

**Memorandum of Understanding
Response to COVID-19 Pandemic
Fall 2021 Semester**

This agreement is between the Citrus College Faculty Association (“Association”) and the Citrus Community College District (“District”). In response to statewide and local reduction in the community spread of the coronavirus and the increasing percentage of individuals who have become vaccinated, on June 17, 2021, the California Occupational Safety and Health Standards Board (OSHB) adopted revised COVID-19 Prevention Emergency Temporary Standards applicable to work locations, including the District. On June 17, 2021, the Governor signed Executive Order N-09-21, which provides that the new standards announced by the OSHB are effective immediately. Also, effective June 14, 2021, the County of Los Angeles Department of Public Health issued its “A Safer Return Together At Work And In The Community” measures which align with the standards announced by the OSHB and no longer, with the exception of the Protocol for COVID-19 Exposure Management in Institutes of Higher Education, provide specific protocols related to institutes of higher education.

In response to these new guidelines, the District has announced in its Citrus College Reopening Plan: An Incremental Approach, its intent to return additional classes and student services to campus while other classes and student services will continue to be provided remotely. This memorandum of understanding is implemented in order to address the hybrid nature of the delivery of classes and student services during the fall 2021 semester. It is anticipated that by the winter 2022 intersession and spring 2022 semester, the District will return to normal operations for classes and student services.

To implement the hybrid structure for classes and student services for the fall 2021 semester, the District and the Association agree to the following provisions.

1) Faculty Assignments

- a) For the fall 2021 semester, unit members will provide instruction and/or student support services remotely using available online technology, except as indicated below.
- b) Unit members in the areas of health sciences, automotive/medium-heavy truck, kinesiology, visual and performing arts, and science labs may be assigned to teach classes on campus as currently set forth in the fall 2021 semester class schedule.
- c) In addition, unit members assigned to the library and STEM center may be assigned to work on campus.
- d) Counseling services will be provided remotely with some counseling appointments held on campus. Counselors, on a voluntary basis, may be assigned all or a portion of their hours on campus.
- e) Unit members assigned to teach or engage in student services on campus, including the library and health services, may continue to have a portion of their assignment conducted remotely.
- f) In the event the District proposes to move classes or student services on-campus, the District will first meet and discuss any such proposal with the Association.
- g) The District, in accordance with normal operating procedures, will reimburse faculty members for reasonable and necessary expenses related to providing instruction or student support services remotely. In the event that a faculty member needs additional equipment or resources to conduct instruction or student support services online, the

faculty member shall make a request to his/her dean for approval and once approved the District will make the purchase.

2) Full-Time Faculty Pay

- a) Full-time faculty will continue to receive their regular salary based on the salary provisions in the collective bargaining agreement and as currently placed on any full-time faculty salary schedule. The intent is that full-time faculty will continue to receive all pay based on their assignment. Any full-time faculty member on a leave of absence or on sabbatical will continue to be paid in accordance with applicable provisions of the collective bargaining agreement.
- b) For faculty teaching or providing student services on-campus during Fall 2021, additional compensation will be provided for two (2) hours per day for preparation specifically related to COVID-19 requirements and any other COVID-19 related mandates based on the Administrative Leadership rate (\$61.16) currently provided for under the collective bargaining agreement.

These hours will be documented on a timecard. If any additional preparation time is required outside of class meeting times and/or days, it will be documented on a timecard and subject to the oversight of the Division Dean.

- c) In addition to the above, faculty teaching an on-campus lab class that is a make-up lab for students who received an IP grade for any prior semester or intersession, or for any split cohort, compensation for any such lab will be paid at the Administrative Leadership rate found in Appendix P of the collective bargaining agreement.
- d) Written pay warrant stubs will be mailed to the unit member's address on file.

3) Full-Time Faculty Evaluation

- a) Contract (probationary) unit members will be evaluated consistent with the provisions of Article 20 except for the following modifications to Sections 20.4 (b) and 20.4 (c)(3)(4). Meetings of the evaluation committee may be held via Zoom or some other appropriate remote video conferencing technology. The evaluation shall be based on the unit member's professional growth/self-evaluation report, the unit member's portfolio consisting of course syllabi, examples of tests and class handouts for each preparation. In addition, the unit member and her/his evaluation committee may agree to additional evaluation components, such as student evaluations and/or online observation of classes. For unit members in the final year of their third contract, the evaluation shall include a student evaluation component and/or an online classroom observation as determined by the unit member and his/her evaluation committee. Student evaluations will be contingent upon the District's ability to provide an online student evaluation process utilizing the current student evaluation form.

4) Continuity of Collective Bargaining Agreement

All provisions of the collective bargaining agreement, except as may be modified as set forth above, shall continue to be fully operative. In the event that any further modifications to the collective bargaining agreement, board policy or administrative procedures within the scope of bargaining, or any other action impacting issues within the scope of bargaining are needed, the District and the Association will meet remotely to discuss.

5) Faculty Access to Campus and Offices

Unit members will have access to their offices without the need for advance approval consistent with the safety protocols set forth in paragraph 6.

6) On-Campus Safety Protocols

Consistent with the regulations implemented by the OSHB, the following safety measures must be followed while unit members are on campus:

a) Definitions Applicable to these Protocols

- COVID-19 symptoms - means fever of 100.4 degrees Fahrenheit or higher, chills, cough, shortness of breath or difficult breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.
- Face covering (mask) - means a surgical mask, a medical procedure mask, a respirator (N-95 or KN-95) worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers. A face covering has no visible holes or openings and must cover the nose and mouth. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.
- Fully vaccinated - means the District has documented that the unit member received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single dose COVID-19 vaccine. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO).

b) Vaccination Status

The District shall verify the vaccine status of each unit member assigned to on campus classes or student services by requiring each unit member to complete and sign a form in which the unit member will attest to her/his vaccine status (vaccinated or unvaccinated). If a unit member fails to provide such information as to vaccine status, the unit member will be considered as unvaccinated for purposes of these protocols and the District's COVID-19 Prevention Plan. The required form shall be kept in a confidential file maintained in the Office of Human Resources.

In the event the District determines to implement a vaccine requirement for unit members, the District will meet and negotiate with the Association concerning the effects of such decision.

c) Face Coverings

The following is in place for the duration of the required face mask directive issued by the County of Los Angeles Department of Public Health effective July 17, 2021.

- *Unit members, staff, students and the public will be required to wear an appropriate face mask (as defined above) at all times while within a District building and/or facility.*
- *It is the intent of the District to maintain the mask requirement for unit members and students throughout the fall semester. In the event the County of Los Angeles mask mandate is lifted during the Fall 2021 semester, the District and the Association will meet to negotiate the wearing of masks on campus.*
- *Once the County of Los Angeles Department of Public Health rescinds this order, the following face mask requirement, consistent with Cal/OSHA, will be operational:*

The following sets forth the requirements for wearing a face mask while indoors in any District building or facility. The District encourages, consistent with recent recommendations from the County of Los Angeles Department of Public Health, that all individuals, vaccinated and unvaccinated, wear a mask while indoors in campus buildings and facilities.

- Unvaccinated unit members: Unvaccinated unit members shall be required to wear a mask (as described under the definition section) at all times while indoors in any District building or facility, except as follows: 1) when a unit member is alone in a room or vehicle; 2) while eating or drinking indoors maintaining at least a six foot distance from others or while eating outdoors and; 3) a unit member cannot wear a face covering due to a medical or mental health condition or are hearing-impaired (see paragraph e below).
- Vaccinated unit members: Vaccinated unit members are not required to wear a face covering (mask) but may do so at their election.
- District provided face covering: The District will provide unit members (vaccinated or unvaccinated) with an appropriate face covering (mask). The District will provide an N-95 or KN-95 mask upon request.
- Optional wearing of face mask: No unit member will be discouraged from wearing a face covering (mask).
- Exceptions: As set forth above under paragraph (a), a unit member who is exempt from wearing a face mask due to medical or mental health condition or impaired hearing, shall, if unvaccinated or by choice if vaccinated, wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom provided their condition permits. The District will provide such alternative coverings upon request.
- Additional Face Covering: Vaccinated unit members who work at a counter dealing with the public or otherwise come in close contact with the public, will be provided with a face shield that may be worn exclusive of a face covering (mask), or in addition to a face covering (mask).
- Public: Members of the public, including students, will be encouraged to wear a mask when entering a District building or facility. Signage will be posted on the entrance to buildings and facilities, indicating that masks are recommended but required if the individual is unvaccinated.

d) Symptom Checking

- Daily Checks: Before arriving at work, unit members shall be required to conduct a self-symptom check for COVID-19 related symptoms (as defined under the definition section) utilizing the “daily pre-screening” function on the Citrus College mobile app. If a unit member receives a red pass, they must not enter any portion of the campus until cleared through the Health Center. Unit members shall use the mobile app to scan a QR code at each and every building they enter during the course of the work day.
- Travel: Unit members who are unvaccinated and travel outside of California or outside of the United States, upon return from any such travel must self-quarantine for ten (10) days or for seven (7) days if the individual has received a negative COVID-19 test and self-monitor for COVID-19 related symptoms. Unit members who are vaccinated and travel outside of California or outside of the United States are not required to self-quarantine but should self-monitor for COVID-19 related symptoms.
- Student Symptom Pass: Unit members shall validate that a student has a green pass on the Citrus College mobile app symptom checker.

e) COVID-19 Related Sick Leave

The COVID-19 related sick leave provisions, as provided for under Labor Code Sections 248.2 and 248.3, set to expire on September 30, 2021, shall be continued in operation for unit members through December 31, 2021. These provisions provide full-time unit members with 80 hours of additional sick leave which may be taken for one or more of the following reasons:

- An employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19.
- An employee is advised by a healthcare provider to self-quarantine or self-isolate due to concerns related to COVID-19.
- An employee is prohibited from working (or teleworking) by the District due to health concerns related to the potential transmission of COVID-19.
- An employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.
- An employee is experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work (including teleworking).
- An employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- An employee is caring for an individual who is subject to quarantine or isolation order has been advised to self-quarantine or self-isolate, or is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- An employee is caring for a child whose school or place of care is closed, or otherwise unavailable, for reasons related to COVID-19.

f) COVID-19 Testing

Unit members who are assigned to teach or engage in student services on campus will be required to be tested once per week for COVID-19 utilizing a rapid test that will be available at an off-campus facility. The test will be at no cost to the unit member. In addition, unit members may voluntarily receive one additional test each week at no cost. In addition, the District will provide COVID-19 testing, at no cost and during work hours, to unit members who are unvaccinated or who had a close contact in the workplace (as defined under the COVID-19 Prevention Plan).

g) Eating and Drinking

Unit members may take off their mask while eating indoors in a designated break room but should maintain a distance of at least six feet from any other person in the area; distancing is not required while eating outdoors.

h) Support

The District will provide unit members with regular information concerning emotional wellness through the Human Resources Newsletter. Unit members are encouraged to utilize the District provided Employee Assistance Program (EASE) for any emotional support and will provide staff periodic training on COVID-19 and emotional wellness.

i) Training

The District will provide unit members training via a Zoom meeting related to the District's COVID-19 Prevention Plan. In addition, the unit members working on campus will be provided information concerning required student protocols for in-person classes. The District will also provide training concerning required sanitation protocols for spaces used for instruction and/or student services.

j) COVID-19 Prevention Program

The District will provide the Association with a copy of the District's written COVID-19 Prevention Plan.

7. Term of Memorandum of Understanding

This memorandum of understanding will be effective August 16, 2021 and will continue in effect through the fall 2021 semester.

Dated: August 19, 2021

For the District

For the Association