



good faith, and must complete the process in full. This includes, but is not limited to, providing all required documentation/information and obtaining District approval in order to qualify.

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

d. Unit members who are denied a requested exemption and/or reasonable accommodation shall be required to become fully vaccinated within six (6) weeks from the date of the issuance of the denial letter. Should the six (6) week grace period to become fully vaccinated cross over the January 8, 2022 deadline for vaccination, the unit member shall be subject to testing two times per week from January 8, 2022, until the date of full vaccination.

4. Unit members who are unvaccinated and qualify for a disability/medical accommodation or sincerely held religious belief exemption must undergo twice weekly testing, available on campus at both Saddleback College and Irvine Valley College. Unit members must submit their test results electronically using a secure District designated method as directed by Human Resources.

a. Unit members who qualify for a disability/medical exemption or a sincerely held religious belief exemption who participate in twice weekly testing may be excused for up to one (1) hour of paid time per week to get tested. Testing shall be scheduled by the employees in consultation with their supervisor.

b. District-provided weekly testing at Saddleback College and Irvine Valley College will be available at no cost to the unit member.

### **III. After January 7, 2022**

5. As a condition of employment, unit members who have not qualified for a disability/medical accommodation or sincerely held religious belief exemption, must become fully vaccinated as defined by the Centers for Disease Control on or prior to January 7, 2022. Unit members who were denied an exemption and/or reasonable accommodations shall be provided sufficient time to become fully vaccinated per section 3.d.

6. Unit members who are not vaccinated and do not qualify for a disability/medical accommodation or sincerely held religious belief exemption will have the following options to continue their regular assignment:

a. Unit members may request to use paid leave, if available;

b. Unit members may request consideration for leave without pay for the period not exceeding the Spring 2022 term;

c. Unit members may request any combination of a and b. The determination and approval to exercise these options shall not be arbitrary or capricious;

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

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

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

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

8. Unit members who are approved for an accommodation/exemption are required to test at least two times per week; the first on Monday or Tuesday and the second at least two days after the first and on Wednesday, Thursday or Friday. If the unit member is on an alternative work schedule, the unit member and the supervisor will work with Health Services to determine an appropriate testing schedule. Failure to test as directed shall result in discipline. A failure to test is defined as any employee that is not out on any approved leaves and yet fails to test as required.

- a. Unit members who miss one test shall be issued a warning and corrective directive.

- b. Permanent unit members who miss two (2) tests shall be issued a "Notice of Intent to Discipline" based on those causes included at Article 17 of the POA CBA, with the intent of suspension without pay after a Skelly hearing and the termination of their employment.

- c. Probationary unit members who miss two (2) tests shall be immediately terminated, pursuant to Article 17 of the POA CBA.

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

10. Permanent unit members who choose to remain unvaccinated and do not qualify for an accommodation/exemption after June 30, 2022, shall be issued a "Notice of Intent to Discipline" based on those causes included at Article 17 of the POA CBA, with the intent of suspension without pay after a Skelly hearing and the termination of their employment. Unit members shall be afforded an option to take an unpaid leave of absence in lieu of termination, for a period not to exceed two (2) months, from June 30, 2022 through August 31, 2022 to become compliant. Proof of vaccination must be received on or before 5pm on August 31, 2022. If proof of vaccination is not received by 5pm on August 31, 2022, the unit member will be deemed to have resigned from District employment.

- a. Probationary unit members who choose to remain unvaccinated and do not qualify for an accommodation/exemption after June 30, 2022 shall be notified that their employment has been terminated pursuant to Article 17 of the POA CBA.

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



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


**V. Extension of Supplemental Leave**


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

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


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 District**

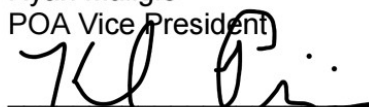
  
Dr. Cindy Vyskocil  
Vice Chancellor - Human Resources

  
Kim Widdes  
Executive Director – Human Resources

**South Orange County Community  
College District – Police Officers  
Association**

  
Beau Arbuthnot  
POA President

  
Ryan Maligie  
POA Vice President

  
Keith Prinzing  
POA Treasurer