

**2022-23.1 Spring 2023 Memorandum of Understanding
Between Cabrillo Community College District
and
Cabrillo College Federation of Teachers**

This is a Memorandum of Understanding (“MOU” or “Agreement”) between the Cabrillo Community College District (“District” or “Cabrillo”) and the Cabrillo College Federation of Teachers (“CCFT”) collectively referred to as “the Parties” and concerning the continuing COVID-19 impacts and effects on working conditions during the Spring 2023 semester.

I. Recitals

1. The Parties recognize that COVID-19 presents unique challenges to educational institutions, requiring creativity and flexibility on behalf of all Parties. The Parties recognize the need for flexibility to comply with legal mandates, as well as directives/guidance issued by the public health officers, including the California Department of Public Health (“CDPH”), California Division of Occupational Safety and Health (“Cal/OSHA”) and the Public Health Department of Santa Cruz County.
2. The Parties are committed to working together to provide safe working conditions for faculty and all employees of the District as well as a safe learning environment for our students.
3. The Parties acknowledge they have a shared interest in early, clear, consistent, communication to employees, students, and volunteers.
4. Effective February 28, 2023, the Cabrillo Community College District Governing Board of Trustees Resolution 054-22 suspends the COVID-19 State of Emergency within Cabrillo Community College District, suspends the Cabrillo College COVID-19 Emergency Operations Command (EOC), with the exception of technical and financial responsibilities, and returns to regular campus operations.
5. The EOC will continue to exist and meet regularly, moving its focus back to emergency preparedness, safety training, emergency drills, and being at the ready should COVID-19 present itself again as a health emergency, declared by either the CDPH, Public Health Department of Santa Cruz County, or the Governor of California.
6. At the end of the Fall 2022 semester, the EOC announced it would eliminate the requirement that all employees, students, and volunteers must comply with the District’s Covid-19 Immunization Protocol effective January 2023.

II. Agreements

7. **Possible Elimination of Mask Requirement:** The District may decide to eliminate the mask requirement on District premises sometime during the Spring 2023 semester. The Parties acknowledge that changes made mid-semester can be difficult and that some faculty groups have expressed concerns about eliminating the mask requirement. Such groups include Learning Disabilities Specialists, Academic Counseling, ASC Faculty,

Librarians, CTC Faculty, HUB Faculty, and ILC Watsonville. Therefore, if the mask requirement is eliminated, the District agrees that:

- a. It will support a mask-friendly environment and will create and post new signage that articulates that.
 - b. Wearing a mask, even if the requirement is no longer in place, will not result in discrimination or other adverse impacts on employment.
 - c. Any employee may reach out by email or phone call to Krista Kaschalk, Manager, Covid-19 Response & Compliance, at krkasch@cabrillo.edu or 831-234-5804 (cell) or 831-477-3274 (office) to request keeping mask requirements in place in certain areas or for certain conditions. All reasonably compelling requests, such as those made by employees who need to work in close proximity and/or in private spaces with students or others, will be considered.
8. **Testing & Vaccinations:** The District will continue to inform the Cabrillo College community of access to COVID-19 testing, vaccinations, and boosters within the county.
 9. **Signage:** New signage reminding people of the current mask requirements has been disseminated and posted on the District's Covid-19 website. Further, managers have been instructed to regularly monitor their areas to ensure mask signage is in place and that employees and students are complying with the current requirements.
 10. **IIPP:** The District is currently reviewing and will be updating the District Injury & Illness Prevention Plan ("IIPP") with the new Cal/OSHA Covid-19 two-year permanent standards and will be developing information and training materials for rollout of the amended IIPP. This will replace the current District Covid-19 Prevention Plan.
 11. **CDPH Standards for Isolation:** Effective January 2023, the District has adopted the CDPH standards for quarantine/isolation, rather than always requiring ten days isolation as has been the standard over the past several years. This means:
 - a. For COVID-19 cases with symptoms, isolation shall be from two days before the onset of symptoms until ten days have passed (or five days if the employee tests negative on day five or later) and twenty-four hours have passed without a fever, without the use of fever-reducing medications, and symptoms have improved.
 - b. For COVID-19 cases without symptoms, from two days before test specimen was collected through ten days (or through day five if the employee tests negative on day five or later).
 12. **Provision of Masks:** The District will continue to provide surgical and KN/N-95 masks for employees; surgical masks for students and others.
 13. **Other PPE & Testing:** The District will continue to provide hand sanitizer, Covid-19 rapid tests, Covid-19 testing, and on-campus vaccine clinics for employees, students, and volunteers.
 14. **Accommodations:** Employees may continue to seek medical/disability-related reasonable accommodations through the Human Resources Department by contacting Margie Casillas, Benefits Analyst by email at macasill@cabrillo.edu.

- 15. **Air Filtration:** The District will continue to evaluate current building filtrations systems and stand-alone air filters and will establish protocols for replacing filter per manufacturer recommended frequencies.
- 16. **Hybrid Instruction:** The parties agree that, if faculty need to isolate or are otherwise disrupted by COVID-19 conditions from delivering in-person instruction, faculty will have flexibility to deliver adapted online or hybrid instruction and shall not need to use sick days, for up to a maximum of five consecutive calendar days. Students who signed up for in-person classes and who are not able to participate on-line shall not be negatively impacted by this exception, and faculty must work with any such student(s) to ensure alternate ways of participating and/or completion of assigned work.
- 17. **Evaluations:** The District and CCFT agree that reasonable requests for extensions of evaluation process deadlines set forth in section 17.4.2 Summary of Evaluation Deadlines of the Contract shall be granted, whether the request for extension is from the District side or the faculty side.
- 18. **Leaves:** The regular Leave provisions of the Contract shall continue to apply to any faculty leave requests.

III. General Provisions

- 19. **Term.** The Parties agree that this MOU shall expire on May 27, 2023, unless extended or modified by mutual written agreement.
- 20. **Not Precedent Setting.** The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the District’s right to refuse to negotiate matters that are not mandatory subjects of bargaining.
- 21. **Execution.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a full executed Agreement. Signatures through electronic verification, or signatures transmitted by fax or email shall be deemed original signatures.

Date

Date

For Cabrillo Community College District

For Cabrillo College Federation of Teachers (CCFT)