

MEMORANDUM OF UNDERSTANDING
COVID-19 PUBLIC HEALTH IMPACT
March 21, 2020

This Memorandum of Understanding ("MOU" between the Yuba Community College District ("District") and the Yuba College American Federation of Teachers ("YC-AFT") is made and entered into in order for the Parties to discuss and settle the impacts and effects of any District decision relating to the ongoing COVID-19 pandemic.

This MOU shall be effective from March 16, 2020 through April 10, 2020. Should the need for this MOU extend beyond April 10, 2020, the Parties may mutually agree to extend this Agreement in additional 30-day increments. This agreement does not modify the terms and conditions of employment set forth in the current 2019-2022 Collective Bargaining Agreement between the Parties, shall be non-precedential, and shall not support any claim of a "past practice" resulting from the Local, State, and Federal emergency declarations relating to COVID-19.

The Parties agree:

- 1) The District will inform the Union as soon as practicable should it learn of a confirmed or presumptive COVID-19 infection of District employees or students, or community members utilizing District facilities, to the extent permitted by law.
- 2) The District agrees to provide a safe and sanitary work environment for employees per OSHA regulations and guidance from the Centers for Disease Control. The District will inform its employees of currently prevailing public health recommendations, including hygiene and sanitation, calculated to help prevent the spread of the virus. The District will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are available. The Union will cooperate with the District in any necessary public health actions, including but not limited to those actions recommended by the federal, state and local Departments of Public Health. Employees shall continue to perform their assigned work absent a reasonable belief that such work poses a risk to health or safety.
- 3) In the event a bargaining-unit employee contracts or is exposed to COVID-19 and is directed to quarantine themselves, their pay and benefits may be maintained for the duration of their quarantine subject to the discretion of the Board, pursuant to Education Code § 87765.
- 4) Employees will be granted sick leave as liberally as possible in order to follow public health recommendations to remain at home. Where applicable, this shall include the use of Extended Sick Leave to maintain partial pay and benefits.
- 5) The District shall take reasonable efforts to accommodate requests for the use of any personal leave and other accrued leave.
- 6) In the event any District facility must be closed, or any District operations are modified due to the COVID-19 epidemic, the District will maintain pay and benefits for bargaining-unit employees relative to their regular schedules, and Employees will not be required to use paid sick leave or any other form of paid time off during such an eventuality, provided that Employees maintain their assignments and subject to the following:

- a. During such a closure, employees may be required to work remotely from home or another assigned location. Instructors whose classes cannot be transitioned to instruction may continue to teach in person as permitted by local, state and federal government agencies, and provided that all currently-applicable mitigation efforts to prevent the spread of contagion are observed.
- b. Employees working remotely during a campus closure who become ill may be required to use sick leave, following the provisions in (4) and (5) above.
- c. If the district implements a distance- or home-learning program during a campus closure, all employees will be provided any training, materials, and other resources required to prepare and implement such a program. If course migration to a distance/remote instruction platform is not feasible for any reason, instructors will be required to perform other duties or professional obligations contemplated within their job descriptions and discipline, and will continue to receive their regular pay and benefits.
 - i. Instructional employees will be paid for any scheduled face-to-face courses that were cancelled on March 16 or 17.
 - ii. Instructional employees who teach face-to-face courses, and who are authorized to utilize distance-learning modalities, shall be paid for four (4) extra hours of preparation time to migrate one face-to-face course to online/remote instruction and to transition course materials, and one extra hour of pay for each additional face-to-face course that is migrated and transitioned to online/remote instruction.
 - iii. Requirements to participate in institutional non-teaching duties during any campus closure shall be modified to permit social-distancing practices, including but not limited to, video-conferencing.

This MOU is intended to address the impacts and effects of the current pandemic as of the date of execution of this agreement. However, the Parties agree that subsequent events may require additional discussion or create additional impacts and effects, and any additional changes to workload, calendar, or access to campus and resources will be negotiated between the parties.

Dated: 3/21/2020

By: 
 Elaine Robinson for YCAFT

Dated: 3/25/2020

By: 