

This Memorandum of Understanding
is between the
California School Employees Association and its Cerritos Chapter #161 (CSEA)
and the
Cerritos Community College District (District)
Regarding the impacts and effects of BP 2905 and AP 2905 (mandatory vaccination
beginning January 3, 2022)

March 8, 2022

The memorandum of understanding (hereafter, “MOU”) is entered into by and between the Cerritos Community College District (hereafter, “District”) and the California School Employees Association and its chapter #161 (hereafter, “CSEA”) regarding the impacts and effects of BP 2905 and AP 2905 beginning January 3, 2022.

The District and CSEA recognize the importance of maintaining safe facilities and operations to benefit the students and communities served by the District. The parties acknowledge the importance of developing and implementing prudent measures to minimize exposure to COVID-19.

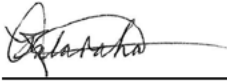
To these ends, the District and CSEA agree as follows:

- 1. Medical and religious objections.** The District acknowledges that under federal and state law, it must make reasonable accommodations to the mandatory vaccination policy. For employees who have a sincere religious belief that precludes vaccination or who have a medical or disability- that prevents vaccination, the District will inform employees of the right to request such accommodations by email and posting information on its website under “Covid-19 Updates.” Employees must have approval from Human Resources no later than January 2, 2022. If an employee requests such accommodation, the employee has the right to have a union representative present to assist with discussing accommodations. 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. End of accommodations.** When the employer determines that the circumstances of the coronavirus 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, the employer will notify CSEA and any employees who have received a reasonable accommodation or are in an approved medical or unpaid leave.
- 3. Testing.** For employees required to test due to approved exemption, the District agrees to provide COVID-19 testing on campus at no cost to employees during their work time. If the District cannot provide testing to the employee, the employee may test offsite at an approved testing location during work time. It is understood that employees should not incur any loss as a direct consequence of their adherence to the employer’s directions concerning COVID-19 testing. Employees will upload their results through Optimum HQ. Employees shall be held harmless if test results are delayed prior to shift, but must immediately email HRAdministration@cerritos.edu and their supervisor regarding the

delay, and immediately upload test results received during or subsequent to their scheduled shift. Should an employee need assistance, they should contact HRAdministration@cerritos.edu. Unless assigned and scheduled to work on District property, exempted employees working fully remote are not required to submit weekly testing results.

4. **Vaccination.** The District agrees to provide COVID-19 vaccinations, or mandated vaccine boosters, on campus at no cost to employees during their work time. If the District cannot provide vaccination to the employee, the employee may get vaccinated offsite at a vaccination location during work time. It is understood that employees should not incur any loss as a direct consequence of their adherence to the employer's directions concerning COVID-19 vaccinations. Employees will upload their proof of vaccination through Optimum HQ. Should an employee need assistance, they should contact HRAdministration@cerritos.edu.
5. **Timeline for vaccination.** The District has determined that all school district employees must be fully vaccinated by January 3, 2022. Fully vaccinated against COVID-19 will be defined by the Center for Disease Control (CDC). Employees must receive their single shot of Johnson and Johnson vaccination or their second shot of either Moderna or Pfizer no later than December 20, 2021. The District will allow employees reasonable time to meet any changes made to the CDC guidelines in effect at the time of the signing of this MOU.
6. **Consequences.** Employees who do not meet the provisions of BP/AP 2905 will be subject to unpaid leave and discipline for cause as set forth in BP 2905. If the employee provides proof of vaccine, or is approved a medical or religious exemption before the discipline is imposed, such an employee shall retain all seniority accrued prior to the unpaid leave and shall be entitled to return to work to a similar or former position. The District and CSEA commit to working on making any necessary corrections to the seniority list received from the District.
7. **Verification of vaccination status.** Employees are required to upload proof of vaccination to Optimum HQ. Should an employee need assistance with uploading their vaccination card, they should contact HRAdministration@cerritos.edu.
8. **Leave for vaccination.** Employees may take a reasonable amount of paid leave without drawing down existing leave entitlements to receive a COVID-19 vaccination in the event the District does not offer the vaccination on site.
9. **OSHA and workers' compensation.** The District acknowledges that employees who receive the vaccine to comply with its directive are eligible for workers' compensation benefits should they experience an adverse reaction when receiving COVID-19 vaccination at the District's direction.
10. **Term of agreement.** This Agreement does not create any precedents nor establish the status quo for future bargaining purposes, and shall be in effect until June 30, 2022.

The District:



Ron Cataraha
Interim Vice President of Human
Resources

Mar 8, 2022

Date



Joshua Taylor
District Counsel

Mar 8, 2022

Date

CSEA:



[Erik Duane \(Mar 8, 2022 14:34 PST\)](#)

Erik Duane
Chief Negotiator

Mar 8, 2022

Date



[Irlanda Lopez \(Mar 9, 2022 08:20 PST\)](#)

Irlanda Lopez
Chapter #161 President

Mar 9, 2022

Date



[Jerome Wilson \(Mar 8, 2022 21:51 PST\)](#)

Jerome Wilson
CSEA Labor Relations
Representative

Mar 8, 2022

Date