

**Memorandum of Understanding
Response to COVID-19 Pandemic
Winter 2022 Intersession**

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.

This memorandum of understanding is implemented in order to address on-campus classes and student services for the Winter 2022 Intersession.

1) Faculty Assignments

- a) For the Winter 2022 intersession, the District will begin offering more classes and student services on campus, except as noted below.
- b) Counseling services will be provided remotely while some counseling appointments may be held on campus. Counselors, on a voluntary basis, may be assigned all or a portion of their hours on campus.
- c) Unit members assigned to health services and the library may continue to have a portion of their assignment conducted remotely.
- d) 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) 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.

3) Faculty Access to Campus and Offices

Unit members will have access to their offices consistent with the safety protocols set forth in paragraph 4.

4) On-Campus Safety Protocols

Consistent with the regulations implemented by the OSB and guidance from the County of Los Angeles Department of Public Health, 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

By no later than January 3, 2022, unit members who are vaccinated for COVID-19, shall upload proof of vaccination by utilizing the Citrus College mobile app.

Acceptable proof of vaccination (as recommended by the County of Los Angeles Department of Public Health) shall include:

A Vaccine Record Card or Health Record as provided by the CDC (white card), or the World Health Organization (yellow card), or documentation of vaccination from a healthcare provider that provided the COVID-19 vaccine, or a digital vaccination issued by the California Department of Public Health or an approved company (e.g., Healthvana or Carbon Health).

Unit members who, by the beginning of the Winter intersession, do not upload proof of vaccination and undergo regular COVID-19 testing, may subsequently provide proof of vaccination and be released from mandatory testing (when such testing is no longer required for all employees).

In the event that the required COVID-19 weekly testing ends, only unit members who have not provided proof of COVID-19 vaccination will be required to continue to undergo weekly COVID-19 testing as directed by the District.

c) Face Coverings

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.

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.

Student Symptom Pass: Unit members shall validate that a student has a green pass on the Citrus College mobile app symptom checker and that they have scanned the room QR code.

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 which expired on September 30, 2021, shall be continued in operation for unit members through the Winter intersession. These provisions provide 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

For the Winter 2022 intersession, unit members who are assigned to teach or engage in student services on campus will be required to test once per week for COVID-19 utilizing a rapid self-test which will be provided to unit members. 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 to unit members 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 and the safety protocols in place for students and unit members.
- 5) Term of Memorandum of Understanding
This memorandum of understanding will be effective for the 2022 Winter intersession

Dated:

For the District

For the Association