Memorandum of Understanding Response to COVID-19 Pandemic Spring 2022 Semester

This agreement is between the Citrus College Adjunct Faculty Federation ("Federation") and the Citrus Community College District ("District"). This memorandum of understanding is intended to be in compliance with the California Occupational Safety and Health Standards Board (OSHB) revised COVID-19 Prevention Emergency Temporary Standards (and as may be amended), the County of Los Angeles Department of Public Health "A Safer Return Together At Work And In The Community," and with the Guidance for COVID-19 Exposure Management in Institutes of Higher Education last amended on January 7, 2022 (and as may be amended).

This memorandum of understanding is implemented in order to address unique issues not otherwise addressed in the collective bargaining agreement for on-campus and online assignments during the Spring 2022 semester:

1) Adjunct Faculty Assignments

- a) Effective with the Spring 2022 semester, the District will begin offering more classes and student services on campus. It is the intent to return closer to a pre-pandemic level of classes and student services offered on campus consistent with current enrollment trends. It is also recognized that current and future levels of the local spread of the coronavirus may require adjustments to on-campus classes or student services during the course of the Spring 2022 semester.
- b) Unit members will provide instruction and student services on campus and remotely/online consistent with their Spring assignment.
- c) Counseling, Library, and other student-support services will be offered on campus and online in response to student need/demand, as such, hybrid schedules may be made available to unit members.
- d) Reasonable efforts will be made to manage student occupancy in buildings and classrooms and prevent overcrowding.
- e) It is anticipated that during the course of the Spring semester students may develop COVID-19 or be designated as a close contact with a COVID-19 case on campus. This may result in a student being restricted from participating in on-campus classes for a period of time. It is expected that unit members will provide students who have been told they must quarantine and not attend in-person classes for a period of time (typically 10 days) alternative means to participate in the class and assignments. To the extent that hours beyond the normal class meeting time and preparation time for a particular class may be required to implement additional online learning opportunities for quarantined students, unit members will be paid at the hourly salary rate (\$55.21 per hour) for any such hours and subject to prior approval by

the Division Dean. In the event that alternative online means for a quarantined student to participate in a class is not practical and a unit member establishes a make-up on-campus class for this reason, the unit member will be paid at the Administrative Leadership Rate (\$61.16) for the hours of any such make-up class. For additional information concerning student absences please refer to AP 5070.

f) 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.

3) Faculty Access to Campus and Offices

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

4) On-Campus Safety Protocols

Consistent with the regulations implemented by the OSHB 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:

- <u>COVID-19 symptoms</u> means fever of 100.4 degrees Fahrenheit or higher, chills, cough, shortness of breath of 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.
- <u>Face covering (mask)</u> means a surgical mask, a medical procedure mask, or a respirator (N-95 or KN-95). A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or cloth/fabric.
- <u>Fully vaccinated</u> 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).

 For purposes of determining if a unit member who has been identified as a close contact with a COVID-19 case must quarantine for a period of 10 days, the definition of fully vaccinated includes having received a booster dose if eligible.

b) Vaccination Status:

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 Spring 2022 semester, 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. See section f below).

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. It is recommended that face masks be worn outdoors when around other people. The District will provide unit members with an appropriate face covering (mask) and a unit member may request the District to provide a N-95 or KN-95 mask.

d) Symptom Checking:

<u>Daily Checks</u>: 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 workday.

Unit members may also complete the daily pre-screening by going to https://my.citruscollege.edu/launch-task/all/daily-pre-screening and completing the pre-screening questions.

<u>Student Symptom Pass</u>: 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 Spring semester. 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 selfisolate 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 Spring 2022 semester, unit members who are assigned to teach or engage in student services on campus may be required to test once per week for COVID-19 utilizing a rapid self-test or PCR test provided on campus. The test will be at no cost to the unit member. 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 and Exposure Management Plan).

It is the intent of the District to require weekly COVID-19 testing based on the current increased spread of the coronavirus. The District reserves the right to end required weekly COVID-19 testing and implementing weekly testing for only unvaccinated unit members. Any such decision to reduce testing will take into account the current community spread of the coronavirus and recommendations from the County of Los Angeles Department of Public Health.

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.

All classrooms will be equipped with hand sanitizer, disinfectant, and signage indicating COVID-19 related protocols, hand cleaning, and surface cleaning practices. The District will utilize enhanced cleaning products and protocols for all scheduled cleaning.

Prior to the start of the semester, classrooms designated for on-campus instruction will be cleaned and computer equipment will be operational.

On the third week of the Spring semester, the District and the Association shall meet to review the implementation of the provisions of this memorandum of understanding. Further reviews may be conducted as needed.

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.

7. Term of Memorandum of Understanding

This memorandum of understanding will be effective for the Spring 2022 semester.

Dated: March 11, 2022

For the District

For the Federation