

1 **REVISED MEMORANDUM OF UNDERSTANDING BETWEEN**
2 **THE YUBA COMMUNITY COLLEGE DISTRICT AND**
3 **THE FACULTY ASSOCIATION OF THE YUBA COMMUNITY COLLEGE DISTRICT**
4 **May 25, 2021**

5
6 **COVID-19 – SPRING 2020**
7

8 This Memorandum of Understanding (MOU) is entered into by and between the Yuba Community
9 College District (“District”) and the Faculty Association of the Yuba Community College District
10 (“FAYCCD”), referred to collectively as the “parties,” pursuant to the Education Employment
11 Relations Act and the Collective Bargaining Contract between the parties. The purpose of this
12 MOU is to address distributive education as a result of the COVID-19 pandemic and the local,
13 State, and Federal emergency declarations made in response to the pandemic during the Spring
14 2020 semester.

15
16 The parties agree that beginning on March 18, 2020, and continuing through the last day of the
17 Spring 2020 semester, the following shall apply:

18
19 1. **Instructional Faculty:**

20
21 Unit members who were required on or after March 18, 2020, to convert courses that were
22 scheduled in the Spring 2020 semester as face-to-face to distance education where some or
23 all face-to-face class time is replaced with web-based tools, due to state and local
24 emergency declarations related to the COVID-19 pandemic, shall receive a stipend in the
25 amount of \$125 per load unit and EP unit. Faculty who teach more than one class/section of
26 the same course shall be paid an additional \$50 per unit for any additional classes/sections
27 that were converted. A stacked course counts as a single class/section for purposes of this
28 compensation.

29
30 Unit members who were required on or after March 18, 2020, to convert courses during the
31 Spring 2020 semester that were scheduled as face-to-face, ITV, point-to-point, or broadcast
32 to Online, but who had previously been compensated for converting the same course to
33 Online as defined in Article 10.2.2 and in accordance with each college senate and
34 distributive education committee requirements, shall receive a stipend in the amount of \$50
35 per load unit and EP unit.

36
37 Any Unit Member who counts time spent in transitioning a face-to-face class as flex credit
38 shall have the stipend amount reduced accordingly.

39
40 2. **Non-Instructional Faculty:** During the Spring 2020 semester, all non-instructional unit
41 members shall receive a stipend in the amount of \$50 per load unit up to a maximum of 15
42 load units for increased workload as a result of the onset of the COVID-19 pandemic during
43 the Spring 2020 semester.

44
45 3. All stipends shall be paid in the next payroll following the end of each semester.

46
47 This MOU is intended to resolve negotiable impacts and effects currently known, existing, and
48 related to the District’s actions and decisions with regard to Distance Education due to the
49 COVID-19 pandemic for the Spring 2020 semester.
50

51 The Parties further agree that this MOU shall expire and be of no further effect on the last day
52 of the Spring 2020 semester. The Parties agree that subsequent events may require additional
53 discussion or create additional impacts and effects, and they agree to meet and negotiate over
54 those matters in good faith.

55
56 The parties agree that this MOU does not set precedent and may not be utilized as the basis for
57 any current or future claim of a past practice.

58 Signed and entered into this 25 day of May, 2021.

59
60
61 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

62 *Dolly M Green, PhD Interim AVC-HR*
63 Dolly M Green, PhD Interim AVC-HR (May 27, 2021 09:55 PDT)

Georganna O'Keefe-Schwering

64 *Kuldeep Kaur*

65 _____

66 *Sonja Lolland*
67 Sonja Lolland (May 27, 2021 11:39 PDT)

68 _____

69 _____

70 _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE YUBA COMMUNITY COLLEGE DISTRICT AND
THE FACULTY ASSOCIATION OF THE YUBA COMMUNITY COLLEGE DISTRICT
May 25, 2021**

COVID-19 2020-2021 / Fall 2021

This Memorandum of Understanding (MOU) is entered into by and between the Yuba Community College District ("District") and the Faculty Association of the Yuba Community College District ("FAYCCD"), referred to collectively as the "parties," pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties. The purpose of this MOU is to address distributive education as a result of the COVID-19 pandemic and the local, State, and Federal emergency declarations made in response to the pandemic during the 2020-2021 academic year and Fall 2021 semester.

The parties agree that for the 2020-2021 academic year and Fall 2021 semester only, the following shall apply:

1. The District shall continue to follow State and local health and safety guidelines in place for reopening classes, including facial coverings and other PPE, social distancing, and cleaning protocols as set forth in the District's Reopening Plan.
2. Online Courses:
 - a. Faculty who received a stipend for converting a course to remote teaching in the Spring of 2020 shall not be deemed to have previously taught the course online.
 - b. All individual faculty shall be required to complete the validation/POCR review process in at least one course by the end of the 2021-2022 academic year in order to continue to be assigned online courses.
 - c. All faculty shall be required to submit each course to be offered online after June 30, 2022 to their respective Distance Education Committees for validation and/or POCR review by December 31, 2021.
 - d. All certified validators/POCR reviewers shall receive a stipend of \$250 for each complete online class they review. Certified validators/POCR reviewers who only review sections of the rubric rather than complete classes shall receive a stipend of \$50 for each of the rubric areas they review per online class. Regardless of how divided, the maximum total stipend shall not exceed \$500 per class reviewed.
 - e. Exceptions to the above timelines may be made on a case-by-case basis by the Dean or appropriate administrator under emergency circumstances.
3. Full-time faculty members who have a documented need for accommodation in accordance with the ADA, SB-95, and other state and federal laws may consult with their appropriate administrator to discuss alternative assignments. A good faith effort will be made to reasonably accommodate the request.

- 52 4. Evaluations:
53
54 a. Tenured faculty evaluations currently scheduled for the Fall 2020 may be moved to
55 the Spring 2021 Semester by mutual agreement between the faculty member and
56 appropriate administrator. The FAYCCD and District task force shall continue to
57 update the student evaluation process and feedback form for the 2020-2021
58 Academic Year.
59
60 b. All tenure-track faculty will be evaluated during the Fall 2020 semester. The
61 FAYCCD and District task force shall continue to update the student evaluation
62 process and feedback form for the 2020-2021 Academic Year.
63
64 c. Evaluations for the Fall 2021 semester shall proceed according to the terms of the
65 collective bargaining agreement.
66
67 5. Unit Members have the option of conducting office hours virtually or face-to-face to the
68 extent practicable.
69
70 6. Unit Members currently scheduled (as of the date of this MOU) to teach more than 60%
71 load online in Fall 2021 shall remain exempt from online load restrictions indicated in
72 Article 10.4.3.
73
74 7. Convocation will be in person at all locations absent a change in guidance from health
75 officers. All other District and College meetings shall have a virtual option to the extent
76 practicable.
77
78 8. Faculty may submit requests to the help desk for technology and/or equipment needed
79 to fulfill their assigned duties. The District shall, in its discretion, provide reasonably
80 necessary equipment, such as computers, webcams, or tablets that will reasonably
81 assist faculty in effectively conducting online instruction. Alternatively, facilities and
82 resources may be made available on campus for faculty to perform their duties, upon
83 request and subject to space limitations.
84
85 Faculty shall request access in advance as early as possible, but with a minimum of 24-
86 hour notice and subject to approval by the appropriate administrator, in order to ensure
87 social distancing and facilities sanitation in compliance with CDC guidelines. Faculty will
88 be expected to maintain health and safety standards, including social distancing.
89
90 9. Faculty shall have the authority to require students to comply with District-established
91 health and safety measures; including following social distancing protocol and wearing
92 facial coverings. Faculty will also have the option to ask a student to leave a classroom
93 or cancel a class if the situation warrants after the appropriate steps have been taken
94 according to District protocols.
95

96 This MOU is intended to resolve negotiable impacts and effects currently known, existing, and
97 related to the District's actions and decisions with regard to Distance Education due to the
98 COVID-19 pandemic for the 2020-2021 academic year and Fall 2021 semester.
99

100 Except for the timelines in Paragraph 2, the Parties further agree that this MOU shall expire and
101 be of no further effect on the last day of the Fall 2021 semester or upon the lifting of State and
102 local emergency orders. It is further agreed that if it appears that emergency orders will be in

103 place for the Spring 2022 semester, the parties will meet to reevaluate the MOU during the Fall
104 2021 semester.

105
106 The Parties agree that subsequent events may require additional discussion or create additional
107 impacts and effects, and they agree to meet and negotiate over those matters in good faith.
108

109 The parties agree that this MOU does not set precedent and may not be utilized as the basis for
110 any current or future claim of a past practice.

111 Signed and entered into this 25 day of May, 2021.
112

113 FOR THE COLLEGE DISTRICT
114
115 *Dolly M Green, PhD Interim AVC-HR*
116 Dolly M Green, PhD Interim AVC-HR (May 27, 2021 09:55 PDT)

117 *Kuldeep Kaur*

118 _____

119 *Sonja Lolland*

120 Sonja Lolland (May 27, 2021 11:39 PDT)

121 _____

122 _____

123 _____

FOR THE ASSOCIATION

Georganna O'Keefe-Schwering
