community cannot be reasonably accommodated at the workplace due to a direct threat to the health and safety of the workplace as a result of their presence there.

#### EMPLOYEES WHO DO NOT QUALIFY FOR A MEDICAL/DISABILITY OR RELIGIOUS EXEMPTION

Employees who are not vaccinated and do not qualify for a disability/medical or religious exemption may utilize their vacation time, compensatory time and sick leave to be absent from work. Upon expiration of such leaves, such employees may request an unpaid leave of absence, pending board approval. The unpaid leave will terminate upon the earlier of:

- a. The end of the 2021-2022 school year;
- b. The employee becoming fully-vaccinated; or
- c. The District lifting the vaccine mandate.

Employees who wish to utilize vacation, compensatory time, and/or unpaid leave under this section must submit a request in writing to Human Resources.

Any employees on unpaid leave under this MOU must be prepared to report to work immediately upon becoming fully-vaccinated or the District lifting the vaccine mandate.

Remote work may not be an option for employees who are not vaccinated and do not qualify for a medical or religious exemption.

The District may backfill any vacancies caused by employees utilizing such unpaid leave, for the duration of the leave without limitation.

Employees on unpaid leave under this section may continue their medical, dental and vision coverage (as available to them in paid status) by paying the full cost of such benefits in advance on a monthly basis following any procedures required by the District. Employees will not receive any District contribution to the cost.

#### GRIEVANCE

This agreement shall be subject to the grievance provisions of Article 21 of the collective bargaining agreement.

#### TERM

This MOU shall expire on June 30, 2022, unless mutually extended in writing by the parties.

#### NOT PRECEDENT SETTING

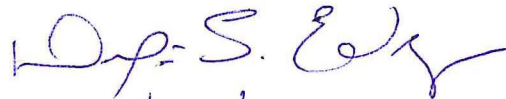
The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.

HARTNELL COMMUNITY COLLEGE  
DISTRICT



Date: 11/19/21

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION CHAPTER #470



Date: 11/22/2021