

Side Letter Agreement
between the
All Faculty Association
and
Sonoma County Junior College District
regarding

Effects of District Emergency Action Due to Coronavirus Pandemic
June 1, 2020

This Side Letter is made by and between the Sonoma County Junior College District ("District") and the All Faculty Association ("AFA"). The purpose of this Side Letter is to address the effects on working conditions resulting from the District's action to operate the instructional program and student services remotely through the end of the Fall 2020 semester, consistent with its authority under the EERA to act in case of business necessity. This Side Letter is anticipated to be in effect for the Summer and Fall 2020 terms.

On March 18, 2020, the Sonoma County Health Officer issued a Shelter in Place Order.

On March 19, 2020, the State of California issued a Shelter in Place Order.

On March 24, 2020, the Sonoma County Junior College District proclaimed a state of emergency.

On April 30, 2020, President Chong advised the college community of the following decision: "SRJC will continue to operate the instructional program and student services remotely through the end of the fall semester."

On May 24, 2020, Santa Rosa Junior College received approval from the Sonoma County Health Officer to reopen the Public Safety Training Center and Health Sciences programs under Governor Newsom's Executive Order N-33-20 that designated "Essential Critical Infrastructure Workers" to help ensure continuity of functions critical to public health and safety. As such, training first responders is covered under Sector 8: "Government Operations and Other Community-Based Essential Functions" as an essential workforce where remote work is not practical or allowed by regulations. This includes: "Workers and instructors supporting academies and training facilities and courses for the purpose of graduating students and cadets that comprise the essential workforce for all identified critical sectors." COVID-19 In-Person Instruction Protocols for Summer 2020 (effective June 1 through August 12, 2020) were negotiated between AFA and the District.

The Sonoma County Department of Health Services Orders are amended as the COVID-19 pandemic evolves. A list of all orders issued since March 17 can be found at: <https://socoemergency.org/emergency/novel-coronavirus/health-orders/> .

- A. Temporary Measure with No Binding Effect.** AFA and the District acknowledge and agree that the current transition to a remote service format is temporary, and for the purpose of implementing preventative measures in compliance with the sheltering-in-place orders, while continuing to provide instruction to the students of Santa Rosa Junior College. AFA and the District will negotiate terms and conditions for in-person instruction for courses that require hands-on instruction, should the offering of those course be approved by the Sonoma County Department of Health Services. Nothing in this agreement will prohibit the District from exercising its right of assignment. These measures, and the terms of this agreement, shall apply only through Fall 2020.
- B. Provision of Information.** The District will provide AFA with the following information for Summer and Fall terms as soon as it becomes available, and will provide timely updates of changes:
1. The list of classes/courses identified for remote instruction
 2. A list of classes/courses which the District cancels during the COVID-19 emergency because the courses can be offered only with some in-person instruction and for which in-person instruction is not permitted.
- C. Faculty workload, compensation, and working conditions during the remote modality service period.** During the COVID-19 emergency and temporary suspension of normal College operations, completion of weekly instruction, office hours, and college service may not be possible. Accordingly, the parties agree and understand:
1. With the exception of classes that require in-person instruction and that the Sonoma County Department of Health Services approves for face-to-face meetings, all Summer and Fall 2020 classes and student services will continue to be delivered through a remote modality.
 2. Faculty members using synchronous instruction may require students to attend "real time" remote learning sessions only during times published in the schedule of classes. Faculty members have the right to require a level of student participation that they deem appropriate for their courses, which may include requiring students to use video conferencing or other technologies by which students are visibly present.
 3. Faculty members will ensure that classes converted to remote modalities meet the CCC attendance accounting guidelines. The District will provide these guidelines for reference. If a faculty member's section is selected in an external audit, the faculty member will provide to the District any necessary information regarding attendance accounting.
 4. Allied assignments will be conducted through a remote modality. It is understood that the scheduling of such activities may deviate from their regular scheduling. All scheduling changes of allied assignments will be mutually agreed upon between the faculty member and the supervising administrator.
 5. Faculty members will conduct contractual office hours through remote modalities. Office hours may be synchronous or asynchronous.
 6. Contract faculty members may need to reallocate hours normally reserved for college service and professional development to maintain their remote teaching or student services obligations. In these cases, the faculty member may determine which college service and professional development commitments are essential and

participate in those, and non-participation is without prejudice. Faculty members may use excess hours expended to transition to and maintain remote instruction or services to fulfill flex obligations or for PGI credit.

7. Contract faculty members whose courses can be offered only with some in-person instruction and for which in-person instruction is not permitted will have their contract loads met by the District according to 32.02.C.2. Disagreements over whether a course cannot be taught will be settled between discipline faculty and the VPAA.
8. AFA and the District agree to negotiate over additional compensation for faculty members who transition courses and student services to remote modalities in Summer and Fall 2020.

D. Use of District Facilities. Faculty members will have access to their offices to retrieve materials and may also use District facilities to facilitate remote learning or for in-person instruction permitted by the Sonoma County Department of Public Health and scheduled by the District.

1. Any faculty member who uses a District facility must comply with the Sonoma County Department of Health Services orders and protocols negotiated with AFA.
 - a. All persons will wear facial coverings before they enter any indoor facility or any enclosed open space, or while outdoors when unable to maintain a six-foot distance from another person at all times.
 - b. Anyone coming to District sites must perform a symptoms self-check.
 - c. Anyone coming to District sites must follow required social distancing protocols.
2. The District will provide a clean and safe working environment for any faculty member designated to use on-site spaces that the District authorizes for use in facilitating remote learning or approved in-person instruction.
3. No faculty member will be expected or required to come to District sites if such requirement violates the Order or recommended protocols of a national, State of California, or Sonoma County public health official to shelter in place, quarantine, or self-isolate. AFA and the District agree to reenter negotiations if orders from public officials are inconsistent with recommendations from the science community. This Side Letter does not preclude the District exercising its authority to require employees to provide service as per the California Emergency Services Act and/or in conformance with applicable national, State, or County orders.

E. Leaves and Substitutes

1. The District shall adhere to and provide all leaves required by the Families First Coronavirus Response Act and any other applicable laws in addition to any other statutory or contractual leaves to which faculty members are entitled.
2. Faculty members who decline to teach or provide student services remotely may go on full or partial leave.
3. Faculty members who go on leave must notify their Department Chair and Supervising Administrator as soon as possible.
4. Partial leaves will be used for discrete assignments whenever possible.
5. Compensation during leaves.
 - a. Faculty members may use accrued personal necessity leave.
 - b. Faculty members may use accrued sick leave as personal necessity leave.

- c. The expansion of personal necessity leave beyond the contractually allowed 11 days per year, and the use of accrued sick leave for personal necessity leave, will not be precedent setting.
- d. If a faculty member exhausts all of their accrued personal necessity leave, they may use donated faculty sick leave to remain on paid leave (see §E.6).
- 6. The parties agree to establish a faculty leave-donation bank, and faculty members who do not have enough accrued personal necessity leave to cover their absence will be eligible for sick leave coverage from this bank. AFA and the District will negotiate the terms of use in a separate side letter.
- 7. When no other leaves are available, a faculty member may submit a written request for a full or partial unpaid leave of absence to the appropriate Vice President for recommendation to the Board of Trustees.
- 8. Substitutes may be employed to replace faculty members on leave. These substitute assignments will be considered short-term substitute assignments, per §29.04.B, as they are for the specified and known duration of the leave. Therefore, the load will count against the 67% cap. Some substitute assignments may be subject to Article 29.04.C. All substitute assignments will be considered temporary increases and will not increase the established load of the faculty member serving as the substitute.

F. Faculty evaluations

- 1. Faculty members who teach summers only and are scheduled for Summer 2020 evaluations may postpone their evaluations to Summer 2021. Faculty members scheduled for follow-up evaluations in Summer 2020 will be evaluated on subject matter content only (see F.2)
- 2. Faculty members who transition to a remote modality will not be evaluated on their use of the remote technology or teaching methodologies. Evaluations that take place in Fall 2020 will be limited to subject matter competency only; use of remote technology or teaching methodologies will not be evaluated. Evaluations that base negative ratings on anything other than subject matter competency will be set aside.

G. Faculty work calendar. Currently, the faculty work calendar remains unchanged. Changes to the work calendar may be negotiated as necessary.

H. Working conditions for modified methods of instruction

- 1. AFA and the District acknowledge that materials and modalities in modified courses may not be accessible to all students, including those with disabilities. In lieu of special expertise, training, and accessibility standards normally applied to online courses, the District will support any accommodations that are necessary for students.
- 2. Faculty members will conduct their classes in accordance with Article 17.04.B.5.

3. Faculty Privacy Rights.

- a. Instruction and student services.
 - (1) Faculty members maintain the same right to privacy regardless of the method they are using to provide remote instruction or student services, equivalent to their right to privacy in delivering classroom-based instruction or in-person student services.

- (2) The District will announce to students that they are prohibited from recording remote class sessions, taking screen-shots of live class sessions, saving chats, and engaging in any other activity that captures virtual learning experience. The District’s announcement will state that capturing remote instruction or student services without express permission violates other students’ and faculty members’ privacy rights. It is considered an “act of misconduct” for a student to “use any electronic listening or recording device in any classroom without the prior consent of the instructor, except as necessary to provide reasonable auxiliary aids and academic accommodations to a student with a disability or make a video recording, audio recording, take photographs, or streaming audio/video of any person in a location where the person has a reasonable expectation of privacy, without that person’s knowledge and express consent.”
 - b. Faculty members also maintain all other existing privacy rights.
- 4. Faculty members retain academic freedom and intellectual property rights in modifying their classes for remote instruction, to the same extent as in delivering classroom-based instruction.
- 5. None of the conversion to remote instruction shall be precedent setting. Once in-person instruction resumes, no faculty member shall be compelled to teach remotely. Once face-to-face instruction resumes, approval for online courses will revert to the existing process. This Side Letter is not intended to change the terms of the current collective bargaining agreement/contract but is instead a one-time, non-precedent-setting agreement that neither party may use as the basis of a past practice.

I. Sabbatical Leaves

- 1. Faculty members may postpone currently scheduled sabbatical leaves that are affected by the pandemic. Any faculty member wishing to choose a different semester to take the sabbatical leave must notify their department chair before the schedule is developed for the semester that they were originally scheduled to be on leave. If the 10-percent rule applies for the new semester of the sabbatical leave, the faculty member originally scheduled for the semester will have priority.
 - 2. Faculty members may alter sabbatical projects affected by the pandemic. Faculty members wishing to modify their original sabbatical proposal will notify the co-chairs of the Sabbatical Committee.
- J. AFA and the District agree to continue negotiations over additional matters within the scope of representation as well as impacts and effects of District decisions affecting matters within the scope of representation for the Summer and Fall 2020 terms, including but not limited to workload, class size, scheduling of hourly assignments, contract faculty load, special assignments, safety, evaluations, and tenure review.

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/Signature on original/

Sean Martin, President
All Faculty Association

Dr. Frank Chong, Superintendent/President
Sonoma County Junior College District