

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

Effects of District Emergency Action Due to Coronavirus Pandemic
July 16, 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." These programs are approved to remain open through Fall 2020. COVID-19 in-Person Instruction Protocols for Fall 2020 will be negotiated between AFA and the District.

As of the date of this side letter, all other in-person higher education is directed to remain closed statewide (see <https://covid19.ca.gov/education/> and

<https://covid19.ca.gov/roadmap-counties/>) except where supporting essential workforce activities (<https://covid19.ca.gov/essential-workforce>), including providing “training and instruction for the essential workforce.” AFA and the District will negotiate COVID-19 in-person instruction protocols for all courses/programs approved for in-person instruction in Fall 2020.

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 instruction and 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 courses 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. Workload, compensation, and working conditions

1. **District Operations.** The District’s decision to operate the majority of programs and services remotely through the end of the Fall 2020 semester is final and will not be changed even in the event that the shelter-in-place order is lifted. Faculty members who are teaching remotely will not be required to come to campus before the end of the Fall 2020 semester. In the event that the COVID crisis worsens or there is another disaster event such as a wildfire or Public Safety Power Shutoff that affects the District’s ability to operate, it may be necessary for the District to close. If the District closes, all instruction and services, including those operating remotely, will be suspended during the emergency time period.
2. Sections withheld from, or published as restricted and assigned to “Faculty” in the Fall 2020 Schedule of Classes due to the Health Order’s prohibition of in-person instruction will be assigned to faculty members in the event that it becomes possible to offer those courses. These “remaining assignments” will not be considered “new or increased assignments.” After contract load obligations have been met, all “remaining assignments” will be made according to Article 16.03.C, following the Length-of-Service list to meet established loads first when there is sufficient load available. “Remaining assignments” not accepted by the faculty member within three working days will be offered to the next faculty member on the length-of-service list.
3. Contract faculty members may opt to “load balance” beyond the current lower limit of 73% set forth in 32.02.C.2. Provided that the total negative contract load balance at the end of the Fall 2020 semester does not exceed 54 percent, the faculty member may carry a load as low as 60 percent for

Fall 2020 only. The District retains the right to assign the faculty member a contract load of up to 127% in future semesters or to convert future overload assignments into contract load (32.02.C.4) in order to reduce the accumulated negative load balance. Faculty members intending to retire before December 31, 2021 will not be eligible to load balance beyond the existing 73% lower limit.

4. In lieu of using paid leaves or load balancing to cover an absence, contract faculty members who have banked load available may use the banked load per 32.07.
5. **In Progress Classes.** Per Ed Code §55023, the "IP" symbol may be used only in those courses which normally extend beyond the end of an academic term.
 - a. The "IP" symbol indicates that work is "in progress," but that assignment of an evaluative symbol (grade) must await completion of the course. When courses extend beyond the normal end of an academic term, a new section is created in the following term. This new section is treated as a new and separate section for the new term and is given load based on the hours of lecture and lab remaining. Assigning In Progress sections to faculty members will follow existing contract language as specified in Article 16.03.C. In an unanticipated emergency, In Progress is an option to protect students and help them complete. In Progress is subject to VPAA approval. In this situation, compensation will be negotiated.
 - b. In limited circumstances, In Progress is pre-approved for academy-based programs that extend beyond the academic term.
6. Special Assignments (to maintain contract load for Fall 2020) may include mentoring of new faculty, curriculum overhaul, department-identified work, District-identified projects, or self-proposed projects in support of departments and the District. The special assignment will be mutually agreeable to the faculty member and the District and is subject to VPAA approval. Each hour of an approved special assignment has 0.1632 percent load as specified in Article 32, Table 32-1. The District will provide AFA with a list identifying approved special assignments, the faculty members assigned, and the load for each assignment.

A. Benefits

1. Adjunct faculty members who are currently participating in the Adjunct Medical Benefits Program (AMBP) will maintain eligibility for the program during the 2020-2021 academic year, even if the faculty member's load drops below the 40% threshold required by the state-funded program. In order to continue to be eligible to receive health benefits, adjunct faculty members must have an assignment in the District or be on an approved leave during the Fall 2020 and Spring 2021 enrollment periods. All hourly assignments remain subject to Article 16.

B. Leaves

1. Faculty members who were listed on one of the proofs for the Summer or Fall 2020 schedules, or who can provide other verification that they would have had an assignment, but who declined to teach in Summer or Fall 2020 before the leave options were negotiated in the June 1, 2020 side letter may still opt to use leaves. Faculty members in this situation will notify their department chairs or, in departments that do not have department chairs, supervising administrators and have their name reinstated in the schedule for the purposes of utilizing the leave. For teaching assignments, the reinstated faculty member will become the instructor of record. The faculty member who actually performs the assignment will have the load counted toward an increase in established load, if applicable.
2. The District and AFA agree to establish a Personal Necessity Faculty Leave Donation Bank. Faculty members who decline to teach an assigned class in Summer or Fall 2020 may use Personal Necessity Leave to remain in paid status. In the event that a faculty member may not have a sufficient amount of accrued sick leave, the faculty member may apply for donated leave through the Personal Necessity Leave Donation Bank with the following conditions:
 - a. Faculty members will be eligible to use donated leave to cover up to 20% of their absence. All of the faculty member's accrued and advanced paid leaves must be exhausted in order for the donated leave to be applied. Applications for the use of donated leave will be accepted via provided form until August 10, 2020, and the donated leave received by August 19, 2020 will be distributed equally among applicants based on the availability of hours donated and the number of applicants. Applicants are encouraged to verify their eligibility with Human Resources. Human Resources will provide faculty applicants a definitive calculation of hours they are entitled to only after the donation deadline.
 - b. Faculty members who go on unpaid leave must notify their Department Chair and Supervising Administrator as soon as possible. In cases where no donated hours 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. (See Side Letter dated June 1, 2020, Leaves and Substitutes).
 - c. Faculty members may contribute sick leave credit in hourly increments from their accrued sick leave balance via a provided form for the purpose of donating hours to faculty members who are eligible to use the Personal Necessity Faculty Leave Donation Bank. The deadline for donations is August 19, 2020. A contract or adjunct faculty member may not make donations that reduce their accrued sick leave to less than eighty (80) hours or thirty (30) hours, respectively. Donations of

sick leave hours are irrevocable. Any unused donated hours will be added to the Catastrophic Leave Bank.

- d. The District Human Resources Department will solicit applications for the use of donated leave as well as sick leave donations from faculty members. The District will maintain records for the Personal Necessity Faculty Leave Bank.
3. Contract faculty members who decline to teach an assigned class or perform an assigned allied assignment may opt to take a full or partial unpaid leave in lieu of using accrued sick leave, subject to Article 18.06. The faculty member's salary will be prorated by the amount of the unpaid leave, and the faculty member will retain full benefits. Faculty members who go on unpaid leave must notify their Department Chair and Supervising Administrator as soon as possible, and submit a written request to the appropriate Vice President for recommendation to the Board of Trustees. (See AFA/District Side Letter dated June 1, 2020 §E.3, 6)

C. In-person instruction for courses that cannot be offered using a remote modality

1. AFA and the District acknowledge that safety is the highest priority, and that the District will not offer face-to-face instruction without authorization by State and County Health Orders and unless it can do so safely.
2. AFA and the District agree that the following criteria will be applied to determine which courses that cannot be fully offered using a remote modality will be approved for face-to-face instruction:
 - a. The course is offered in a low-traffic facility, with very few building occupants.
 - b. The course is offered in a facility that easily allows for social distancing.
 - c. The course is offered outdoors.
 - d. The course is regulated by an outside agency that does not allow the course to be taught 100% remotely.
 - e. The course is needed for completion of a certificate, degree, or transfer.
 - f. The course is required for a program that has three or more sequenced pre-requisites, or the course is a prerequisite that would hold students back from taking three or more future courses.
 - g. The course is necessary to the training of "essential workers" (see list by sector at <https://covid19.ca.gov/img/EssentialCriticalInfrastructureWorkers.pdf>)
 - h. Not offering the course would cause a program to be reduced to such an extent that it would not be functional, and therefore not serve students.

- i. Testing only: The course requires testing that cannot be offered online without compromising the academic integrity of the assessment tool.
- 3. Department Chairs or, in departments with no department chair, program coordinators, and in consultation with discipline experts as needed, will rank the courses that they wish to offer with face-to-face instruction or other activities and indicate to the District via a provided form which of the criteria in §D.2 apply to each course.
- 4. The District will produce a ranked list of courses, and AFA will verify that the criteria were properly applied.
- 5. The District maintains right of assignment in determining how many classes can be safely offered with face-to-face instruction given constraints of staffing, resources (including but not limited to PPE), facilities, and District finances.
- 6. Each department, in consultation with the Supervising Administrator, will develop safety protocols for any program that will offer in-person instruction or activities. Safety protocols will be approved by the District and AFA, and posted at the site where in-person instruction takes place.
- 7. In the event that as of July 17, 2020 State and County Health Orders do not allow the possibility of in-person instruction beyond the current exemptions, courses that were submitted for approval for in-person instruction will be converted to a remote modality or cancelled.

F. Additional Negotiations. 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 accessibility requirements for remote delivery; compensation, Flex credit, and Professional Growth Increments units for summer and fall transitions; processes, criteria, and compensation for courses developed for the Online College Project; faculty-to-faculty professional development and mentoring for online teaching; tenure review; and evaluations.

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/Signature on original/

Sean Martin, President
All Faculty Association

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