

1 **MEMORANDUM OF UNDERSTANDING BETWEEN**
2 **CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION AND ITS CHAPTER 161 AND**
3 **CERRITOS COMMUNITY COLLEGE DISTRICT**
4 **COVID VACCINATION/TESTING IMPACTS AND EFFECTS**

5
6 **September 28, 2021**
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8 This Memorandum of Understanding (the MOU) is agreed between Cerritos Community College
9 District (“the District”) and the California School Employees Association and its Chapter 161
10 (“CSEA”) concerning the impacts and effects of COVID vaccination and testing conditions.

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12 The District and CSEA recognize that despite the high vaccination rate in Los Angeles County,
13 the public health situation has remained fluid including concerns relating to the Delta variant. On
14 August 4, 2021, the Board of Trustees of the District determined that a local COVID-19
15 vaccination/testing program shall be developed and implemented. To these ends, the District and
16 CSEA agree as follows:

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18 1. This MOU supplements and extends the existing “Return to Work” (“RTW”) MOU, dated May
19 12, 2021, which shall remain in effect through June 30, 2022, or the lifting of the statewide State
20 of Emergency declared on March 4, 2020 in response to the coronavirus outbreak, whichever
21 comes first.

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23 2. District will inform CSEA and bargaining unit employees about on-campus vaccine availability
24 and procedures for signing up for vaccination, and will continue to update this information
25 regularly.

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27 3. If District controls or directs vaccination, it shall make its best efforts to prioritize employees
28 over 65, or with COVID-implicated health conditions, or who have most contact with others due
29 to work should an unforeseeable shortage occur.

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31 4. Proof of vaccination status may be provided by unit members through any one of the methods
32 recognized by Board Policy and/or Administrative Procedure 2905.

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34 5. The District acknowledges that under federal and state law, it must make reasonable
35 accommodations to the vaccination policy for employees who have a sincere religious belief that
36 precludes vaccination or who have a medical or disability-related reason that prevents vaccination.

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38 6. If the District determines that the circumstances of the coronavirus pandemic have changed such
39 that the vaccination/testing program shall be discontinued, the District will notify CSEA and unit
40 members who continue to utilize weekly testing.

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42 7. An employee who declines vaccination and/or weekly testing may use their accrued leave to
43 remain in paid status through December 31, 2021. The employee may then request unpaid leave
44 for a period of up to one year. Such an employee shall retain all seniority accrued and shall be
45 entitled to return to work their former position upon providing proof of vaccination or participating
46 in weekly testing if Board policy allows it.

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8. The District shall maintain the privacy of all information about employee vaccination status.

9. Consistent with Section 3(A) of the RTW MOU, classified employees shall be entitled to applicable leaves per Senate Bill 95 up until its expiration on September 30, 2021. Also, for the duration of this agreement, employees may take a reasonable amount of their paid leave including travel time, in order to receive COVID vaccination, to get tested, or in the event symptoms related to the vaccination prevent the employee from being able to work. If services are offered on-site, no leaves will be charged for testing or vaccination conducted during work hours while participating in on-site services.

10. The District will inform CSEA if it is implementing a policy to enforce mandatory vaccination and bargain over the effects of such decision prior to an effective date making vaccination mandatory. The parties shall expedite such bargaining, including impasse, if necessary, in every attempt to resolve effects prior to an effective date.

11. CSEA and the District shall both educate employees about the benefits of getting vaccinated.

12. VACCINATION INCENTIVE PROGRAM: All unit members who access District facilities as part of their Fall 2021 assignment and who provide proof of vaccination uploaded to OptimumHQ by September 30, 2021, shall receive a one-time incentive of \$500. Unit members who provide proof of vaccination uploaded to OptimumHQ between October 1 and October 31, 2021, shall receive \$250.

Vaccination records shall be subject to verification through the California database. It is the responsibility of the unit member to ensure that the State of California has the correct information related to the verification of the vaccination record. CDC COVID-19 vaccination record cards will also be acceptable. Unverified records will be deemed ineligible for the incentive program, shall be fully investigated, and disciplinary action may be initiated if a unit member is discovered to have submitted fraudulent/forged records. Unit members who are unable to upload proof of vaccination record to OptimumHQ may contact the Office of Human Resources for assistance in documenting the proof of vaccination.

13. 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.


Adriana Flores-Church (Sep 28, 2021 18:15 PDT)


Dated: Sep 28, 2021

Adriana Flores-Church


Irlanda Lopez (Sep 28, 2021 12:23 PDT)

Dated: Sep 28, 2021

Irlanda Lopez


Jerome Wilson (Sep 28, 2021 12:26 PDT)

Dated: Sep 28, 2021

Jerome Wilson











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Final Audit Report

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