

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE YUBA COMMUNITY COLLEGE DISTRICT
AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER 283
COVID-19 RESPONSE
May 21, 2020**

This memorandum is agreed between the Yuba Community College District ("District") and the California School Employees Association and its Chapter 283 ("CSEA") (together "Parties") concerning the District's response to the coronavirus (COVID-19) epidemic.

The Parties recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its personnel. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. The Parties acknowledge that all members of the campus community are responsible for mitigating the spread of infectious diseases, and that care should be taken to identify potential exposure and prevent the spread of the disease. The parties further agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the Parties agree as follows:

- 1) To the extent permitted by law, the District will inform the bargaining unit as soon as practicable should it learn of a confirmed or likely COVID-19 infection of District employees or students, and at which campus or worksite said infection was found.
- 2) The District will endeavor to provide information and, if possible, within the anticipated timeframe, provide training to its employees regarding the various public health measures, hygiene, and sanitation that may help prevent the spread of the virus.
- 3) The District will continue to ensure that its facilities have the necessary supplies for preventive sanitation measures (soap and water; disposable towels or tissues; hand sanitizer). CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals and immediate redirection of work efforts to address instances in which the spread of the virus may be heightened. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety.
- 4) Effective immediately, in the event that any classified employee (or a member of his or her household) has symptoms of COVID-19/Coronavirus (e.g. fever, cough, shortness of breath or difficulty breathing, fatigue), the classified employee must self-quarantine away from all District facilities for a period beginning at the start of symptoms and continuing for at least two-weeks. Classified employees who self-quarantine based upon advice or while seeking a diagnosis from a health care provider after exhibiting symptoms will not be charged accrued leave of any kind for the first 80 hours, in accordance with HR 6201 (Families First Coronavirus Response Act). Similarly, those employees who have been advised to self-quarantine for reasonable cause, including being over age 65 or having a compromised immune system or other similar medical condition, will be granted the same 80 hours of leave, consistent with HR 6201. CSEA will notify its members of the College's commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.

In the event that employees must be absent from work for more than the 80 hours allotted above due to symptoms or illness related to the COVID-19, they shall be provided with options for further absence from work on the "Temporary Modification of Assignment due to Sick Leave Tracking Authorization" form (Attachment A).

If additional State or Federal authorization and appropriations for additional paid sick leave are approved, such as HR 6201, unit members who utilize paid sick leave for the purposes of quarantine, diagnosis, or preventative care shall be entitled to a leave credit in those amounts and at those rates as authorized by law.

- 5) In the event any District facility must be closed, or any District operations are curtailed due to the COVID-19 epidemic, CSEA bargaining-unit employees will be provided with all reasonable efforts to identify available leave balances or alternative work arrangements so as to mitigate any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Employees who are not ill will not be required to use paid sick leave during such an eventuality. However, employees desiring to be relieved from duty must identify an accrued or available leave balance from which the District will deduct leave credit in order to remain in paid status as indicated in the attached Temporary Modification of Assignment due to Sick Leave form. (Attachment A.)
- 6) In the event that an Employee in the bargaining unit is directed to work from home, including performing administrative tasks, responding to electronic correspondence, and/or participating in audio- or video-conferencing, or is otherwise directed to leave the worksite but remain available to return to work, the Employee will be compensated for their regular hours of work for the entire period in which they are directed to remain available to work.
- 7) In the event the District moves to distance education, in whole or in part due to the epidemic, the District will keep CSEA informed of any changes to its operations due to the emergency adoption of distance education, including of any increased need for Information Technology/Information Systems services or for any other operations that could potentially be performed by classified employees, and will promptly respond to further requests to bargain over such issues.
- 8) The District may seek to add additional school days to this school year or next year. To the extent that any additional instructional days may extend the work-year of unit employees, the District will identify those positions necessary to the District's mission and agrees to meet and negotiate with the union as required by law.
- 9) Classified unit members who are physically required to come to a YCCD site during the closures or curtailment to perform their duties, shall receive their regular wages for the hours worked as well as any overtime that may arise as a result of the actual work.
- 10) The District shall comply with requests by employees who are parents to deal with a childcare provider or school emergency caused by COVID-19-related closure in conformity with Labor Code section 233 and 245, as well as other State and Federal law (including HR 6201).
- 11) Unit members shall have until July 31, 2020, in which to use vacation days for 2019-2020 accrued in excess of the two (2) year limit set forth in Article 8.8.13..

This MOU is intended to address the impacts and effects of the current COVID-19 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,

102 calendar, or access to campus and resources will be negotiated between the parties to the extent required
103 by law under the circumstances.

104
105 The terms of this MOU shall be non-precedential and shall not create a past-practice with respect to
106 leave use policies. The Parties agree and understand that this MOU shall expire on December 31, 2020,
107 or after the current public-health crisis has subsided, which shall be determined in relation to any Local,
108 County, State, and Federal order involving quarantine, a declared state of emergency, or similar
109 pronouncements, whichever occurs first.

110
111 Dated: 05/28/2020
112 _____

By:  _____
For District

113
114
115
116 Dated: 5.28.2020
117 _____

By:  _____
For the Association

118
119