

COVID-19 IMPACTS ON FACULTY (SPRING & SUMMER 2020)

SIDE LETTER AGREEMENT

The parties enter into this agreement in response to the COVID-19 epidemic to (1) slow the spread of COVID-19 by following public health directives, guidance, and practices, (2) maintain the continuity of instruction, and (3) maintaining the pay, benefits and employment status of employees.

This Agreement is effective Monday, March 16, 2020 through August 15, 2020. Should the need for this Side Letter Agreement extend beyond August 15, 2020, the Parties may mutually agree to extend this Agreement in additional 45-day increments, or longer by mutual agreement. Nothing in this agreement shall be precedent setting in future situations.

When the timeframe for this agreement has ended, either by the August 15, 2020 deadline or the mutually agreed upon extension between the YCCD and YFA, the YCCD Chancellor or his designee shall inform the YFA President via email of the District's formal intention to cease implementation of YCCD Board Resolution No. 2019-20.04 (Board Resolution Declaring Emergency and Authorizing Necessary Actions—Novel Coronavirus COVID-19).

REMOTE OPERATIONS

The parties acknowledge that the decision to, and the effects of, a college/district shift to remote operations are negotiable, as they affect: wages, hours, and working conditions.

1. The District will inform the Union as soon as practicable should it learn of a confirmed or likely COVID-19 infection of District employees, students, and/or community members utilizing District facilities.
2. The District shall provide clean, sanitized, safe working conditions and necessary personal protective equipment (PPE) for any faculty working on campus during the campus remote operations. Additionally, faculty will be permitted to bring their own PPE to campus.
3. Upon request from a faculty member, and when the District determines it is safe, the District will provide controlled access to faculty offices, classrooms, instructional labs or workstations to allow the faculty access to remove personal possessions, documents or other materials needed by the faculty to continue instruction or other duties remotely. The faculty, with approval from their immediate administrator, may also check out District-owned equipment necessary for instruction.

4. The District will maintain pay and benefits for faculty for their work assignment for the period of remote instruction required due to the COVID-19 pandemic. Unless specified in item 4.b below, faculty members will not be required to use paid sick leave or any other form of paid time off during remote operation.
 - a. During remote operation, faculty may be required to work remotely from home, or another assigned location as long as it is conducive to the discharge of their responsibilities and those responsibilities can be delivered in a remote modality.
 - b. Faculty working remotely who become ill may be required to use sick and/or accrued leave, following the provisions under the Accommodations section below.

ACCOMMODATIONS

1. The District will provide reasonable accommodations for remote work as required by State and Federal law and 2009 EEOC guidance for pandemic: https://www.eeoc.gov/facts/pandemic_flu.htm
2. In the event a faculty member contracts or is exposed to COVID-19 and is directed to quarantine themselves, his/her pay and benefits shall be maintained for the duration of his/her quarantine in accordance with District Leave Policies and state and federal employee leave laws.
3. Faculty who are otherwise ill and/or may be susceptible to the virus or deemed at higher risk according to the CDC (<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html>), and/or have family situations where COVID-19 negatively impacts their ability to effectively deliver services, will be granted leave as liberally as possible in order to follow public health recommendations to remain at home. Where applicable, this shall include the use of accrued leaves, e.g., Vacation, Personal Necessity Leave, Sick Leave, Extended Sick Leave and/or Catastrophic Leave provisions to maintain full pay and benefits. The District may require a doctor's note.
4. The District will make effort to accommodate reasonable requests by faculty who are parents to deal with their childcare provider or an emergency at their child's school caused by COVID-19-related closure, consistent with Labor Code section 230.8. This includes use of any personal leave and other accrued leave.

FACULTY EVALUATIONS, BREAK IN SERVICE AND TENURE

1. By mutual agreement between a faculty member and the immediate supervisor, evaluations can be completed as scheduled. Otherwise, the requirement for faculty evaluations shall be suspended during any remote operation of instruction.

2. The period of any remote operation shall not count as a break in service for the purposes of obtaining regular status under the Education Code, or eligibility for any benefit, including sabbatical leave or early retirement.
3. The tenure process and timeline shall not be affected by any remote operation.

COURSE CONVERSION & EDUCATIONAL PROGRAM DETAILS

1. Parties agree that nothing included herein shall be precedent setting. Course conversion to online/remote modalities are in response to, and for the duration of, the COVID-19 Pandemic, only.
2. Compensation for any additional work beyond the scheduled academic year and/or beyond faculty contractual requirements shall be negotiated between the parties. If the District implements a distance- or home-learning program during remote operations, faculty shall be provided any training, materials, and other resources required to prepare and implement such a program.
3. Course conversion to online/remote modalities are in response to the COVID-19 pandemic. Faculty do not have to continue teaching their course in an online modality at the conclusion of the pandemic, however, if they wish to do so, and are following existing District guidelines concerning online instruction and a permanent DE addendum exists, following the principles of academic freedom, they should be able to teach their course as they chose to do so.
4. If course migration to a distance/online platform is not feasible due to the nature of instruction, faculty will be held harmless and will continue to receive their regular pay and benefits.
5. Details of impact on specific programs and program delivery, e.g. labs, shall be negotiated between the parties, including provisions for those teachers and students unable to participate due to lack of access or learning differences.

WORKLOAD, ACADEMIC CALENDAR CHANGES & ACCESS TO CAMPUS

1. Any additional changes to workload, calendar, semester extensions, or access to campus and resources shall be negotiated between the parties.

EMERGENCY POWERS

1. On March 17, 2020, the Yosemite Community College District Board of Trustees approved Emergency Resolution No. 19-20.04 in response to the COVID-19 Pandemic. YFA preserves its rights to negotiate and its role as the bargaining agent of faculty. YFA

agrees to make the union bargaining team immediately available to bargain administrative decisions and effects.

2. On March 26, 2020 YFA formally made a Request to Negotiate Potential Future Impacts of COVID-19, via email. YFA has expressed its interest to negotiate any impacts of the closure, i.e. calendar/DE changes/etc., immediately upon its request.

Dated: 04/22/20

Dated: 4/22/20



Henry Yong, YCCD Chancellor
Yosemite Community College District



Shelley Akiona, YFA President
Yosemite Faculty Association

Revision: 04.22.20 (9:55am GH/SA)