MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE RIVERSIDE COMMUNITY COLLEGE DISTRICT and

RIVERSIDE COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION, CCA/CTA/NEA

COVID-19 Vaccinations for Faculty Returning to Work On-Site March 30, 2021

This Memorandum of Understanding ("MOU") is entered into by and between the Riverside Community College District ("District") and the Riverside Community College District Faculty Association (Association), collectively "the Parties."

This MOU concerns the COVID-19 vaccine requirements agreed upon by the Parties to address the District's responsibility to ensure the health and safety of faculty as faculty return to campus for teaching and meetings. The Parties agree to the following:

- 1. Faculty are strongly encouraged to obtain the required dose(s) of an available vaccination for COVID-19 at their earliest opportunity. Faculty are strongly encouraged to obtain vaccinations on or before June 30, 2021.
- Faculty acknowledge that being vaccinated does not automatically constitute access to RCCD locations nor does it waive compliance with established District safety guidelines.
 Faculty must abide by all federal, state, and local law, and the District's Safe Return Protocols and Guidelines.
- 3. Faculty will comply with provisions in the current "Agreement between RCCD and the RCCD Faculty Association CCA/CTA/NEA".
- 4. The District agrees to follow all Riverside County Department of Public Health (RCDPH) and California Department of Public Health (CDPH) COVID-19 tier requirements for any tier in place at the time.
- 5. All ventilation upgrades will be in place, as encouraged by the RCDPH and CDPH.
- 6. All Faculty (FT/PT) have an option to request a reasonable accommodation meeting and obtain an alternative or online assignment, as agreed to by the District if:

- a. They cannot take the vaccine due to an existing medical condition, or sincerely held religious belief, practice, or observance. Written proof must be submitted and verified by HRER.
- b. They care for a spouse, parent, or grandchild affected by COVID-19 or for children under 16 years of age whose school is closed for reasons due to COVID-19. Written proof must be submitted and verified by HRER.
- c. Note: The District will provide training for alternative assignments, if needed.
- 7. The District agrees to provide up to 80 hours (prorated for PT Faculty) of COVID-19 paid sick leave to faculty members in accordance with Senate Bill 95 retroactive to January 1, 2021 through September 30, 2021, for leave resulting from:
 - a. A federal, state, or local quarantine or isolation order related to COVID-19.
 - b. A health care providers advise to self-quarantine or self-isolate due to concerns related to COVID-19.
 - c. The District prohibiting a faculty member from working due to health concerns related to the potential transmission of COVID-19.
 - d. Attending an appointment to receive a vaccine for protection against contracting COVID-19.
 - e. Experiencing symptoms related to a COVID-19 vaccine that prevents the faculty member from being able to work.
 - f. A faculty member experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 - g. A faculty member caring for an individual who is subject to a quarantine or isolation order, has been advised to self-quarantine or self-isolate, or is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 - h. A faculty member caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.
- 8. The 80 hours (prorated for PT Faculty) will be in addition to the faculty members accumulated sick leave that has been allocated as stipulated in the RCCD collective bargaining agreement.
- 9. If a faculty member requires additional time off beyond the paid sick leave provided by SB 95 due to the side effects of the COVID-19 vaccine, the faculty member will participate in the interactive process provided in accordance with established HRER policies and the collective bargaining agreement between the District and the Association.

- 10. The above conditions are subject to negotiation between the Association and the District and renewal by the parties beyond September 30, 2021.
- 11. Any incurred medical expenses due to the vaccine or a reaction to the vaccine will be covered by the district's medical insurance.
- 12. All medical data collected by HRER will go in the faculty's SECURE MEDICAL FILE and will be kept separate and apart and in compliance with California Civil Code Sections 56.200-56.245.
- 13. The Association and District recognize that there could be many more questions and concerns that need to be addressed and agree to schedule ongoing sessions to negotiate the impacts and effects, and to address all faculty questions and concerns, including more updates and clear and consistent access to information.

The District and the Association agree to these terms.

Association: RCCDFA President Rhonda Taube, Ph.D
Date: