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

November 17, 2021

10 This Memorandum of Understanding (MOU) is entered into between the South Orange County
11 Community College District and the California School Employees Association and its Chapter 586
12 (“CSEA”), and is expressly made pursuant to the Educational Employment Relations Act and the
13 Collective Bargaining Agreement between the parties.
14

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

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

28 The District and CSEA agree as follows regarding the effects of the District Board of Trustees
29 decision to mandate the COVID-19 vaccine:
30

31 **I. Vaccination Assistance**
32

- 33 1. The District will provide all unit members time to become fully vaccinated and provide
34 proof of vaccination in Workday on or before January 7, 2022. Proof of vaccination means
35 uploading the QR code from a state or county agency or a letter from a medical provider
36 verifying that the employee has been fully vaccinated according to CDC guidelines, or as
37 otherwise defined in the August 11, 2021 MOU.
38
- 39 2. The District will send at least one (1) reminder email during the Fall 2021, reminding unit
40 members of the deadline to provide proof of vaccinated status.
41

42 **II. Accommodations or Exemptions**
43

- 44 3. Unit members who request a disability/medical accommodation, or sincerely held
45 religious belief exemption, must complete the District process and provide sufficient
46 information to permit an initial determination, including any necessary form(s) at the
47 following webpage: <https://www.shawhrconsulting.com/southorangecounty/>
48
- 49 a. Unit members must complete the initial form and submit required supporting
50 documentation for their request for exemption and/or reasonable accommodations
51 by November 18, 2021. The District will support unit members who are having
52 difficulty obtaining documentation from their medical provider.
53

- 54 b. Unit members who request an exemption or accommodation must participate in
55 good faith, and must complete the process in full. This includes, but is not limited
56 to, providing all required documentation/information and obtaining District
57 approval in order to qualify.
58
- 59 c. Unit members who obtain an exemption or accommodation may be subject to
60 other safety measures beyond what is required for vaccinated individuals,
61 including but not limited to: asymptomatic (public health surveillance) testing and
62 symptomatic testing; physical/social distancing; avoiding large gatherings;
63 wearing acceptable facial coverings and/or other personal protective equipment;
64 frequent handwashing and cleaning; practicing respiratory etiquette; and/or
65 exclusion from the physical worksite when warranted.
66
- 67 d. Unit members who are denied a requested exemption and/or reasonable
68 accommodation shall be required to become fully vaccinated within six (6) weeks
69 from the date of the issuance of the denial letter. Should the six (6) week grace
70 period to become fully vaccinated cross over the January 8, 2022 deadline for
71 vaccination, the unit member shall be subject to testing two times per week from
72 January 8, 2022 until the date of full vaccination.
73
- 74 4. Unit members who are unvaccinated and qualify for a disability/medical accommodation
75 or sincerely held religious belief exemption must undergo twice weekly testing, available
76 on campus at both Saddleback College and Irvine Valley College. Unit members must
77 submit their test results electronically using a secure District designated method as
78 directed by Human Resources.
79
- 80 a. Unit members who qualify for a disability/medical exemption or a sincerely held
81 religious belief exemption who participate in twice weekly testing may be excused
82 for up to one (1) hour of paid time per week to get tested. Testing shall be
83 scheduled by the employees in consultation with their supervisor.
84
- 85 b. District-provided weekly testing at Saddleback College and Irvine Valley College
86 will be available at no cost to the unit member.
87

88 **III. After January 7, 2022**
89

- 90 5. As a condition of employment, unit members who have not qualified for a
91 disability/medical accommodation or sincerely held religious belief exemption, must
92 become fully vaccinated as defined by the Centers for Disease Control on or prior to
93 January 7, 2022. Unit members who were denied an exemption and/or reasonable
94 accommodations shall be provided sufficient time to become fully vaccinated per section
95 3.d.
96
- 97 6. Unit members who are not vaccinated and do not qualify for a disability/medical
98 accommodation or sincerely held religious belief exemption will have the following
99 options to continue their regular assignment:
100
- 101 a. Unit members may request to use paid leave, if available;
102
- 103 b. Unit members may request consideration for leave without pay for the period not
104 exceeding the Spring 2022 term;
105
- 106 c. Unit members may request any combination of a and b. The determination and

107 approval to exercise these options shall not be arbitrary or capricious;

- 108
109 d. Unit members requesting (b) or (c) above are advised that this may adversely
110 affect benefits such as CalSTRS/CalPERS, and health benefits if leave is longer
111 than 90 days.

112
113 The District reserves the right to hire substitutes to fill positions for employees who are
114 approved for paid or unpaid leave.

- 115
116 7. Unit members who requested a disability/medical exemption, which the District was
117 unable to accommodate after having exhausted the interactive process, shall have the
118 right to exhaust all available paid and unpaid leaves provided under the CBA, after which
119 the unit member may be placed on the 39-month reemployment list.

120
121 **IV. Non-Compliance with Required Testing (related to approved exemptions)**

- 122
123 8. Unit members who are approved for an accommodation/exemption are required to test
124 at least two times per week; the first on Monday or Tuesday and the second at least two
125 days after the first and on Wednesday, Thursday or Friday. Failure to test as directed
126 shall result in discipline. A failure to test is defined as any employee that is not out on
127 any approved leaves and yet fails to test as required.

128
129 a. Unit members who miss one test shall be issued a warning and corrective
130 directive.

131
132 b. Permanent unit members who miss two (2) tests shall be issued a “Notice of
133 Intent to Discipline” based on those causes included at Article 15.2 of the CSEA
134 CBA, with the intent of suspension without pay after a Skelly hearing and the
135 termination of their employment.

136
137 c. Probationary unit members who miss two (2) tests shall be immediately
138 terminated, pursuant to Article 15.3 of the CSEA CBA.

- 139
140 9. The District will send at least one (1) reminder email during the Spring 2022, notifying
141 unit members of the deadline to either renew an accommodation/exemption or provide
142 proof of vaccinated status.

- 143
144 10. Permanent unit members who choose to remain unvaccinated and do not qualify for an
145 accommodation/exemption after June 30, 2022, shall be issued a “Notice of Intent to
146 Discipline” based on those causes included at Article 15.2 of the CSEA CBA, with the
147 intent of suspension without pay after a Skelly hearing and the termination of their
148 employment. Unit members shall be afforded an option to take an unpaid leave of
149 absence in lieu of termination, for a period not to exceed two (2) months, from June 30,
150 2022 through August 31, 2022 to become compliant. Proof of vaccination must be
151 received on or before 5pm on August 31, 2022. If proof of vaccination is not received by
152 5pm on August 31, 2022, the unit member will be deemed to have resigned from District
153 employment.

154
155 a. Probationary unit members who choose to remain unvaccinated and do not
156 qualify for an accommodation/exemption after June 30, 2022 shall be notified that
157 their employment has been terminated pursuant to Article 15.3 of the CSEA CBA.

158
159 b. Unit members may be reinstated following notice of intent to discipline, and before

160 issuance of a notice of discipline, if the unit member provides verified
161 documentation to establish evidence of being fully vaccinated prior to June 30,
162 2022.

163
164 **V. Extension of Supplemental Leave**

165
166 11. The District will be voluntarily extending the 80 hours of supplemental paid sick leave
167 that was initially guaranteed through SB 95 and has since expired. This 80 hours of
168 supplemental sick leave has been voluntarily extended by the District for unit members
169 through January 31, 2022 with specific terms and conditions. To be eligible for this
170 additional 80 hours of consecutive leave, a unit member must not have exhausted this
171 leave previously **AND** must meet one of the following conditions for use:

- 172
173 a. Has tested positive for COVID-19 and/or exposed to COVID-19 and is required
174 to quarantine (evidence required);
175
176 b. Has a child, or household member, or dependent who tested positive for COVID-
177 19 or has been exposed to COVID-19 and is required to quarantine by a local
178 school or agency (evidence required).
179
180 c. The unit member is unable to work due to COVID-19 vaccine-related side effects.
181 Evidence will be required if leave exceeds 3 days.
182

183 This MOU is intended to address and settle the impacts and effects of the District's COVID-19
184 vaccination mandate, as described herein. Execution of this MOU does not create a precedent for
185 any purpose except as described herein, nor establish any past practice.
186

187 **South Orange County Community**
188 **College District**

California School Employees
Association and its Chapter 586

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191 C. Vyskocil (Nov 17, 2021 16:33 PST)

Scott Greene (Nov 17, 2021 16:53 PST)

192 Dr. Cindy Vyskocil
193 Vice Chancellor of Human Resources
194 Nov 17, 2021

Scott Ferguson Greene
President, CSEA Chapter 586
Nov 17, 2021

195 _____
196 Date

_____ Date

197
198 



199 Kim Widdes (Nov 17, 2021 16:43 PST)

Matthew S Phutisatayakul (Nov 17, 2021 16:54 PST)

200 Kim Widdes
201 Executive Director, Human Resources
202 Nov 17, 2021

Matthew Phutisatayakul
Labor Relations Representative, CSEA
Nov 17, 2021

203 _____
204 Date

_____ Date












CSEA Final Vaccine Mandate MOU 2021-11-17

Final Audit Report

2021-11-18

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