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2 **PASADENA AREA COMMUNITY COLLEGE DISTRICT**

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5 **TO THE**

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7 **PASADENA CITY COLLEGE FACULTY ASSOCIATION**

8 **August 3, 2021**

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10 **Fall Semester 2021 Return to Campus Agreement**

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12 The parties enter into this Supplemental Agreement in their continued response to  
13 the COVID-19 epidemic to (1) continue to follow public health directives, guidance,  
14 and practices, (2) maintain the continuity of the return and (3) ensure faculty are  
15 adequately supported so as to enable this transition.

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17 This Agreement is effective and covers work performed beginning August 23  
18 through December 12, 2021. Should the need for this Side Letter Agreement to  
19 extend beyond Fall Semester 2021, nothing in this agreement shall be precedent  
20 setting in future situations, nor will not bind the Parties in any future action,  
21 whether under similar circumstances or not, and cannot be introduced in any  
22 grievance, arbitration, complaint, administrative, or legal proceeding as evidence  
23 of past practice or intent of the Parties or meaning or application of the collective  
24 bargaining agreement. To the extent this Agreement contains new terms, it  
25 supersedes the parties' COVID Emergency Agreements.

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27 1. During Fall 2021 semester, faculty (teaching and non-instructional) may be  
28 required to work face to face on campus, or another assigned location as  
29 long as it is conducive to the discharge of their responsibilities safely. All  
30 courses with a Form D will be transitioned to online. All face-to-face classes  
31 without a Form D shall be capped at 50% capacity. In cases where this is  
32 not possible, technology or additional faculty assignments shall be employed  
33 to maintain 50% capacity (Room capacities can be found online at "25Live")

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35 All room and building capacities (including but not limited to the library and  
36 support centers) must be capped at 50%. Per Section 9 of this MOU, faculty  
37 and staff, without penalty, shall have the option to require students to comply  
38 with District-established health and safety measures. Faculty will also have  
39 the option to ask a student to leave the room or building if the situation  
40 warrants in accordance with District Administrative Procedure 5500.

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42 2. All non-instructional will be assigned to workspaces that provide appropriate  
43 social distancing. Vaccination status will be verified before services are  
44 provided in-person for all non-instructional settings. For individuals who are  
45 unvaccinated and seeking assistance, the college will provide services  
46 remotely.

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48 Counselors shall work 4 days a week on-site. At least 50% of which can  
49 be performed remotely on-site.

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3. Faculty, who choose, shall be able to participate in institutional or professional activities under Article 5.4.1 of the Collective Bargaining Agreement in a remote work format.

Faculty, who choose, shall be able to conduct office hours in a remote work format in accordance with 5.6.2 of the Collective Bargaining Agreement.

4. As a condition of employment or enrollment, the District shall require vaccinations of all faculty and students by September 30, 2021. Students, who are taking face to face classes on-campus, will need to have at least one vaccination shot by August 30, 2021 with verification of the second vaccination shot by September 13, 2021, allowing for any medical and religious exemptions required by state and Federal law. Students who are not fully vaccinated by September 30, 2021, will be dropped from all their face to face classes. Faculty, who are not exempt and who choose not to be vaccinated shall be placed on unpaid leave for the duration of the semester in which they're unvaccinated, not to exceed two semesters with board approval. Faculty who teach on campus who have exemptions or are non vaccinated must be tested on campus on a weekly basis.

5. The District shall make every attempt to provide vaccination clinics for faculty and students during the term of this agreement. The District has currently scheduled clinics for August 3, 2021, and August 24, 2021. During Fall 2021, should boosters be recommended by city, county, state or federal entities, the District shall host clinics throughout the semester.

6. Advisement hours for additional transitional support shall be renewed for part-time faculty for the Fall 2021 semester. The District and the Association agree to begin discussions regarding health insurance for part-time faculty on July 1, 2021.

7. Masking will be required in indoors public spaces of all persons on campus through December 2021 and beyond if necessary.

8. Work-Stations. The District shall provide clean, sanitized, safe, working spaces in conformance with COVID-19 guidelines and health orders from federal, state, and local public health officers. These guidelines may include, but are not limited to, items such as maximum occupancy of classrooms; appropriate social distancing requirements for all instructional/non-instructional spaces; limits on the number of classes/students allowed on campus and within each building at any given time; limits on hallway and bathroom use; cleaning and disinfecting requirements; and the provision of personal protective equipment (PPE) for faculty and students. In addition, Personal Protective Equipment (PPE) as necessary for any faculty working on campus during this period will be provided. Faculty can also choose to

98 bring their own PPE to their work-stations, so long as the PPE is in  
99 compliance with the above guidelines.  
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101 9. Faculty, without penalty, shall have the authority to require students to  
102 comply with District-established health and safety measures. Faculty will  
103 also have the option to ask a student to leave a classroom/workspace or  
104 cancel a class/meeting if the situation warrants in accordance with District  
105 Administrative Procedure 5500.  
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107 10. The District will provide reasonable accommodations as required under  
108 State and Federal Law for individuals medically unable to take the vaccine.  
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110 11. COVID-19 Exposure. A faculty member may take leave if the member is  
111 unable to work or telework for any of the following reasons:  
112 Caring for themselves: If the faculty member is subject to quarantine or  
113 isolation period related to COVID-19 as defined by an order or guidelines of  
114 the California Department of Public Health, the federal Centers for Disease  
115 Control and Prevention, or a local health officer with jurisdiction over the  
116 workplace, has been advised by a healthcare provider to quarantine, or is  
117 experiencing COVID-19 symptoms and seeking a medical diagnosis.  
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119 Caring for a Family Member: The covered employee is caring for a family  
120 member who is subject to a COVID-19 quarantine or isolation period or has  
121 been advised by a healthcare provider to quarantine due to COVID-19, or is  
122 caring for a child whose school or place of care is closed or unavailable due  
123 to COVID-19 on the premises.  
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125 Vaccine-Related: The covered employee is attending a vaccine appointment  
126 or cannot work or telework due to vaccine-related symptoms.  
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129 Faculty who must be absent from work for more than the allowed 80 hours  
130 will be given an additional 56 sick time hours if the faculty member has been  
131 diagnosed by a health care provider with COVID-19 (or have the ability to  
132 work online if their assignment allows). Faculty who the need to continue  
133 taking extra precautions for themselves and or family/household members  
134 shall be provided with options for further absence from work, including the  
135 ability to work online, as indicated on the "Temporary Modification of  
136 Assignment due to Sick Leave Tracking Authorization" form (Attachment A).  
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138 If additional State or Federal authorization and appropriations for additional  
139 paid sick leave are approved, such as HR 6201 and SB 95, unit members  
140 who utilize paid sick leave for the purposes of quarantine, diagnosis, or  
141 preventative care shall be entitled to a leave credit in those amounts and at  
142 those rates as authorized by law.  
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144 12. Quarantining, contract tracing, and closure procedures shall adhere to City,  
145 County, CALOSHA and State Department of Public Health protocols.  
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147 This MOU is intended to address the impacts and effects of the return to campus  
148 for Fall 2021 as of the date of execution of this agreement. However, the Parties  
149 agree that subsequent events may require additional discussion or create  
150 additional impacts and effects, and any additional changes to workload, calendar,  
151 or access to campus and resources will be negotiated between the parties.  
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154 Signed and entered ~~this~~ 3 day of

155 August  
156 , 2021.

157 FOR THE COLLEGE DISTRICT

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FOR THE ASSOCIATION

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[Mark Whitworth \(Aug 6, 2021 11:08 PDT\)](#)  
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