

**MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 535**

‘COVID-19 Vaccine Mandate Effects Agreement’

This memorandum is agreed between the Riverside Community College District (District) and the California School Employees Association and its Chapter 535 (together “CSEA”) concerning the **COVID-19 Vaccine Mandate**.

1. **Implementation:** CSEA and the District agreed the decision to implement the vaccine mandate is non-negotiable. The District will require, as a standard of employment, that all unit members comply with the vaccine mandate as adopted by the Board of Trustees.
 - a. **Exemptions:**
 - i. The District shall comply with the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA) with regard to any requests for accommodation. Individuals who have a qualifying health condition under the ADA/FEHA, including those conditions that make them medically unable to receive a COVID vaccine, may request a reasonable accommodation and/or exemption so that the employee may continue to perform work for the District in the safest way possible.
 - ii. Unit members with a declaration of a religious objection based on their sincerely held religious beliefs, practice or observance may request an exemption from vaccination.
 - iii. Unit members who are not able to be vaccinated due to the exemptions listed above, COVID testing is required. Such testing may be at the District’s cost, and may be conducted on paid time during working hours.
 - b. **Compliance:**
 - i. Unit members will use the Cleared4 online vaccination verification process.
 - ii. A unit member who refuses to be vaccinated and does not qualify for an exemption listed under paragraph (a) shall be subject to the following disciplinary process:
 1. Human Resources and Employee Relations will provide a unit member information pertaining to the Board Resolution, directive of complying with the mandate, and the employment repercussions for not complying with the vaccine mandate.
 - iii. The unit member shall be provided ten (10) working days from the initial communication from HRER to show evidence of a minimum of partial vaccination or evidence of a request for exemption.
 1. During these 10 days, unit members must use their accrued vacation, earned compensatory time, or personal necessity to account for work time missed due to noncompliance.
 2. If at the end of the ten (10) working days the unit member fails to show evidence of partial vaccination or a request for exemption or fails to complete the exemption process, the unit member will be placed on unpaid administrative leave pending disciplinary action. The unit member may elect to resign from the District.
 3. The District will initiate termination proceedings for any employee who is noncompliant with the vaccine mandate after the ten-day period stipulated above..

4. Unit members that comply by showing evidence of partial vaccination or a request for exemption and completed the exemption process within the ten (10) working day timeframe noted above must show evidence of full vaccination against COVID-19 within 5 weeks of receiving the first dose, unless they qualify for an accommodation based on a sincerely held religious beliefs or due to qualifying medical reason(s).
5. The District will initiate termination proceedings for any employee who is noncompliant with the vaccine mandate as stipulated above.

c. Worker’s Compensation:

- i. Bargaining unit member may utilize industrial illness leave and upon verification of the approved workers’ compensation claim.


d. Data Security and Prohibition of Disclosure: 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 member personal data collected through the implementation and administration of the Vaccine Mandate policy from unauthorized disclosure or acquisition by an unauthorized person. Specifically, the District agrees to the following unit member protections concerning their personal and medical data collected via the Vaccine Mandate policy. Additionally, the District agrees to ensure authorized third-party adheres to these protections as stipulated in executed vendor agreement.

- i. The only third-party vendor that is authorized to collect unit member data needed to comply with the Vaccine Mandate is **Cleared4Work and affiliates**.
- ii. The District shall follow the protocols and protections provided for under the ADA, FEHA and Health Insurance Portability and Accountability Act (HIPPA).
- iii. Data and information collected by a third-party vendor under this agreement shall only be utilized for the purpose establishing a unit member’s compliance with the District’s COVID-19 Vaccine mandate and in no instance be utilized to establish a unit member’s starting and end time work times.

Dated: 01/10/2022

By: 
Tammy Few (Jan 10, 2022 07:58 PST)
 Tammy Few – Vice Chancellor, HRER
 For District


Dated: 01/07/2022


By: 
Elena Santa Cruz (Jan 7, 2022 21:29 PST)
 Elena Santa Cruz – President, Chapter 535
 For California School Employees Association


Dated: 01/10/2022

By: 
Joshua Fleming (Jan 10, 2022 06:24 PST)
 Joshua Fleming - Labor Relations Rep, Chapter 535
 For California School Employees Association


RCCD Employees Chapter 535 Negotiation Team


Julie Taylor (Jan 3, 2022 07:14 PST)
 Julie Taylor


Andrew Graham (Jan 4, 2022 09:11 PST)
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