

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**  
**And**  
**SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION**

**August 31, 2021**

**Regarding Supplemental Paid Sick Leave and the Impacts of COVID-19  
Vaccination and Mask Operational Procedure for Unit Members**

1. In alignment with SB 95, Southwestern College Education Association (“**SCEA**”) unit members (“**Unit Members**”) qualify for up to 80 hours of COVID-19 Supplemental Paid Sick Leave (“**SPSL**”) for the following reasons:

- The Unit member is attending a COVID-19 vaccine appointment, or
- The Unit member is recovering from any injury, disability, illness, or condition related to such a COVID-19 immunization after medical diagnosis that prevents the Unit member from being able to work or telework, or
- The Unit Member is subject to a quarantine or isolation period related to COVID-19 and has been advised by a healthcare provider to quarantine due to COVID-19, or is experiencing symptoms of COVID-19 and seeking a medical diagnosis, or
- The unit member is caring for a family member who is subject to a quarantine or isolation period related to COVID-19 and has been advised by a healthcare provider to quarantine due to COVID-19, or is experiencing symptoms of COVID-19 and seeking a medical diagnosis, or
- The unit member is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises.

**Full-time Unit Members** who qualify to receive COVID-19 SPSL will be entitled to up to 80 hours of such paid leave.

**Part-time Unit Members** who qualify to receive COVID-19 SPSL will be entitled to a prorated amount of such leave based on their normally scheduled work hours over a two-week period.

If the leave extends beyond the paid 80 hours or prorated amount of such leave, Unit Members will be expected to utilize their contractually available leave options.

This leave is retroactive to January 1, 2021 and will expire on September 30, 2021. Leaves that have commenced on or before September 30, 2021 will continue to be paid from SPSL until they return to work or exhaust this leave, whichever occurs first.

Per the COVID-19 MOU dated April 30, 2021, the Southwestern Community College District ("District") will backfill the salary of Unit Members to ensure Unit Members receive full salary whose salary exceeds the SB 95 limit of \$511 per day.

- Beginning on January 1, 2021, any Unit Member who has taken time off to get a vaccination prior to the execution of this MOU will have that leave fully restored if it has not already been retroactively applied.
- Beginning October 1, 2021, any Unit Member who is attending a vaccine appointment will be provided District paid leave in hourly increments as needed for that purpose.

A Unit Member who is recovering from a vaccine reaction or illness after either 1st or 2nd vaccination will be provided District paid leave. District leave is available for the day of the vaccine and three days after (in hourly increments as needed).

2. Consistent with the District's COVID-19 Vaccination and Mask Operational Procedure for Employees dated August 12, 2021 ("**COVID-19 Vaccination and Mask Procedure**"), if a Unit Member is returning to campus in a face-to-face capacity in Fall 2021, the Unit Member must satisfy the District's COVID-19 vaccination requirement, which requires them to become Fully Vaccinated against COVID-19 unless they receive an approved medical or religious exemption.

- If a Unit Member has been approved for a medical or religious exemption from the vaccination requirement, the Human Resources Division will engage in an accommodation process to provide a reasonable accommodation, as is available.
- If a Unit Member has been approved for a medical or religious exemption from the vaccination requirement, and will be returning to campus in a face-to-face capacity for Fall 2021, the Unit Member will be required to submit a negative COVID test (at no cost to the Unit Member) at least once per week for the duration of the Fall 2021 semester via the ServiceNow portal.

In accordance with Cal/OSHA requirements, if a Unit Member who has an on-campus face-to-face assignment for Fall 2021 tests positive for COVID 19, the Unit Member must isolate at home for 10 calendar days. After 10 calendar days, the Unit Member must submit a negative COVID 19 test before they are allowed to return to on-campus face-to-face instruction. If the Unit Member is asymptomatic and the class can be transitioned to remote instruction, then the Unit Member may transition to remote instruction. If remote instruction is unavailable or the Unit Member is symptomatic, the Unit Member will be provided District paid leave for the 10-day period. If the Unit Member is unable to return to on campus face-to-face instruction after the 10-day isolation due to a positive COVID-19 test, the Unit Member may use their accumulated leave time as noted in Article 5 of the Collective Bargaining Agreement ("**CBA**").


- All Unit Members returning to campus in a face-to-face capacity in Fall 2021 will be required to enter their vaccination status via the ServiceNow portal as soon as possible but by no later than their first face-to-face meeting with students or employees.
- In accordance with Cal/OSHA requirements, testing provided by the District free of charge and during the work day will be offered during a COVID-19 outbreak as required by the CalOSHA Emergency Temporary Standards.

- Unit members are advised that they can access COVID-19 testing through their healthcare provider or through any of the County of San Diego testing sites.

**Notification COVID-19 Exposure or Outbreak.** The District will notify Unit Members in close proximity of any COVID-19 exposure or outbreak in accordance with the Cal/OSHA guidelines.

- The District will also provide testing because of a workplace exposure or outbreak, the District will communicate the plan for providing testing and inform affected unit members of the reason for the testing and the possible consequences of a positive test.
- All vaccine related data shall be removed from all Unit Member's file by June 20, 2023 unless otherwise negotiated by mutual agreement or as mandated by law.
- The District shall not retaliate against any unit member who does not take the vaccine; however, unit members who refuse to adhere to the vaccine requirements of the District if they are scheduled to return to campus in a face-to-face capacity, and who do not have a medical or religious exemption, and who have refused a reasonable accommodation may be subject to existing procedures for disciplinary action. Such District action shall not be arbitrary, capricious, or discriminatory in nature.

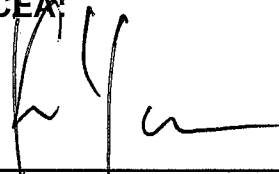
**For the College District:**



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Janene McIntyre,  
Assistant Superintendent/Vice  
President of Human Resources

**For SCEA:**



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Kenneth Yanow,  
Faculty Bargaining Lead