

Memorandum of Understanding  
Redwoods Community College District (District)  
College of the Redwoods Faculty Organization (C.R.F.O.)

The RCCD and CRFO have met to bargain the effects of a Covid-19 vaccination mandate and have agreed to the following:

1. **Requirement:** Starting on October 15th, 2021 all-faculty and associate faculty are required to be fully vaccinated and show proof prior to the start their assignment. People are considered fully vaccinated two weeks after their second dose of the Pfizer BioNTech or Moderna COVID-19 vaccines, or two weeks after the single-dose Johnson & Johnson Janssen COVID-19 vaccine.

2. **Medical and religious objections:** The District shall provide an accommodation process for employees who have a sincere religious objection to vaccination or who are unable to be vaccinated for a bona fide medical reason.

- a. If an employee requests such accommodation, the employee has the right to have a union representative present in the discussion of the accommodation.
- b. Employees granted an accommodation for a sincere religious objection to vaccination or who are unable to be vaccinated for a bona fide medical reason, as outlined in the Board of Trustees' Resolution 782 (attached as Appendix A) will be required to submit to mandated weekly testing.

3. **Consequences for not being vaccinated:** Faculty who are not vaccinated or do not have a medical or religious exemption by January 7, 2022, may be placed on unpaid administrative leave through the Spring 2022 semester. This leave shall not negatively impact any employee evaluation, nor count as a break in service for tenure-track advancement, salary schedule advancement, nor in regard to any other benefits under the parties' CBA or that the District may provide. Unpaid leave shall not result in any part-time faculty member losing their rehire priority. Furthermore, unpaid leave shall not count as a semester without an assignment under Article 15.4.3.2.1, and in regards to this article the last (10) ten semesters prior to the start of unpaid administrative leave shall be used to determine standing at Priority Two when returning to work. Faculty on administrative leave pursuant to this paragraph shall maintain District health benefits through the Spring 2022 semester.

4. **Verification of vaccination status:** Prior to October 15, 2021 all faculty shall provide proof of vaccination through the CR Campus app or to the Human Resources Department. Vaccination verification records shall be kept in an employee medical file separate from the personnel file and shall be kept confidential.

5. **Maintain privacy of vaccination information:** Verification of vaccination status shall be stored by the Human Resources Office in a medical file separate from the employee's personnel file.

6. **Communications to employees:** The District will communicate the terms of this agreement to management and administration and CRFO will communicate to its members.

7. **Vaccine administration:** As of the date of this agreement, all three COVID-19 vaccines are widely available in California, including at public vaccination sites, doctors' offices, and pharmacies.

**8. OSHA and workers' compensation issues:** The District acknowledges that employees who receive the vaccine to comply with its directive are eligible for workers' compensation benefits should they experience an adverse reaction when receiving COVID-19 vaccination at the District's direction. Should employees incur losses due to an adverse reaction to a COVID-19 vaccine received at the District's direction that are not covered by workers' compensation and are demonstrably related to care and treatment from receiving the vaccination and require proof of loss, such as receipts for out-of-pocket expenses, the District agrees to indemnify employees for those losses.

**9. Grievance of vaccination MOU:** Any disputes arising under this Agreement shall be addressed under the grievance procedure of the parties' collective bargaining agreement.

**10. Term of agreement:** This Agreement shall be in effect until the time that Resolution 782 dated August 21, 2021 is rescinded by the RCCD Board of Trustees. This agreement shall be subject to renegotiation by either party for the Fall 2022 semester, if Resolution 782 is still in effect at that time.

For RCCD

Date

For CRFO

Date

  
Keith Flamer (Jan 3, 2022 17:06 PST)

Jan 3, 2022

Keith Flamer – President/Superintendent

  
Michelle Haggerty (Jan 5, 2022 20:05 PST)

Jan 5, 2022

Michelle Haggerty – President

  
Kerry Mayer (Jan 6, 2022 08:50 PST)

Jan 6, 2022

Kerry Mayer – Chief Negotiator RCCD

  
John Johnston (Jan 7, 2022 14:37 PST)

Jan 7, 2022

John Johnston – Chief Negotiator CRFO