



Management Guidelines for Telecommuting and Leaves during COVID-19



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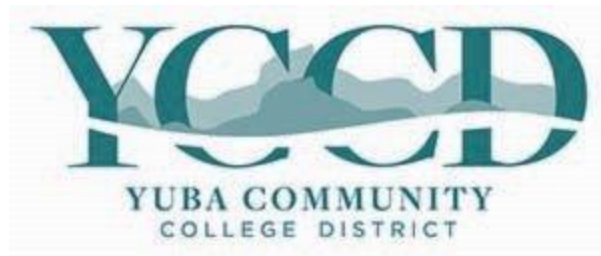
Sick Leave and Family Medical Care Leaves

In addition to Board Policies, Administrative Procedures, and provisions in Collective Bargaining Agreements, there are new laws requiring Community College Districts to provide Emergency Paid Sick Leave to all employees regardless of status and classification.

Emergency Paid Sick Leave

From April 1, 2020 through December 31, 2020, any employee can take Emergency Paid Sick Leave as follows:

- (a) Employees are entitled to Emergency Paid Sick Leave at their regular rate of pay if they are unable to work or telework for the following reasons:
 - (1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
 - (2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
 - (3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- (b) Employees are entitled to Emergency Paid Sick Leave at two-thirds of the employee's regular rate of pay if they are unable to work or telework because:
 - (1) The employee is caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or been advised by a health care provider to self-quarantine due to concerns related to COVID-19 order as described in subparagraph (1) or has been advised as described in paragraph (2).
 - (2) The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the childcare provider of such son or daughter is unavailable, due to COVID-19 precautions.



- (3) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

(c) Emergency Paid Sick Leave terms:

- (1) Leave taken as Emergency Paid Leave is in addition to any other leave accrued and does not accrue beyond 80 hours. Unused leave does not carryover for any employees.

(2) Emergency Paid Sick Leave is subject to the following caps:

- i. \$511/Day and \$5,110 in the Aggregate for the Following Employee-Related COVID-19 Absence Reasons
 1. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
 2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
 3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 - ii. \$200/Day and \$2,000 in the Aggregate for the Following Reasons Related to the Employee Taking Leave to Care for an Individual or Son or Daughter
 1. The employee is caring for an individual who is subject to an order as described in subparagraph (1) or has been advised as described in paragraph (2).
 2. The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the childcare provider of such son or daughter is unavailable, due to COVID-19 precautions.
 3. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor
- (3) Employees may supplement the two-thirds pay with their accrued leaves to achieve 100% of their regular rate of pay.



- (4) The District may deny this leave to any health care provider or emergency responder.
- (5) An employee using Emergency Paid Sick Leave must certify the reason for the leave.
- (6) Emergency Paid Leave is protected when used for the reasons specified in sections (a) and (b).

Family and Medical Care Leaves

Beginning on April 1, 2020, in addition to reasons allowed under the Family and Medical Leave Act, leave is permitted due an inability to work (or telework) due to the care of a child under the Emergency Family and Medical Leave Expansion Act on the following terms. (Sec. 110(a)(2)(A).)

(a) Eligibility

Employees are eligible for up to 12 weeks of job-protected Public Health Emergency Leave if the following requirements are met:

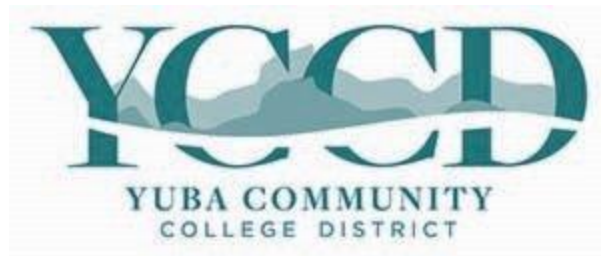
- (1) The employee has worked for the District for at least 30 calendar days, (FMLA Sec. 110(a)(1)(A);
- (2) The employee is unable to work (or telework) due to a need to care for the son or daughter (under 18 years of age) who's school or place of care has been closed, or who's child care provider is unavailable due to a COVID-19 emergency declared by either a Federal, State, or local authority, (FMLA Sec. 110(a)(2)(A) & (B)); and
- (3) The employee provided reasonable notice of the need for the leave.
- (4) Protected Health Emergency Leave is a form of FMLA leave and is not in addition to any other FMLA leave.

(b) Paid Leave

The first 10 days of Emergency Family Medical Leave may consist of unpaid leave unless the employee elects to utilize accumulated leaves, including Emergency Paid Sick Leave in section 804.1 above. For the remaining 10 weeks, an employee is entitled to paid leave at two-thirds of the employee's regular rate of pay. (FMLA Sec. 110(b).) However, paid leave is subject to a cap of \$200 per day and \$10,000 total.

(c) Restoration to Prior Position

Employees out on Emergency Family and Medical Leave are entitled to reinstatement to their prior position unless the position held by the employee does not exist due to



economic conditions or other changes in operating conditions caused by a public health emergency during the period of leave. (FMLA Sec. 110 (d).)

If the District is unable to restore the employee to an equivalent position to the employee's prior position, the District will notify the employee if an equivalent position becomes available within 1-year of either, the date the public health emergency concludes or date which is 12 weeks after the employee started their Emergency Family and Medical Leave, (which ever date is earlier). Notification shall be by regular mail to the employees address on file.

(d) Expiration

The provision of this section shall expire on December 31, 2020 or when the Emergency Family and Medical Leave Expansion Act is no longer effective.

Employees shall request leave as soon as practicable and shall certify the need for leave in writing at the time of the request.

The District may deny this leave to any employee who is a health care provider or emergency responder.



Emergency Telecommuting Protocols

The purpose of these Emergency Telecommuting Protocols is to ensure that essential District functions continue to be performed at an alternative location during the disruption of normal operations. The District will implement these Protocols in keeping with the mission of the District and the respective Department. These Protocols are in response to an emergency and the President, Vice Chancellor, or Designee has the sole discretion to withdraw or change these Protocols if deemed necessary.

The President, Vice Chancellor, or Designee] shall designate and authorize specific times in which an Emergency Telecommuting Agreement (“ETA” or “Agreement”) shall apply. Any ETA is subject to the terms and conditions set forth below.

Eligibility Criteria

Telecommuting is not suitable for all employees or positions. The President, Vice Chancellor, or Designee has the discretion to determine the employees and positions who may telecommute on an emergency basis utilizing criteria that includes, but is not limited to:

1. The operational needs of the employee’s department and the District;
2. The potential for disruption to the District’s functions;
3. The ability of the employee to perform his or her specific job duties from a location separate from his or her District worksite (“Alternate Worksite”) without diminishing the quantity or quality of the work performed;
4. The degree of face-to-face interaction with other District employees and the public that the employee’s position requires;
5. The portability of the employee’s work;
6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;
7. The risk factors associated with performing the employee’s job duties from a location separate from his or her District Worksite;
8. The ability to measure the employee’s work performance from a location separate from his or her District Worksite;
9. The employee’s supervisory responsibilities;
10. The employee’s need for supervision;



11. Other considerations deemed necessary and appropriate by the employee's immediate supervisor, Department Head, and the Chief Human Resources Officer.

Telecommute Assignment:

1. Any ETA is only valid for the time specified in the Agreement. The Agreement is invalid after this time unless the District approves an extension in writing. The District may, in its sole discretion, decide to terminate the Agreement earlier.
2. Employee acknowledges and agrees that the ETA is temporary and subject to the sole discretion of management. The District will approve telecommuting on a case-by-case basis consistent with the eligibility criteria above.
3. Non-exempt employees who are entitled to overtime shall set a work schedule in the ETA, including rest and meal breaks ("Work Schedule"). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Non-exempt employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their District worksite. Non-exempt employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before telecommuting outside his or her normal work hours may face discipline in accordance with the District's policy for working unauthorized overtime.
4. Telecommuting employees are required to be accessible in the same manner as if they are working at their District worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting, or "Alternate Worksite." Employees must be accessible via telephone, email, videoconference, or network access to their supervisor and other District employees while telecommuting, as if working at their District worksite. Employees shall check their District-related business phone messages and emails on a consistent basis, as if working at their District worksite.
5. Employees shall work on a full-time basis, according to the Work Schedule. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his or her supervisor upon request. Employees shall record all non-productive work time on his/her timesheet.
6. While telecommuting, employees shall adhere to the following:
 - a. Be available to the department via telephone or email during all ETA designated work hours.
 - b. Have the Alternate Worksite be quiet and reasonably free of distractions, with reliable and secure internet or wireless access.



- c. All periods of employees' unavailability must be approved in advance by management in accordance with department policy and documented on the appropriate leave of absence slip.
- d. Employees shall ensure dependent care will not interfere with work responsibilities.
- e. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
- f. If the District has provided District owned equipment, employees agree to follow the District's policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to District owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

General Duties, Obligations, and Responsibilities:

Employees must adhere to the provisions set forth in these Protocols and the terms of the ETA. Any deviation from the ETA requires prior written approval from the District.

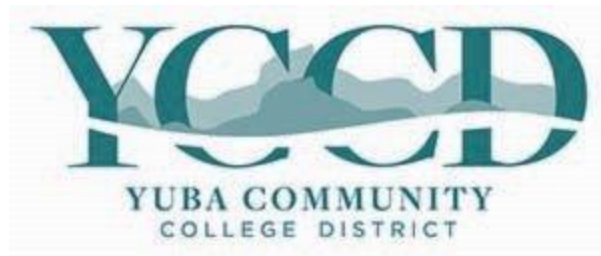
- 1. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all District and departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official District documents and directives.
- 2. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of District employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other District employees and the public.
- 3. Employees shall ensure that all official District documents are retained and maintained according to the normal operating procedures in the same manner as if working at a District worksite.
- 4. Employees may receive approval to use personal computer equipment or be provided with District issued equipment at the sole discretion of President, Vice Chancellor, or Designee.
- 5. The District shall not be responsible for costs associated with the use of computer or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (*e.g.*, utilities associated with the employee's telecommuting).
- 6. Employees may receive a virtual private network ("VPN") account, as approved by their Supervisor or Chief Technology Officer.



7. Employees shall continue to abide by practices, policies, and procedures for requests of sick, vacation and other leaves of absences. Requests to take vacation or take other time off from work must be pre-approved in writing by each employee's supervisor. If an employee becomes ill while working under an ETA, he/she shall notify his/her supervisor immediately and record on his/her timesheet any hours not worked due to incapacitation.
8. Requests to work overtime must be approved in advance, in writing Supervisor at his or her sole discretion. These requests will be severely limited to extraordinary circumstances. A non-exempt employee who fails to secure written authorization before working overtime may face discipline in accordance with the District's policy for working unauthorized overtime.
9. Employees must take reasonable precautions to ensure their devices (*e.g.*, computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the District's network and must close or secure all connections to District desktop or system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work for the District. Employees must maintain adequate firewall and security protection on all such devices used to conduct District work from the Alternate Worksite.
10. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the District's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to the District at the termination of the ETA or upon request by their supervisor, President, Vice Chancellor, or Designee, or Office of Human Resources.
11. Employees' salary and benefits remain unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. The District shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.
12. All of Employees' existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of this Agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.



13. Any breach of the telecommuting agreement by the employee may result in termination of the Agreement or disciplinary action, up to and including termination of employment.



Emergency Telecommuting Agreement

Yuba Community College District (YCCD) encourages Staff to consider ways of implementing social distancing as a method to minimize the spread of the COVID-19 virus (referred to throughout this document as the current health situation). One such option for social distancing is telecommuting on a temporary basis where management has determined that such temporary telecommuting is appropriate and viable. This Temporary Telecommuting Agreement (Agreement) should be used in all instances in which management has determined that an employee may temporarily telecommute as a means of social distancing. This Agreement provides the flexibility needed to adjust to any changing circumstances as the current health situation continues to evolve.

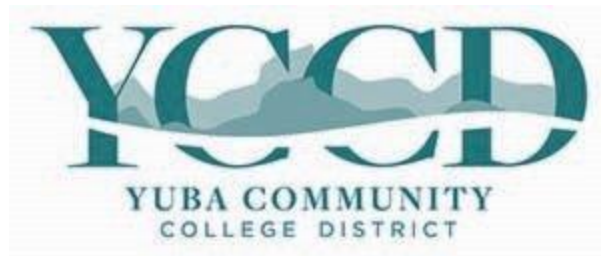
This Agreement is between YCCD and _____ ("you") and must be signed and approved by the employee's manager and copy of the agreement submitted to the Office of Human Resources. Note that having successfully engaged in temporary telecommuting pursuant to this Agreement does not require management to agree to any future telecommuting.

- A. We (YCCD and you) agree that you will temporarily telecommute on the following schedule: the following days: _____ with the following frequency (such as each week, every other week, each month, etc., beginning on _____. You understand that this agreement to permit you to telecommute is a temporary measure only and will be reviewed continuously during the period in which YCCD encourages social distancing as a measure intended to minimize spread of the current health situation. Accordingly, YCCD may alter this schedule or end the temporary telecommuting agreement at any time at its discretion.
- B. You agree to maintain a presence with your department (Manager) while temporarily telecommuting. Presence may be maintained in the manner and using the technology, directed by the Manager, which remains readily available such as by laptop computer, mobile phone, email, messaging application, videoconferencing, instant messaging and/or text messaging at all times during the times the department expects or requires you to work. You are expected to maintain the same response times as if you were at your regular YCCD work location. You will make yourself available to physically attend scheduled work meetings as requested or required by the department.
- C. This temporary telecommuting agreement will begin on _____ and will remain in effect until _____, unless altered or terminated at any time as



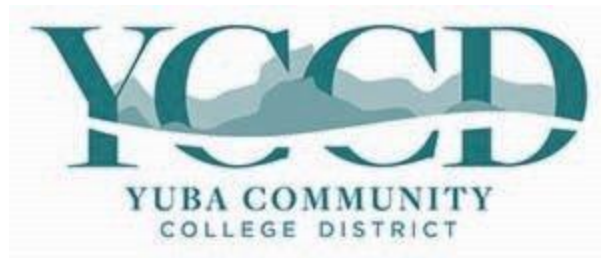
described in paragraph A above.

- D. While temporarily telecommuting, you will work just as if you were in your regular YCCD work location and maintain productivity, performance, communication and responsiveness standards as if you were not temporarily telecommuting. This Agreement does not change the basic terms and conditions of your employment at YCCD. You will perform all of your duties as set forth in your job description, as well as those additional and/or different duties that may be assigned from time to time. Further, you remain obligated to comply with all District/College (as well as the department's) policies and procedures.
- E. If you are a non-exempt employee, you are not to work overtime without prior approval from your supervisor, and you are required to take your rest and meal breaks while telecommuting in full compliance with your collective bargaining agreement or management handbook. You agree to follow such procedures as your manager, or you may establish in order to minimize the likelihood of interruptions or delays to your rest or meal breaks in a way that causes a violation. You are required to notify your manager within one business day if you believe you were unable to take a rest or meal break in full compliance on a day on which you telecommuted.
- F. You will be solely responsible for the configuration of and all of the expenses associated with your telecommuting workspace and all services unless the department expressly agrees otherwise. This includes ensuring and maintaining an ergonomically appropriate and safe telecommuting worksite. Additional resources are available to you to assist you in assessing and maintaining your telecommuting worksite in a safe and ergonomically appropriate manner, and you agree that you will utilize these resources for that purpose. See [ergonomic workstation set up flyer](#).
- G. All injuries incurred by you during hours you are working and all illnesses that are job-related must be reported promptly. Additional information concerning YCCD's workers compensation process is found at the HR Forms site: <https://php.yccd.edu/hr/viewform.php?id=101>
- H. Generally, you are required to use mobile devices (for example, laptops, tablets, and, if approved or required by the department) owned and issued by YCCD. If your department has approved you to use a personal mobile device while



telecommuting, you must consult with IT to arrange appropriate set up of the mobile device(s). You are prohibited from tampering with any software, firmware or hardware provided by YCCD or loaded onto your personal mobile devices to enable you to perform YCCD work. Regardless of whether using personal or YCCD-owned mobile devices for YCCD work while telecommuting, you are responsible at all times for the access, use and security of those mobile devices. Approval to use non-YCCD issued mobile devices can be revoked at any time.

- I. By signing this Agreement, you are also confirming you have read, understood and will comply with all provisions of YCCD in connection with your telecommuting arrangement, including, but not limited to:
 - 1) [BP 2715](#): Code of Conduct;
 - 2) [BP 2710/AP 2710](#): Staff Policy on Conflict of Commitment and Interest;
 - 3) [BP 5040](#): Privacy Policies;
 - 4) [BP 7130](#): Compensation of Staff Employees;
 - 5) [BP 3720/AP 3720](#): Computer Use;
 - 6) [Accident and Incident Reporting](#); and
 - 7) [AP 3721](#): Electronic Tools for Communication
- J. You acknowledge that if your manager deems that this temporary telecommuting agreement is not working effectively or as envisioned, management may adjust or end the temporary telecommuting arrangement at any time. Management will strive to provide at least 24 hours' advance notice of any changes to the temporary telecommuting agreement.
- K. You agree that, effective when you begin temporarily telecommuting under this Agreement, you will be telecommuting from the following City and State:_____. The best phone number to contact you is: _____. You agree to notify the department in writing within three calendar days of any changes to the City and/or State or contact information from which you will be temporarily telecommuting, along with the effective date(s) and duration of such change. You understand YCCD will rely on this information in determining its compliance with any local laws and ordinances while you are temporarily telecommuting.



UNDERSTOOD AND AGREED:

Employee's Name and Title

Date

Employee's Supervisor's Name and Title

Date

Submit the completed and executed Agreement to Office of Human Resources



Employee Certification to Return to Work After Exhibiting Symptoms of COVID-19 or Suspicion of Having or Being Exposed to COVID-19

(May be used if a Doctor's Note is not practicable)

I, _____, certify that I have been free of fever (a "fever" is defined as 100.4° F [37.8° C] or greater using an oral thermometer), signs of a fever, and any other COVID-19 related symptoms (*e.g.*, cough or shortness of breath) for at least 72 hours, without the use of fever-reducing or other symptom-altering medicines (*e.g.*, cough suppressants) and, at least 7 days have passed since symptoms first appeared. I understand that if I do show further signs of having COVID-19 (*e.g.*, fever, cough, or shortness of breath), I must inform my supervisor immediately and the District may either direct me to stay away from work or may require me to undergo a fitness for duty examination at the District's expense and according to the District's policy regarding fitness for duty examinations.

Signature

Date



Notice of Directive to Employee not to Return to Work and Use Sick Leave or other Leave Balance

CONFIDENTIAL MEMORANDUM

To:
From:
Date:
Re: NOTICE OF DIRECTIVE TO EMPLOYEE TO NOT RETURN TO WORK AND OPPORTUNITY TO USE SICK OR OTHER LEAVE

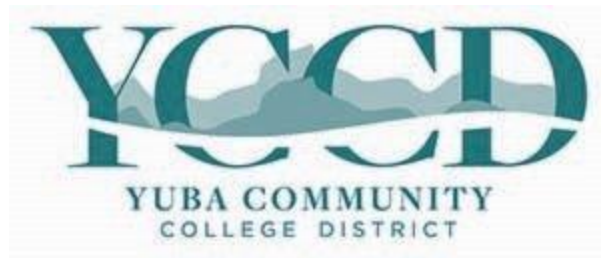
The Yuba Community College District has a duty under the law, including the California Occupational Safety and Health Act, to maintain safe and healthy working conditions for employees. As part of the District's obligation to provide a safe work environment for all employees, the District has directed you to stay home because you are exhibiting symptoms of COVID-19 or you were or may have been exposed to COVID-19. Specifically, the District is directing that you do not come to work because of the following:

- (1) Symptoms associated with COVID-19 (such as fever, defined as 100.4° F [37.8° C] or greater using an oral thermometer, coughing or shortness of breath);
- (2) Severity of such symptoms;
- (3) Travel to or through areas with level 3 or higher area as defined by the CDC or travel on a cruise ship;
- (4) Close contact with affected individuals, defined as
 - a) being within approximately 6 feet (2 meters) of a person diagnosed with COVID-19 for a prolonged period of time; close contact can occur while caring for, living with, visiting, or sharing a healthcare waiting area or room with a person diagnosed with COVID-19, or b) having direct contact with infectious secretions of a person diagnosed with COVID-19 (e.g., being coughed on);
- (5) Positive test for COVID-19

You may not return to work until you provide a certification from your treating physician that the symptoms are non-communicable or, if that is not practicable, provide a certification on a form provided by the District that you are free of fever, signs of a fever, and any other symptoms of COVID-19 for at least 72 hours, without the use of fever-reducing or other symptom-altering medicines (*e.g.*, cough suppressants) and, at least 7 days have passed since symptoms first appeared. .

This action is based on the National and State declarations of emergency, as well as guidance by the CDC for the prevention of transmission of COVID-19.

If you wish to be paid during this leave, you will need to use your available sick leave balance, and any other leave balance available to you.



RIGHT TO RESPOND

You may provide a written or verbal response to this Notice. Your written response must be received by the CHRO within five (5) working days prior to your return to work.

If you wish to provide a verbal response, you must advise the CHRO of that fact -by contacting Ana Villagrana at (530) 741-6976 no later than the close of business of _____. The Chief Human Resources Officer will set up a conference for you to present any response to this Notice after you return to work.

This conference is not designed to be a formal evidentiary hearing, but you may be represented by legal counsel or another individual of your choice.

Your failure to provide a written response or to request a conference will constitute a **waiver** of your right to provide a response. Accordingly, the CHRO's decision to either sustain, modify, or reject this action will be based upon a review of this Notice.

The CHRO shall provide you with written notice of his/her determination within 3 day work days of the response conference.

SIGNATURE: _____



Employee Certification of Need for Paid Emergency Sick Leave

I, _____, certify that I am unable to work (or telework) for one of the following reasons:

_____ I am subject to a Federal, State, or local quarantine or isolation order related to COVID-19.

_____ I have been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

_____ I am experiencing symptoms of COVID-19 (*e.g.*, fever [defined as 100.4° F [37.8° C] or greater using an oral thermometer], coughing, and/or shortness of breath) and seeking a medical diagnosis.

_____ I am caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

Relationship to individual _____

_____ I am caring for my child whose school or place of care has been closed, or whose childcare provider is unavailable, due to COVID-19 precautions.

_____ I am experiencing another substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

I understand that if my circumstances change, I must immediately inform my supervisor and the District and I may be directed to report back to work (or telework).

Signature

Date



Employee Certification of Need for Emergency Family and Medical Leave

I, _____, certify that I have a child who is under the age of 18, whose school or place of care has been closed, or whose child care provider is unavailable due to a COVID-19 emergency declared by either a Federal, State, or local authority. Due to the need to care for my child, I am unable to work (or telework). I understand that if my childcare needs change, I must immediately inform my supervisor and the Human Resources Director and I may be directed to report back to work (or telework).

Signature

Date