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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
FACULTY ASSOCIATION, CTA/NEA**

December 3, 2021

10 This Memorandum of Understanding (MOU) is entered into between the South Orange County
11 Community College District and the South Orange County Community College District Faculty
12 Association, CTA/NEA (hereinafter referred to as the "Association"), and is expressly made
13 pursuant to the Educational Employment Relations Act and the Collective Bargaining Agreement
14 between the parties.

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16 The South Orange County Community College District (District) Board of Trustees took action on
17 September 27, 2021, to approve a COVID-19 vaccination mandate for all students, employees,
18 and volunteers coming onto any District campus or worksite as of January 8, 2022, and delegated
19 authority to the Chancellor to take any and all actions necessary to develop and implement the
20 vaccination mandate.

21
22 The vaccination requirement is a condition of employment and will remain in effect indefinitely or
23 until the District determines that it is no longer necessary during the present public health
24 emergency as determined by objective criteria such as the local, State, or federal declarations or
25 proclamations of emergency or other criteria such as the incidence rate of COVID-19 in the
26 community. This MOU will be revisited once such emergencies conclude or the risk factors are
27 no longer present.

28
29 The specifics of the vaccination requirement are contained in BP/AR 7330. Per this policy, all
30 employees and volunteers must be fully vaccinated (as defined by the Centers for Disease
31 Control) against COVID-19 by January 8, 2022, unless approved as exempt due to a verified
32 disability/medical condition or sincerely held religious belief.

33
34 The District and the Association agree as follows regarding the impacts and effects of the District
35 Board of Trustees decision to mandate the COVID-19 vaccine:

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37 **I. Exemptions**

- 38
39 1. The District required all current faculty members to complete their request for a medical
40 or sincerely held religious belief exemption by November 18, 2021, at the following
41 webpage: <https://www.shawhrconsulting.com/southorangecounty/>
42
43 a. Late requests will be considered by the Vice Chancellor of Human Resources (or
44 designee) based upon a compelling circumstance and on a case-by-case basis.
45
46 b. Faculty members hired after November 18, 2021, and prior to January 7, 2022, will
47 be allowed to submit their request for an exemption within two weeks of being hired
48 and on-boarded. Employees hired after January 7, 2022, must be vaccinated for
49 COVID-19 as a condition of employment or be approved for a medical or sincerely
50 held religious belief exemption prior to the first date of employment.
51
52 c. Faculty members who request an exemption must participate in good faith and
53 must complete the process in full. This participation includes, but is not limited to,

54 providing all required documentation/information and obtaining District approval
55 in order to qualify.

56
57 d. Faculty members who obtain an exemption may be subject to other safety
58 measures beyond what is required for vaccinated individuals, including but not
59 limited to: asymptomatic (public health surveillance) testing and symptomatic
60 testing; physical/social distancing; avoiding large gatherings; wearing acceptable
61 facial coverings and/or other personal protective equipment; frequent
62 handwashing and cleaning; practicing respiratory etiquette; and/or exclusion from
63 the physical worksite when warranted.

64
65 2. Faculty members who are unvaccinated and qualify for a medical or sincerely held
66 religious belief exemption must undergo twice weekly testing, available on campus at
67 both Saddleback College and Irvine Valley College.

68
69 a. Part-time faculty members who qualify for a medical or sincerely held religious
70 belief exemption and are required to participate in twice weekly testing will be
71 paid one (1) hour per week at the stipend rate to get tested. Testing shall be
72 scheduled by the employees in consultation with their supervisor.

73
74 b. Part-time faculty who have been assigned an online-only assignment will not be
75 required to test that semester/term but will also not be permitted to come onto
76 any District site.

77
78 c. Required testing must be done twice per week on non-consecutive days, the first
79 on Monday or Tuesday and the second at least two days after the first on
80 Wednesday, Thursday, or Friday.

81
82 d. District-provided weekly testing at Saddleback College and Irvine Valley College
83 will be available at no cost to the faculty member.

84
85 e. If requested by the employee and if approved by the Vice Chancellor of Human
86 Resources (or designee), faculty members, at their own expense, may also
87 receive a COVID-19 rapid test (where immediate results are provided) through a
88 personal healthcare provider, pharmacy, or HR approved testing site. No home
89 test kits will be permitted. If testing is completed off-campus, the faculty member
90 shall be responsible for uploading their test results electronically as directed by
91 Human Resources using a secure District-designated method. Failure to transmit
92 proof of test results within 24 hours will be deemed a missed test and will result
93 in corrective action up to and including the potential for termination of employment
94 as outlined below in Section IV.

95
96 **II. After January 8, 2022 and for Spring 2022 Semester Only**

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98 1. Full-time faculty members who are not vaccinated and do not qualify for a medical or
99 sincerely held religious belief exemption will have the following options to fulfill their
100 contractual load:

101 a. Faculty members may request to use banked leave (if available);

102 b. Faculty members may request to use accrued sick leave (if appropriate);

103
104 c. Faculty members may request consideration for leave without pay for the period
105
106

- 107 not exceeding the spring 2022 term;
- 108
- 109 d. Faculty members may request any combination of a, b, or c. The determination
- 110 and approval to exercise these options shall not be arbitrary or capricious;
- 111
- 112 e. Faculty members requesting c or d above are advised that this may adversely
- 113 affect benefits such as CalSTRS/CalPERS, and health benefits if leave is longer
- 114 than 90 days.
- 115
- 116 2. Part-time faculty members who are not vaccinated and do not qualify for a medical or
- 117 sincerely held religious belief exemption may be permitted one of the following options
- 118 for spring 2022 only and are hereby advised that these options will not be continued after
- 119 spring 2022 whether you are assigned an online assignment or not:
- 120
- 121 a. Part-time faculty who have been assigned an entirely online assignment for spring
- 122 2022 will be temporarily exempt from the vaccination mandate. Part-time
- 123 counselors and librarians may request consideration to work some/all of their load
- 124 online, subject to student demand and operational need and by Dean's approval;
- 125
- 126 b. If the above is not possible, then the faculty member will be provided an unpaid
- 127 leave not to exceed spring 2022.
- 128

129 **III. Employment in Terms/Semesters following Spring 2022**

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131 The District will send at least one (1) email during the spring 2022, notifying faculty members of

132 the deadline to provide proof of vaccinated status by the end of the spring 2022 term (if not

133 approved for an on-going exemption).

134

- 135 a. Full-time faculty members who choose to remain unvaccinated and have not
- 136 been approved for an on-going exemption after spring 2022 shall be suspended
- 137 with the intent of terminating their employment, consistent with Education Code
- 138 Section 87732, 87735 and 87668.
- 139
- 140 b. Part-time faculty members who choose to remain unvaccinated and have not
- 141 been previously approved for an on-going exemption after spring 2022 shall be
- 142 notified that their employment has been terminated, consistent with Education
- 143 Code Section 87665.
- 144

145 **IV. Non-Compliance with Required Testing for Employees with Approved Exemptions**

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147 Faculty members who are approved for an exemption and who fail to undergo required testing

148 twice per week, as specified in I.2. above, shall be subject to disciplinary action.

149

- 150 a. Faculty members who miss one test for a non-approved reason shall be issued a
- 151 warning and corrective directive.
- 152
- 153 b. Full-time faculty members who miss two (2) tests for non-approved reasons shall be
- 154 issued a 90-day Notice of Unsatisfactory Performance with immediate corrective action
- 155 required. Full-time faculty who miss a third test shall be immediately suspended without
- 156 pay with the intent of terminating their employment, consistent with Education Code
- 157 Section 87732, 87735, and 87668.
- 158
- 159 c. Part-time faculty members who miss two (2) tests for non-approved reasons shall be

160 immediately issued a formal Letter of Reprimand, placed on unpaid leave, and required
161 to submit proof of testing within 24 hours of being placed on unpaid leave. Part-time
162 faculty may be reinstated only if a test is completed and submitted within 24 hours of
163 being placed on unpaid leave. A third missed test at any point in time will result in
164 immediate termination of employment, consistent with Education Code Section 87665.
165

166 d. Faculty members may be reinstated following notice of intent to discipline or notice of
167 intent to terminate, and before issuance of a notice of discipline, if the faculty member
168 provides verified documentation to establish evidence of being fully vaccinated via a QR
169 Code.
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171 **V. Extension of Supplemental Leave**
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173 The District will be voluntarily extending the 80 hours of supplemental paid sick leave that
174 was initially guaranteed through SB 95 and has since expired. This 80 hours of
175 supplemental sick leave has been voluntarily extended by the District for faculty members
176 through January 31, 2022, with specific terms and conditions. To be eligible for this
177 additional 80 hours of consecutive leave, a faculty member must not have exhausted this
178 leave previously AND must meet one of the following conditions for use:
179

- 180 a. Has tested positive for COVID-19 and/or exposed to COVID-19 and is required
181 to quarantine (evidence required);
182
- 183 b. Has a child or dependent who tested positive for COVID-19 or has been exposed
184 to COVID-19 and is required to quarantine by a local school or agency (evidence
185 required).
186

187 **VI. Student Drops Following Vaccination Deadline**
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189 Spring 2022 sections that reached the minimum threshold of 22 or 18 students as specified
190 in Article 15.2.b.(5) of the Master Agreement by January 10, 2022, but then drop below this
191 threshold because of the purging of unvaccinated students from the rosters on that date
192 will not be cancelled due to low enrollments.
193

194 **VII. Student Compliance with District Requirement**
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- 196 1. The COVID-19 vaccination requirement, testing protocols, and contact tracking for
197 students will be managed by the District. College administration shall notify faculty
198 members via their class rosters as to students eligible to attend class. Faculty will be
199 required to check their rosters (which may not include late registrants) daily as they
200 will be updated daily by the college.
201
- 202 2. Faculty members shall be notified via their daily class rosters that a student is not
203 cleared to attend class when a student has been deemed non-compliant with their
204 assigned testing protocol, as determined by the college.
205
- 206 3. Faculty members will be notified directly if a student in their class tests positive and
207 is required to self-isolate, or if a student has been identified as having been within
208 close contact to someone who has COVID-19 and is required to quarantine. These
209 students will remain on the class roster while they are absent.
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211 **VIII. Temporary Change of Class Method of Instruction Due to COVID-19 Impacts**
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1. Should a classroom faculty member teaching an on-campus class be required by the District to self-isolate due to a COVID-19 diagnosis or quarantine due to a COVID-19 exposure, should an entire class be required by the District to quarantine due to a COVID-19 exposure, or should the number of students required by the District to quarantine become so significant that the faculty member determines it is impossible to continue to teaching the class on campus, the faculty member may, with approval of their dean, suspend on-campus instruction and revert to online instruction for a period of up to two weeks, with the possibility of extending this timeframe if necessary.


2. Should a non-classroom faculty member with on-campus assignments be required by the District to self-isolate due to a COVID-19 diagnosis or quarantine due to a COVID-19 exposure, the faculty member may, with approval of their dean, suspend on-campus work and revert to online work for a period of up to two weeks, with the possibility of extending this timeframe if necessary.

3. In the event that a faculty member learns that there has been a classroom exposure or that they have been exposed to or diagnosed with COVID-19 and are unable to reach their dean (such as in the evening or over the weekend), and the faculty member believes that it is prudent and possible to suspend their on-campus instruction and revert to online instruction on the next business day, the faculty may do so while waiting for a response from their dean to determine the ultimate course of action.

This MOU is intended to address and settle the impacts and effects of the District's COVID-19 vaccination mandate, as described herein. Execution of this MOU does not create a precedent for any purpose except as described herein, nor establish any past practice.

**South Orange County Community College
College District**

**South Orange County Community
District Faculty Association, CTA/NEA**



Dr. Cindy Vyskocil
Chief Negotiator, SOCCCD



Claire Cesareo
Chief Negotiator, SOCCCD FA

12.3.21

Date

12/3/21

Date