

## MEMORANDUM OF UNDERSTANDING

BETWEEN

OLYMPIC COLLEGE

AND THE

OLYMPIC COLLEGE ASSOCIATION OF HIGHER EDUCATION

Olympic College (the “Employer”) and the Olympic College Association of Higher Education (the “Association”) have a mutual interest in maintaining the health and safety of all members of our community. The Employer and the Association recognize that the Washington State Governor’s Proclamation 21-14.1 requires all employees to be fully vaccinated or covered by an exemption and accommodation no later than October 18, 2021.

Therefore, the parties agree as follows:

## Section 1. Exemption Process

- 1.1. Requesting Exemptions. The Employer shall provide faculty instructions for requesting a medical and/or religious exemption. Faculty that desire a medical or religious exemption must follow the procedures established by the Employer.
- 1.2. Medical Exemptions and Reasonable Accommodations. If the faculty has a medical condition that prevents them from receiving the vaccination, they must provide medical documentation from their health care provider that meets the medical exemption requirements set forth in the Washington State Governor’s Proclamation 21-14.1 et seq. If the Employer approves a medical exemption, the Employer shall determine whether the employee can perform the essential functions of their job with an effective reasonable accommodation(s), and, if so, what accommodations will be required. Accommodation determination will be made using the Employer’s process for reviewing disability reasonable accommodation requests and in accordance with applicable law and state and federal guidance.
- 1.3. Religious Exemptions and Reasonable Accommodations. A faculty who has a sincerely held religious belief that prevents them from being vaccinated against COVID-19, in accordance with the Washington State Governor’s Proclamation 21-14.1 et seq., must request an exemption through the Employer’s established exemption procedures. The approval of an exemption is not a guarantee or promise to accommodate. If the Employer approves a religious exemption the Employer may determine whether an effective reasonable accommodation exists to allow the faculty to perform the essential functions of their job without imposing an undue hardship on the Employer.

- 1.4. Documentation and Appeals. The Employer shall document all approvals or denials of exemptions and/or accommodations related to Proclamation 21-14.1 et seq. The Employer shall keep such documentation in a secure and confidential location. The Employer's decision on approval or denial of an exemption or accommodation, or the revocation or modification of an accommodation is not subject to appeal, and, unless in violation of the Collective Bargaining Agreement, will not be subject to the grievance procedure.

## Section 2. Employees Without Proof of Vaccination or Approved Exemption and Accommodation

- 2.1. Dismissal – Tenured, Probationary, and Temporary Full-Time Faculty. If a tenured, probationary, or temporary full-time faculty has not provided proof of vaccination and does not have an approved exemption and accommodation by October 18, 2021, such faculty will be subject to non-disciplinary dismissal as provided in Appendix F of the Collective Bargaining Agreement and RCW 28B.50. Faculty subject to dismissal procedures set forth in Appendix F shall be placed on paid administrative leave on October 18, 2021, pending completion of the dismissal procedure. All dismissal proceedings involving faculty who have not been vaccinated and have not pursued an exemption will be consolidated into a single hearing. If the case goes to hearing, each faculty member will have an opportunity to present their case for the record before a determination on dismissal has been made.
- 2.2. Optional Leave Without Pay. Tenured, probationary, and temporary-full-time faculty may elect to be placed into a leave without pay status effective October 19, 2021, and expiring March 18, 2022. Faculty seeking to exercise this option must provide the employer written notice of such no later than close of business on October 18, 2021. If this option is selected, benefits coverage will end effective November 1, 2021. However, these faculty may choose COBRA to self-pay for benefits through the Health Care Authority. These faculty, while in leave without pay status, who become vaccinated or otherwise eligible to return, may return to their position at the beginning of the quarter following their eligibility. Returning faculty may not displace any faculty member that is currently teaching or contracted to teach, unless the faculty to be displaced agrees to such displacement. Upon return, the Employer shall restore seniority and accrued benefits provided no seniority or benefits may be accrued for the time spent in leave without pay status. If the faculty has not become eligible for employment by March 19, 2022, the Employer will begin to administer dismissal in accordance with the Collective Bargaining Agreement and RCW 28B.50, and paragraph 2.1 above.
- 2.3. Dismissal -Adjunct and Affiliate Adjunct Faculty. Adjunct faculty that have not provided proof of vaccination and do not have an approved exemption and accommodation by close of business on October 18, 2021 will be terminated on October 19, 2021, and will not be eligible for future adjunct contracts or continued fulfillment of their affiliate contract. The Employer shall notify adjunct faculty by mail to the address on file in the Human Resources Office. This notification will include notice of ineligibility and instructions on how to


submit proof of vaccination. If the adjunct faculty provides such proof to the Employer, the adjunct faculty will again become eligible for future assignments. In such a case, at the discretion of the appropriate dean, the adjunct faculty may be returned to their previous course assignment if returning within the same quarter. Returning faculty may not displace any faculty member that is currently teaching or contracted to teach, unless the faculty to be displaced agrees to such displacement.


- 2.4. Retirement. If a faculty is not fully vaccinated or has an approved exemption and accommodation by October 18, 2021, and are qualified to retire based on state requirements, and have submitted retirement paperwork to Human Resources by October 18, 2021, with the intent to retire by December 31, 2021, they may use accrued leave or leave without pay until their retirement date.

### Section 3. Post October 18, 2021, Considerations

- 3.1. Additional Personal Day. Full-time and adjunct faculty that provide vaccination verification or submit a request for an accommodation by October 15, 2021 will be credited one personal leave day. This leave day must be taken within the 2021-2022 calendar year.
- 3.2. High Risk Faculty. The Employer shall consider accommodation requests of faculty in high-risk categories in accordance with the Health Emergency Labor Standards Act (HELSA).
- 3.3. Quarantine. If the faculty's accrued leave is at risk of falling below forty (40) hours they may request shared leave if they are required to isolate or quarantine, and the employer is unable to accommodate an alternative work assignment.
- 3.4. Testing. If the Employer requires faculty to get a COVID-19 test, it shall be done on the Employer's time and expense. If a faculty member tests positive using a rapid test and is sent home to isolate and the confirmation test comes back negative, any use of accrued leave during the isolation period will be credited back to the faculty member's leave bank.
- 3.5. Workload Distribution. The parties recognize the unpredictability of the exact number of faculty that may be dismissed or placed into a leave without pay status. As such, the parties agree that the Employer may take reasonable immediate action to address vacant classes or distribution of essential functions of the college so long as it does not impose additional workload on a faculty member without their consent. The Employer may offer but shall not require faculty to take on additional or "moonlight" courses. Qualified full-time faculty have the right of first refusal for any additional or "moonlight" courses and upon refusal these courses may be offered to adjunct faculty. The Employer shall compensate faculty in accordance with the Collective Bargaining Agreement. The Employer and the Association agree to meet as soon as is practicable after October 18, 2021, to review workload increases that may have occurred.

Nothing in this MOU is intended to waive language or rights under the CBA or law unless the language in this Agreement conflicts with the CBA, in which case this Agreement will be given precedence. The provisions of this MOU may be terminated pursuant to mutual written agreement of the parties or upon final disposition of any dismissal process commenced pursuant to this Agreement.

 10/6/21  
Joshua Masters (for OC)  
Executive Director  
Human Resources  
Olympic College

 10/7/21  
Craig Goodman  
President  
OCAHE