

1
2
3
4
5
6
7
8
9
10
11

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (DISTRICT)
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, Chapter 586 (CSEA)**

12
13
14
15
16

COVID-19 VACCINATION INCENTIVE

17
18
19
20
21
22
23
24
25
26

AUGUST 11, 2021

27
28
29
30
31

The South Orange County Community College District (“District”) and the California School Employees Association and its Chapter 586 (“CSEA”) (collectively “Parties”) recognize the importance of maintaining safe facilities and operations for the benefit of the students and communities served by the District, and for the safety of District employees.

32
33
34
35
36
37
38
39
40
41

On July 26, 2021, Governor Newsom announced a new initiative for state employees, “implementing a first-in-the-nation standard to require all state workers and workers in health care and high-risk congregate settings to either show proof of full vaccination or be tested at least once per week, and encourage all local government and other employers to adopt a similar protocol.” ([July 26, 2021](#).) The California Department of Public Health (CDPH) also issued a public health order detailing the new statewide vaccine rules as they relate to health care facilities, including “Clinics & Doctor Offices (including behavioral health, surgical)” such as those maintained by the District. ([July 26, 2021](#).) On August 5, 2021, CDPH modified that order to require full compliance by September 30, 2021. ([Aug. 5, 2021](#).)

42
43
44
45
46
47
48
49
50
51
52

Pursuant to negotiations between the Parties, the following Memorandum of Understanding (MOU) addresses the effects related to the COVID-19 vaccination incentive to be implemented by the District in response to the foregoing legislative, regulatory, and/or executive actions. To these ends, the District and CSEA agree as follows:

1. **Effective Date:** The vaccination verification incentive shall begin upon execution of this MOU and shall be deemed fully completed on November 1, 2021.
2. **Verification:** Each unit member employed on or before September 1, 2021, is eligible for the vaccination incentive so long as, on or before November 1, 2021, they provide proof of vaccination and signed consent electronically within the District Workday system. Vaccination records shall be subject to verification through the California database. Unverified records shall be fully investigated, and disciplinary action may be initiated if a unit member is discovered to have submitted fraudulent/forged records.
3. **Vaccination Records:** Proof of vaccination status may be provided by unit members through any one of the following methods:
 - a. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered);
 - b. Photo of a Vaccination Record Card as a separate document;
 - c. Documentation of COVID-19 vaccination from a health care provider; or
 - d. Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and

53 vaccine type. The QR code must also confirm the vaccine record as an official
54 record of the state of California.
55

56 Unit members may retrieve digital vaccination records through CDPH at the following
57 site: <https://myvaccinerecord.cdph.ca.gov/>
58

- 59 4. **Incentive:** Unit members who submit proof of vaccination on or before November 1, 2021,
60 shall be entitled to receive a one-time payment in the gross amount of \$1,000, payable on
61 December 10, 2021. Proof of vaccination shall be maintained in an employee's personnel file
62 in support of this payment.
63

64 The Parties agree and understand that this MOU shall expire on December 31, 2021, or after
65 current public-health orders regarding COVID-19 vaccination by local agencies and/or for public
66 safety officers have changed, whichever occurs first. This MOU shall be non-precedential, and
67 may not be cited by either Party as evidence of the existence of a past practice.
68
69
70
71
72
73

74 **South Orange County Community**
75 **College District**

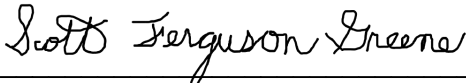
76 
77 _____
78 Dr. Cindy Vyskocil
79 Vice Chancellor, Human Resources
80
81

82 8.11.21
83 _____
84 Date

85 
86 _____
87 Kim Widdes
88 Executive Director, Human Resources
89
90

91 8.11.21
92 _____
93 Date
94

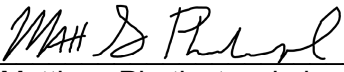
California School Employees
Association and its Chapter 586



Scott Ferguson Greene
President, CSEA Chapter 586

8/11/21

Date



Matthew Phutisatayakul
Labor Relations Representative, CSEA

08/11/21

Date