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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE PASADENA AREA COMMUNITY COLLEGE DISTRICT  
AND ITS CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 777  
COVID-19 DIFFERENTIAL COMPENSATION**

**AUGUST 23, 2021**

14 The Pasadena Area Community College District (“District”) and **the California School**  
15 **Employees Association and its Chapter 777 (“CSEA”)** (collectively “Parties”) recognize the  
16 importance of maintaining safe facilities and operations for the benefit of the students and  
17 communities served by the District, and for the safety of District employees.

18 On July 26, 2021, Governor Newsom announced a new initiative for state employees,  
19 “implementing a first-in-the-nation standard to require all state workers and workers in health care  
20 and high-risk congregate settings to either show proof of full vaccination or be tested at least once  
21 per week, and encourage all local government and other employers to adopt a similar protocol.”  
22 ([July 26, 2021](#).) Thereafter, the District announced a local vaccination verification program, and  
23 on **[AUGUST 18, 2021]**, the Parties negotiated and executed an MOU by which represented unit  
24 members were notified of their obligation to submit proof of vaccination or exemption on or before  
25 September 30, 2021.

26 Pursuant to negotiations between the Parties, the following Memorandum of Understanding  
27 (MOU) supplements without replacing the agreement related to the COVID-19 vaccination policy  
28 in a manner that is calculated to encourage and promote campus safety while recognizing the  
29 tremendous efforts undertaken by unit members to ensure that District services remain available  
30 to the community and to ensure learning continues for students during the COVID-19 pandemic.  
31 To these ends, the Parties agree as follows:

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- 33 1. **Term:** This MOU shall become effective on the first day of the Fiscal year 2021, July 1, 2021,  
34 through December 23, 2021. This MOU is intended to apply to all on-campus District work  
35 performed by classified unit members during the Fall 2021 term, and shall apply retroactively  
36 in the event that the MOU is executed or ratified subsequent to August 23, 2021.
  - 37 2. **Differential Compensation:** Consistent with Education Code Section 88182, the Parties  
38 acknowledge that ongoing public health conditions and the vaccination verification transition  
39 period present unique working conditions for classified staff performing in-person services.  
40 The District agrees to provide differential compensation to eligible unit members in the amount  
41 of **\$50** per full day of assigned work. This differential shall be applied without regard to whether  
42 straight-time and/or overtime compensation is earned during that workday or whether a unit  
43 member works only a portion of their regular assignment.
  - 44 3. **CSEA (Essential personnel)** members shall be eligible a one time, off schedule Higher  
45 Education Emergency Relief Fund payment of \$1500 based on their onsite work associated  
46 with implementing evidence-based practices to monitor and suppress COVID-19 in  
47 accordance with public health guidelines, including sanitation, safety, and security measures  
48 to the campus and community.

49 Additionally, for CSEA members providing proof of vaccination status by September 30, 2021,  
50 the District will compensate the member \$500.00. Any sequential submission after September  
51 30, 2021, will be reduced monthly by \$200.

- 53 4. **Eligibility:** All unit members shall be eligible to earn the differential compensation set forth in  
 54 Paragraph 2 under the following circumstances:  
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 56 a. The differential shall be paid for all shifts/hours that unit members are directed to  
 57 perform services at the unit members primary on-campus work location.  
 58  
 59 b. The differential shall be paid for all shifts/hours that unit members are directed to  
 60 perform public-facing services at District sites or non-District sites (e.g. community  
 61 partners) in support of District operations.  
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63 Unit members performing “remote” work assignments, on an approved leave of absence with  
 64 or without pay, on a classified reemployment list due to layoff and/or medical inability to work,  
 65 or who remain employed pending the outcome of any disciplinary action initiated by the District  
 66 shall not be eligible for the differential. Eligibility for the differential is dependent upon being  
 67 actively employed on the date this MOU is signed and is only continued through the active  
 68 employment of the member through December 23, 2021. No differential compensation shall  
 69 be paid to unit members who experience a change in assignment or leave status that renders  
 70 them ineligible.  
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- 72 5. **Temporary Adjustment:** The differential compensation set forth above shall be paid to  
 73 eligible unit members. Consistent with Education Code Sections 88180 *et seq*, this differential  
 74 is intended to be temporary, and shall not create any entitlement to an increased rate of pay  
 75 beyond the expiration of this MOU.  
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77 6. **Miscellaneous:**

- 78  
 79 a. Compensation granted pursuant to this MOU shall not be creditable/pensionable  
 80 compensation for purposes of CalPERS reporting.  
 81  
 82 b. The Parties acknowledge and understand that the purpose of the compensation detailed  
 83 herein is to support and encourage efforts to fight the spread and transmission of COVID-  
 84 19 at the District.  
 85

86 The Parties agree and understand that this MOU may be modified, rescinded, or extended upon  
 87 the mutual written agreement of the Parties. Unless otherwise evidenced by written agreement,  
 88 this MOU shall continue in full force and effect until 11:59 p.m. on December 23, 2021, at which  
 89 time the MOU shall expire. This MOU shall be non-precedential, and may not be cited by either  
 90 Party as evidence of the existence of a past practice.  
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93	For the District:	 <u>Robert Blizinski (Sep 2, 2021 08:17 PDT)</u>	Date: <u>Sep 2, 2021</u>
94		<u>Tony Casillas</u>	
95	For the Association:	<u>Tony Casillas (Sep 1, 2021 14:15 PDT)</u>	Date: <u>Sep 1, 2021</u>
96		<u>Joseph Zacklin</u>	
97	For the Association:	<u>Joseph Zacklin (Sep 1, 2021 14:44 PDT)</u>	Date: <u>Sep 1, 2021</u>