

Memorandum of Understanding (MOU)
between
The Ventura County Community College District (VCCCD)
and
Local 1828 of the American Federation of Teachers (AFT)
regarding
Implementation and Impact of the Board Policy 3506 [COVID-19 Vaccine
Mandate]
October 13, 2021

This Memorandum of Understanding ["MOU"] is entered by and between the VENTURA COUNTY COMMUNITY COLLEGE DISTRICT ["District"] and AFT Local 1828 ["AFT 1828"] [known collectively as "The Parties"] in relation to Board policy 3506, [hereinafter referred to as the Vaccine Mandate] which the District passed on August 10, 2021.

WHEREAS the District and AFT 1828 recognize the importance of maintaining safe facilities and a healthy environment for faculty, students, staff and the surrounding communities, and the parties further recognize their duty to District faculty members, students and community members accessing District facilities, to establish prudent measures to mitigate the risk of COVID-19 infection;

WHEREAS the parties acknowledge that all members of the District community share responsibility for mitigating the spread of infectious disease with respect to District facilities, property and events;

WHEREAS the District has decided that it is within their authority to implement a district-wide policy requiring all employees, including faculty members, and students to receive a COVID-19 vaccine in order to mitigate the risk of widespread infection of COVID-19 among district faculty members, staff and students;

WHEREAS the Parties agree that implementation of the Vaccine Mandate will have a major impact on the terms and conditions of work for members of the AFT Local 1828 bargaining unit, and therefore it is in their mutual interest to negotiate towards and reach an agreement that will support the District's educational mission and respect the protected interests of the members of the AFT Local 1828;

WHEREAS the parties have met in good faith on August 17, 2021 and September 1, 8, 21, 22 and October 7 and 13, 2021 to negotiate the impact of the attached Vaccine Mandate, incorporated herein by reference;

NOW, THEREFORE, The Parties hereby agree that the following provisions shall be in effect immediately upon execution of this MOU.

1. **The Vaccine Mandate:** The Parties recognize that, in adopting the Vaccine Mandate, the District is exercising its right to require faculty members to be fully vaccinated against COVID-19. Said right shall be subject to all limitations and exemptions provided by law and further set forth in this MOU.
2. **Implementation:** The Parties agree that the faculty member vaccination requirement, as it pertains to members of the AFT Local 1828 bargaining unit, and subject to all limitations and exemptions set forth herein, shall become effective on October 15, 2021 as set forth in the attached Vaccination Mandate unless otherwise extended by action of the District.
3. **Access:** The Parties agree that the Vaccine Mandate imposes an additional burden upon faculty members that has not previously been required, and therefore, the District shall ensure the following procedures are implemented and available to all faculty members in effort to support the faculty members in their efforts to comply with the Vaccine Mandate:
 - a. The Parties recognize that local, state, and federal health agencies, relying on the best available scientific evidence, recognize that COVID-19 vaccines produced by Johnson & Johnson, Moderna, and Pfizer BioNTech, being distributed under either a U.S. Food and Drug Administration (FDA) Emergency Use Authorization (EUA), or as appropriate, a full FDA approval, are deemed safe for the public, and are readily available for people 12 and over. As such all three currently approved COVID-19 vaccines shall be acceptable to meet the requirements of the Vaccine Mandate.
 - b. The Parties agree that COVID-19 vaccines administered outside of the United States that are currently approved by the World Health Organization shall be acceptable to meet the requirements of the Vaccine Mandate.
 - c. The Parties agree that faculty members shall be entitled one or more of the following in order to comply with the requirements of the Vaccine Mandate:
 - i. Faculty members shall be entitled to use COVID-19 supplemental paid sick leave to receive vaccination and during recovery from vaccination. Such leave may be used for up to 3 days per injection without a medical verification should faculty members exhibit side effects from the vaccination. The District agrees to extend the provisions of California Supplemental Paid Sick Leave through December 31, 2021.
 - ii. To the extent permitted by law, faculty members shall be entitled to file for a Worker's Compensation claim for illness due to the COVID-19 vaccine.
 - iii. The District shall make reasonable efforts to ensure that COVID-19 vaccines are available to faculty members at its campuses once it begins implementation of the Vaccine Mandate. Faculty members who

elect to get vaccinated at one of the District's vaccination locations shall be in paid status while they are getting vaccinated and shall not be required to use any accrued leave time in order to receive their vaccination.

- d. Any faculty member who elects to get vaccinated at one of the District's vaccination locations shall continue to be entitled to all the provisions of section 3 c above.

4. **Proof of Vaccination:** The Parties agree that faculty members must provide proof of vaccination to the District. This requirement is subject to all federal, state and local laws, regulations and guidelines pertaining to the confidentiality of personal medical information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 [hereinafter HIPAA].
 - a. It is further agreed by the Parties that the District will not request any health or medical information for the purpose of enforcement of the Vaccine Mandate other than proof of vaccination except for required documentation under the Americans with Disabilities Act (ADA).
 - b. Details of a faculty member's vaccination status and all proof submitted by the faculty member in furtherance of the implementation of the Vaccine Mandate shall be stored in a manner consistent with applicable law, and in accordance with the District's practice for storing faculty members medical information.
 - c. A faculty member's vaccination status shall not be publicly disclosed, or otherwise identified through any means, including but not limited to:
 - i. identification tags or badges
 - ii. wristbands or
 - iii. stickers or buttons
 - d. No faculty member may be required to disclose vaccination status to anyone other than the designated District H.R. representative and/or the Student Health Center clinical staff or qualified contractor acting in the normal course of their duties.
 - e. For the purpose of on-campus screening, faculty shall be identified to screening personnel and necessary administrators for purposes of scheduling as either "Verified," or "Not Verified" and no reference shall be made to a faculty member's vaccination status.
5. **Exemption from the Vaccine Mandate:** The Parties agree that faculty members may apply for an exemption from vaccination for any or all of the following reasons:
 - a. **Qualifying Medical Exemption.** Faculty may decline vaccination, subject to District approval, due to medical contraindications or precautions recognized by the U.S. Food & Drug Administration or Centers for Disease Control and

Prevention or due to a disability based on a written recommendation of the faculty member's licensed physician.

- i. Faculty seeking to claim an exemption under this section shall provide documentation from a certified or licensed physician to support their declaration. Documentation under this section shall consist of the following:
 1. A written statement by a licensed physician, submitted on doctor's office letterhead which shall include the doctor's name, license number, signature and date.
 2. A District-issued medical exemption form attached hereto and included herein by reference
- b. Sincerely Held Religious Belief. A faculty member may decline vaccination, subject to District approval, based on a sincerely held religious belief, practice, or observance as understood and defined under Title 7 Section 12 of the Civil Rights Act of 1964.
 - i. If a faculty member objects to receiving the COVID-19 vaccine based on a sincerely held religious belief, the faculty member shall complete and submit the corresponding Religious Exemption Request Form for COVID-19 Vaccination which is attached hereto and included herein by reference.
- c. Submission Requirements. The requesting faculty member shall submit all requests directly to the designated District representative by the established deadline of October 8, 2021, unless granted an extension in writing by a designated Human Resources representative.
 - i. All exemption requests filed under this MOU shall stay the enforcement of any action under Section 7 - Noncompliance of this MOU as it relates to noncompliance with the Vaccine Mandate.
 - ii. Said stay shall be in effect until such time as the faculty member's application for exemption is resolved.
- d. Review. The District will review all requests for exemption under this Section in a timely manner, but in all circumstances no later than fifteen (15) calendar days from the date of submission. Upon review the District shall:
 - i. Immediately notify the faculty member in writing of the outcome of the application. Said notification shall include the following at minimum:
 1. Whether the application for exemption has been approved or denied. If denied,
 - a. the notice shall include the specific grounds for denial, and

- i. Said faculty member is verified as either vaccinated, or subject to a qualified exemption under this MOU,
- ii. Said faculty member provides written documentation from a licensed physician attesting to their immunocompromised condition or course of treatment.

7. **Noncompliance:**

- a. On or before October 1, 2021, Human Resources shall send written notification to all faculty who have not been verified compliant with the Vaccine Mandate (hereinafter noncompliant). The letter shall notify the faculty members that their vaccination status is currently unverified, and shall set forth in detail, the procedures and potential disciplinary actions pursuant to this Section as follows:

b. Tenured Faculty, Tenure Track Probationary, and Other Contract Faculty:

- i. Noncompliant faculty shall be provided with an opportunity to schedule a vaccination information counseling session prior to October 15, 2021 with District health staff to discuss any questions about the vaccine they may have.
- ii. Faculty who have not provided the District with proof of being fully vaccinated or have not been granted an approved medical or religious exemption by October 15, 2021 shall be deemed noncompliant.
- iii. Noncompliant faculty shall be allowed to remain working in their Fall 2021 semester assignment on the condition that they submit to twice-weekly COVID-19 testing as set forth in section 8 c below.
- iv. Faculty who remain noncompliant after October 15, 2021, shall be removed from the Spring 2022 schedule or non-instructional assignment, and, subject to the limitations of this section will irrevocably forfeit all bumping rights to specific courses and/or assignments for the Spring 2022 semester.
- v. Faculty members who provide sufficient proof that they are partially vaccinated on or before October 15, 2021 shall retain provisional assignment to all Spring 2022 classes, non-instructional assignments, or work offers to which they are assigned on October 15, 2021, provided they agree to provide proof of full compliance on or before November 15, 2021.
 - 1. Provisionally assigned faculty who fail to submit proof of full vaccination on or before November 15, 2021 shall be considered noncompliant and shall be removed from the Spring 2022 schedule, non-instructional assignment, or work offer, and

shall irrevocably forfeit all bumping rights to specific courses, non-instructional assignments and work offers for the Spring 2022 semester.

- vi. Faculty members who become fully compliant after October 15, 2021, but on or before November 15, 2021, shall receive an assignment or work offer consistent with their contract, but shall not be afforded bumping rights to specific courses, non-instructional assignments or work offers.
- vii. All Contract Faculty who are not in compliance after October 1, 2021 may request an unpaid leave as follows:
 - 1. For the Spring 2022 Semester unpaid leave requests submitted on or before October 15, 2021 shall be granted.
 - 2. For the Spring 2022 Semester unpaid leave requests submitted after October 15, 2021 but on or before November 15, 2021 may be granted at the discretion of the district.
- viii. Faculty who have been granted unpaid leave for the Spring 2022 semester and remain noncompliant after April 1, 2022 may request an additional period of unpaid leave for the Fall 2022 semester as follows:
 - 1. For the Fall 2022 Semester unpaid leave requests submitted on or before April 1, 2022 shall be granted,
 - 2. For the Fall 2022 Semester unpaid leave requests submitted after April 1, 2022 but on or before April 15, 2022 may be granted at the discretion of the district.
- ix. No additional unpaid leaves of absence shall be given.
- x. Faculty members who have requested unpaid leave, and remain noncompliant shall not be permitted to return from any unpaid leave status until they provide proof of full compliance with any vaccine mandate in effect at that time.
- xi. Faculty who are noncompliant, and have exhausted all unpaid leave, or do not request unpaid leave, may be subject to dismissal proceedings in accordance with Education Code 87732 (f) for refusal to comply with the provisions of the Vaccine Mandate. Employees shall be entitled to all due process procedures afforded under the Education Code and the CBA.
- xii. The provisions of Article 8.1.E (1) of the CBA regarding break in service and faculty paid benefits, Article 1 of the CBA regarding Tenure, and the California Education Code Section 87600, et. al., regarding the tenure process shall apply to any employee who takes an

unpaid leave pursuant to this provision and subsequently returns to full academic service.

c. Non-Contract Faculty

- i. Noncompliant faculty shall be provided with an opportunity schedule a vaccination information counseling session prior to October 15, 2021 with District health staff to discuss any questions about the vaccine they may have.
- ii. Faculty who have not provided the District with proof of being fully vaccinated or who have not been granted an approved medical or religious exemption by October 15, 2021 shall be deemed noncompliant.
- iii. Noncompliant faculty shall be allowed to remain working in their Fall 2021 semester assignments and work offers on the condition that they submit to twice-weekly COVID-19 testing as set forth in section 8 c below.
- iv. Faculty who remain noncompliant after October 15, 2021, shall be removed from the Spring 2022 schedule, non-instructional assignment, or work offer, and, subject to the limitations of this section, will irrevocably forfeit all bumping rights to specific courses, non - instructional assignments, or work offers for the Spring 2022 semester.
- v. Faculty members who provide sufficient proof that they are partially vaccinated on or before October 15, 2021 shall retain provisional assignment to all Spring 2022 classes and/or non-instructional assignments and work offers to which they are assigned on October 15, 2021, provided they agree to provide proof of full compliance on or before November 15, 2021.
 1. Provisionally assigned faculty who fail to submit proof of full vaccination on or before November 15, 2021 shall be considered noncompliant and shall be removed from the Spring 2022 schedule, non-instructional assignments and/or work offers and shall irrevocably forfeit all bumping rights to specific courses, non-instructional assignments, and/or work offers for the Spring 2022 semester.
- vi. Faculty members who become compliant after October 15, 2021, but on or before November 15, 2021, shall be eligible to receive an assignment or work offer, but shall not be afforded any rights of seniority or rights to specific courses and/or non-instructional assignments over previously compliant non-contract faculty.

- vii. Faculty members who are noncompliant after November 15, 2021 shall retain the right to submit Assignment Request Forms (ARF) for future semesters, however, shall not be considered for any future assignments or work offers until such time as they provide proof of full compliance with any district vaccine mandate then in effect.
 - viii. Faculty members with Longevity rights shall maintain their Longevity rights under the CBA Article 5.4 for Eight (8) semesters without an assignment.
- d. **Non-Compliance with testing requirements:**
- i. Any faculty member who is required to submit to mandatory COVID- 19 testing who fails to comply shall be subject to the following:
 - 1. The faculty member shall be prohibited from accessing District facilities, physical worksites and other District property,
 - 2. Faculty members may be required to utilize available paid sick leave until they submit to the twice-weekly testing and submit a negative COVID test result to satisfy the missed test.
 - 3. Two or more instances of failure to comply with required COVID-19 testing may be deemed to be willful and may result in disciplinary action under this MOU or the current CBA.
- e. **Parental Leave:** Nothing in this MOU shall alter, reduce or diminish a faculty member's right to take parental leave for which they are otherwise qualified as defined under Article 8 - Leaves of the current CBA, or to which they may be entitled under the California Paid Leave clause of the California Family Rights Act (CFRA), the federal Family Medical Leave Act (FMLA) or other statutorily defined family leaves to which they may otherwise be entitled.
- f. **Sabbatical Leave:** For the purposes and period of this MOU, the following shall apply:
- i. Pending Sabbatical Leave Applications
 - 1. Any faculty member who wishes to be considered for sabbatical leave must be fully compliant with the vaccine mandate on or before November 1, 2021.
 - 2. Pending sabbatical leave applications of any faculty member who is noncompliant on November 1, 2021, shall be rejected.
8. **Safety and Notifications:** The Parties agree that nothing in this MOU shall absolve the District of their ongoing duty to provide a safe working environment for faculty. To that end, notwithstanding the Vaccine Mandate policy the District will continue to provide the following support to faculty in effort to mitigate the spread of COVID-19 and protect the health of faculty.

- a. The District shall continue to follow all OSHA, Cal/OSHA guidelines as well as federal, state and local guidance on workplace safety in regard to COVID-19. Said measures shall include but not be limited to the following:
- b. Mask Requirements. The District policy shall continue to reflect the most restrictive of county, state or federal recommendations at the time.
 - i. In the event mask requirements have been lifted, faculty shall retain the right to wear a mask in the workplace.
 - ii. The District may continue to mandate mask wearing on campus in the absence of current recommendations to do so.
 - iii. The mandate to wear masks indoors on district property shall remain in effect at least until the end of the Fall 2021 semester.
 - iv. In the event that a federal, state, or local governing public health agency imposes a more stringent requirement that conflicts with COVID-safety policies in this MOU, or implementation of these policies, the applicable public health mandate shall supersede the conflicted provision of this policy and shall govern and be implemented.
- c. Mandatory Testing
 - i. Mandatory COVID-19 testing shall be defined as twice-a-week testing
 - ii. The District shall provide on-site testing to faculty at no charge.
 - iii. The following shall submit to mandatory COVID-19 Testing
 - 1. In Fall 2021 Semester, all faculty who are noncompliant and wish to remain in their Fall 2021 assignment.
 - 2. In Fall 2021 and Spring 2022 semesters and thereafter for the duration of this MOU, any faculty member who is unvaccinated and has been granted a medical or religious exemption or is awaiting a determination on their request for exemptions.
 - iv. Any faculty member who is subject to mandatory testing under this section shall be subject to the following procedures effective November 1, 2021.
 - 1. Faculty shall test on 2 non-consecutive weekdays each week.
 - 2. Tests completed on campus by no later than Wednesday will be returned to the tested individual no later than Friday of said testing week.
 - 3. Faculty shall be responsible for uploading their test result to the District no later than noon using their vccd.edu email on Sunday prior to the week in which they wish to access campus or any District facility.
 - 4. Faculty are encouraged to use the MyVCCCD portal app and website to upload their test result, and for campus check in, However, faculty who object to using the app or website on their personal devices, shall be permitted to check in on campus using using a district computer at a campus check in station or district operated electronic check-in procedure.
 - 5. The District shall not be required to provide a paper check in form for employees or students.
 - 6. Faculty who fail to provide weekly test results shall be considered noncompliant and shall be removed from district property and shall

be prohibited from accessing district property or worksites until they are in full compliance with all applicable sections of this MOU.

7. Faculty who are unverified and have not cleared the testing requirements shall not be considered visitors for the purposes of campus screenings and shall not be provided wristbands that signify visitor status.
- v. Any faculty member who is subject to mandatory testing under this section, whose only assignment is online, and who have no duties which require them to access District facilities or District property, and reside in a county that does not share a border with Ventura County shall be exempt from the testing requirements of this MOU, but shall be prohibited from accessing District facilities and property until they show proof of compliance.
 - vi. Test results shall be sent to the faculty member's Student Health Center clinical staff or qualified contractor as outlined in the District COVID protocols.
 - vii. The District will make reasonable efforts to provide testing to faculty during their scheduled working hours, or, in the alternative, where such testing is not available during normal working hours, faculty will be compensated for 30 minutes at their hourly rate for any District required testing. It is the employee's responsibility to make sure the

- testing does not interfere with their faculty responsibilities including classes.
- viii. Faculty receiving a positive COVID-19 test will be required to submit to a PCR test, (if not already completed) and to isolate for a period of time determined in consultation with local health officials and the District's COVID protocols.
 - ix. Faculty members who are exposed to, or test positive for COVID-19, but are asymptomatic and wish to work remotely may be provided the opportunity to do so at the faculty member's request, provided that remote work is possible for the faculty member's position. The District shall make reasonable efforts to ensure the faculty member has the necessary tools and equipment to perform the essential functions of the job remotely as determined by the District.
 - x. Faculty may use COVID-19 supplemental paid sick leave, during isolation if experiencing symptoms or otherwise unable to perform job duties in isolation.
 - xi. Faculty may return from isolation after a period of time determined in consultation with local health officials and the District's COVID protocols.
 - xii. Nothing in this Section shall prohibit a faculty member from exercising their rights under federal, state or local law or safety regulations or Article 7 - Workplace Safety of the CBA, including any right to file a Worker's Compensation claim.
- d. Contact Tracing - The District shall provide written notification to faculty of any COVID-19 exposure or outbreaks in accordance with the Cal/OSHA guidelines and guidelines listed in CA Labor Code Section 6409.6. For the purposes of this section, email shall constitute written notification. Said notification shall include at a minimum:
- i. Specific information regarding a potential exposure:
 - 1. College,
 - 2. campus areas of potential exposure,
 - 3. date, and
 - 4. Time.
 - ii. Faculty who may have been exposed shall submit to a COVID-19 test following the provisions in this section.
 - iii. All notifications under this section must comply with all applicable federal, state and local laws and regulations regarding public disclosure of medical information.

- e. Dashboard - Subject to all confidentiality requirements, the District shall make reasonable effort to provide up-to-date information for each campus and the District Administrative Center on the district and campus websites, including but not limited to:
 - i. Number of positive COVID cases reported by:
 - 1. College
 - 2. Areas of service/campus
 - 3. Dates
 - ii. Number of employees and students currently in quarantine:
 - iii. Number of students and employees who have been exposed
- f. Other Safety Measures - As stated in Administrative Procedure 3506, the District shall take additional actions that decrease the likelihood of COVID-19 transmission or illness and allows the core mission and activities of the campus to continue. In furtherance of executing the Administrative Procedure, the District shall implement the following other safety measures as exceptions to normal operating procedures:
 - i. To further reduce the risk of COVID-19 on District property, facilities and workplace, the District shall
 - 1. Implement a modified, hybrid work schedule: to minimize large cohort, mass exposure incidents as follows:
 - a. Instructional Faculty
 - i. For the remainder of the Fall 2021 Semester, all required instructional faculty office hours may be conducted remotely, from off-site provided the office hours:
 - 1. Utilize some form of technology (e.g. Zoom, live chat) that allows for real-time, synchronous interaction between the faculty member and the student.
 - 2. Faculty may be permitted at their discretion to conduct group office hours with more than one student, if, in the opinion of the faculty member it is pedagogically appropriate.
 - 3. Are regularly scheduled and clearly communicated to students in advance.
 - b. Non-instructional Faculty
 - i. For the remainder of the Fall 2021 Semester, non-instructional faculty may request to work off


- site up to two (2) days per week in order to reduce the risk of mass cohort exposure
 - ii. For the duration of this MOU, the District may choose to extend off-site, remote work options as warranted by local COVID infection rates
 - c. Requests under subsections (b)(i) of this section shall not be unreasonably denied where the faculty member making said request demonstrates that
 - i. The overall work schedule for the faculty member's department will not be significantly negatively impacted
 - ii. The proposed off-site days do not significantly increase the workload or duties of the on-site faculty during that period.
 - iii. The nature of the requesting faculty member's duties and responsibilities are such that they can be reasonably delivered from an off-site location
 - iv. The requesting faculty member possesses, or with reasonable efforts, the District can provide, the necessary tools and equipment, for the faculty member to carry out their duties from an off-site location.
2. Under this section the District shall retain the right of assignment, however, will consider all requests made hereunder in a reasonable manner in order to maximize safety while providing continuity of services for students.
 3. Faculty shall not be allowed to work remotely during the following periods:
 - a. The week beginning November 22, 2021 and ending November 28, 2021
 4. Faculty who are working remotely under this section shall be expected to work their regular schedule. In the event that they will not be available during their regular schedule during a designated remote workday (i.e. illness, jury duty, etc.) faculty will submit a timely absentee report pursuant to District rules and procedures.
9. **Compliance** The Parties acknowledge that government response is evolving and agree to comply with further state or federal legislation or orders as they effect this MOU

and the implementation of the Vaccine Mandate, however; the Parties agree that any future changes shall be the subject of further negotiation.

- 10. Payment** The District agrees to compensate all faculty with a Spring 2022 assignment an additional, one-time lump sum payment of \$300 to be paid on the payroll warrant immediately following the first date of their assignment. This additional compensation is to assist faculty with ongoing adjustments and expenditures resulting from the Covid-19 pandemic. Employees who have not complied with the vaccine mandate as of January 1, 2022 including those who elect to take a leave of absence will not be eligible for any payment.
- 11. Conflict of Language:** The Parties agree that should there be any conflict in the language of this MOU or the interpretation between this MOU and the Vaccine Mandate, this MOU shall control.
- 12. Right to Negotiate:** The Parties agree that working conditions and contractually negotiable issues have been sufficiently negotiated in good faith. However, the Parties further agree that subsequent events may require additional discussion or create additional impacts and effects, said events may include, but are not limited to, subsequent approval of COVID-19 booster vaccines, significant changes in the positivity rate in Ventura County, significant changes in medical guidance issued by federal, state or local public health officials. Therefore, the Parties agree to meet and negotiate over those matters in good faith as needed and or required under the EERA. The parties agree to meet on or before the week of March 21, 2022 to discuss any modifications to this MOU for the following academic year.

For the District:

For Ventura County Federation of
College Teachers, AFT Local 1828:

 11/9/21

Greg Gillespie, Chancellor

Date

 12/14/2021
Ty Gardner, Chief Negotiator Date

TA 10/13/21
Lana L Barroso
Vice Chancellor, HR

