

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LOS RIOS COMMUNITY COLLEGE DISTRICT  
AND  
LRCFT

10.28.22

**Topic:**

Effects negotiations related to the withdrawal of the Los Rios Community College District COVID-19 Vaccination requirement.

**Background:**

Since the onset of the COVID-19 pandemic in March of 2020, the parties have worked collaboratively to provide safe and effective learning and work environments for District students and employees. As issues related to COVID-19 continue to evolve and the public health response to COVID-19 transitions into a new phase, the parties agree to continue using their best efforts to meet the health, safety, workplace, and educational interests of students and employees moving forward.

On October 19, 2022, the Los Rios Community College District Board of Trustees adopted a motion that directed the Chancellor, in part, to “take any and all actions necessary to discontinue the COVID-19 vaccine requirement established by Resolution 2021-18 for District employees, students, and others who access District facilities at any district location as soon as practicable.” The parties scheduled effects negotiations related to the withdrawal of the vaccine requirement beginning the week of October 24, 2022. District and LRCFT have negotiated the effects of the withdrawal of the vaccine requirement in good faith, and this MOU sets forth the agreement reached between the parties.

**Agreement:**

It is agreed for the Spring 2023 Semester:

1. **Extension of Emergency Supplemental Sick Leave:** Throughout the COVID-19 pandemic, various legislative enactments have extended COVID-19 related emergency supplemental sick leave provisions for employees (“Emergency Supplemental Sick Leave Program”), and the parties previously agreed to extend the provisions of the Emergency Supplemental Sick Leave Program through December 31, 2022. The parties agree to extend the provisions of the Emergency Supplemental Sick Leave Program through June 30, 2023 for LRCFT bargaining unit members. This extension will ensure that employees continue to have access to the existing Emergency Supplemental Sick Leave Program benefits for a period of time during and after the withdrawal of the vaccination requirement.
2. **Office Hours for Distance Education:** Faculty members teaching distance education courses may choose to hold one (1) online office hour off campus for each twenty percent (20%) distance education full-time teaching load, up to a maximum of three (3) online office hours per week. Per article 4.7.2.2.2. of the contract, full time faculty not teaching distance education courses may choose to hold up to two office hours off-campus. For online office hours, faculty must note the online office hour format, email address, time and day, expectations as to response time, etc., shall be included in the course syllabus.
3. **Availability of At-Home Covid Tests:** The District agrees to make at-home COVID-19 antigen tests (COVID-19 Tests) reasonably available to employees (including both full time and adjunct faculty) upon request and

as-needed through the Spring 2023 semester. COVID Tests shall be made available at each college, and employees shall be able to obtain up to four (4) COVID Tests per month, subject to availability. The parties agree that employees are expected to first obtain COVID-19 Tests from their District-sponsored health plan, to the extent they are available. The District will use its best efforts to provide COVID-19 Tests to employees who are not covered by a District-sponsored health plan, and to supplement, to the extent necessary, the COVID-19 Tests made available to covered employees. The District's provision of COVID-19 Tests is subject to availability, including national and regional supply constraints.

4. **Availability of Disposable Masks:** The District agrees to make disposable masks, including surgical and/or N95 masks, available for employees and students at each college, consistent with the recommendations of public health authorities, including the CDC and the California Department of Public Health. The District's provision of disposable masks is subject to availability, including national and regional supply constraints.
5. **Air Filters and Physical Spaces:** The District has completed the conversion of air filtration and operational run times for air handler units in District facilities to meet air flow and filtration recommendations identified by the CDC and ASHRAE. MERV-13 filters have been installed in 98% of District facilities, and serve to purify the air from virus, including COVID-19. In the locations that District facilities are unable to be fitted with MERV-13 filters, the District agrees to follow CDC and ASHRAE recommendations by operating the HVAC system for a minimum of two hours before occupancy and two hours after occupancy to flush out the entire air volume of the physical space. If LRCFT expresses a concern for the level of airflow in a particular District room or facility, the District agrees to check system operations and airflow in the identified physical space. The District will follow current processes for room airflow checks – facilities personnel will perform a systems check once a work order has been submitted. The District shall provide LRCFT with an updated list of MERV-13 filter installation at District facilities, upon request.

The District agrees to use its best efforts to provide temporary plexiglass barriers for in-person counseling appointments, upon request from a counselor and subject to existing availability at each college. The parties agree that the provision of temporary plexiglass barriers for in-person counseling appointments pursuant to this MOU is limited to existing stock at each college and shall not require the District to purchase any new or additional plexiglass barriers or other materials. The parties understand that temporary plexiglass barriers may not be available for all in-person counseling appointments, and that the unavailability of temporary plexiglass barriers does not relieve any employee of their employment responsibilities.

The District agrees to use its best efforts to make larger physical spaces available for in-person counseling appointments, upon request from a counselor and subject to availability at each college. The parties agree that counselor requests for larger physical spaces for in-person counseling appointments should be made as far in advance as possible, but no later than one week in advance, to allow for physical space coordination and scheduling. The parties understand that alternative physical spaces may not be available for all in-person counseling appointments, and that the unavailability of alternative physical spaces does not relieve any employee of their employment responsibilities.

6. **Positive Case Reporting:** The District agrees to continue following all relevant testing, contact tracing, quarantine, and notification protocols required by CalOSHA, the California Department of Public health, and local public health departments.
7. **Recommended Vaccines, Boosters, and Masks:** The District agrees to strongly encourage District employees and students to obtain COVID-19 vaccines and to remain up-to-date on any booster doses recommended by state and local public health authorities. The District will encourage, but not require, employees to wear masks, unless masks are required by relevant public health authorities.

LRCCD:

Jamey Nye, Deputy Chancellor  
Carrie Bray, Acting Associate Vice  
Chancellor, Human Resources

LRCFT:

Belinda Lum, Chief Negotiator  
Jason Newman, President

11/4/2022