

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

Effects of District Emergency Action Due to Coronavirus Pandemic
March 26, 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 transition educational services to on-line, digital, telephonic, virtual or other remote modalities (hereafter "remote modalities"), consistent with its authority under the EERA to act in case of business necessity. This letter is anticipated to be in effect for the Spring 2020 semester.

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.

The suspension of instruction during the COVID-19 crisis would fail our students and could cause a fiscal crisis for the District.

To comply with the Shelter in Place order and mitigate the spread of the COVID-19 virus, while continuing to enroll and serve its students, the District made the decision to suspend classes temporarily through March 29, 2020; and, effective March 30, 2020, initiate the delivery of educational services through remote modalities; and

As a result, AFA and the District met and conferred and made the following agreements regarding the effects of this decision that fall within the mandatory scope of representation according to EERA (CA government code 3543.2).

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. These measures, and the terms of this agreement, shall only apply through Spring 2020. If face-to-face classes resume earlier, the District and AFA will negotiate the impacts and effects before classes resume.

B. Provision of Information. The District will provide AFA with the following information 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 anticipates suspending or cancelling during the COVID-19 emergency crisis, and
3. The corresponding bargaining unit members assigned to each class/course that is transitioned, suspended or cancelled.

C. Preparation and Compensation During the Transition Week

1. To facilitate the transition to remote modalities, courses and educational services will be suspended from March 23, 2020 through March 29, 2020—the “transition week.”
2. During the transition week, faculty members will be paid as if college were in session.
3. During the transition week, trainings for various tools for remote instruction will be provided.
4. During the transition week, all faculty members are expected to expend the time necessary, up to but not exceeding their contractual hours or workweek as set forth in Articles 16 and 32, to attend needed training, meet with their departments and transition their courses or educational services to a remote modality.
5. During the transition week, all faculty members are relieved from duties other than transitioning to remote instruction.

D. Faculty workload, compensation, and working conditions during the remote modality service period. During the COVID-19 emergency crisis and temporary suspension of normal campus operations, completion of weekly instruction, office hours, and college service may not be possible. Accordingly, the parties agree and understand:

1. To the fullest extent possible, Spring 2020 classes and student services will continue and be delivered through a remote modality. Faculty whose Spring assignments resume will not be expected to devote more contractual hours to preparation and delivery than is required under normal operations.
2. Faculty members using synchronous instruction may require students to attend “real time” remote learning sessions only during those times listed in the schedule of classes.
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. To the extent possible, 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.
6. For the remainder of the Spring semester, a contract faculty member 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 commitments are essential and participate in those, and non-participation is without prejudice. Excess hours expended to transition to and maintain remote instruction or services may be used to fulfill flex obligations.

7. Faculty members will be paid as usual for the remainder of the semester for:
 - a. classes that have been converted to a remote modality; or
 - b. courses that have been cancelled because the course cannot be converted to a remote modality. Disagreements over whether a course cannot be converted will be settled between the department and the VPAA.
8. AFA and the District agree to negotiate over compensation for adjunct faculty members who transition their courses to remote modalities.
9. Faculty members will be hired to perform special assignments to help with the transition to remote instruction.
 - a. Interested faculty members will submit their names via the AFA survey or to their department chair. A list of these names will be forwarded to the Academic Senate. The Academic Senate Executive Committee will create a list of mentors, which will be published on the Distance Education website and distributed to the faculty via email.
 - b. The faculty mentors from the approved list will be compensated at the base hourly rate.
 - i. Each mentor is initially allocated ten hours.
 - ii. Faculty mentors will complete a form provided by the District for payment.
 - iii. Total mentoring hours will be capped at 2,500 hours. The Academic Senate executive committee may allocate additional per-person hours beyond the initial ten.
 - iv. Eligible faculty members who serve as mentors may claim Flex or PGI instead of pay.
 - v. If necessary, hours beyond the 2,500 hour cap will be negotiated.
 - c. The faculty mentors will not be considered part of or employed by the Distance Education office.
 - d. The faculty mentors will only be given access to an instructor's Canvas shell or other distance education platform upon explicit invitation from that individual instructor.
 - e. Department chairs and the Academic Senate President and Vice President will be compensated at the base hourly rate via a PAF for up to thirty-five (35) hours for the work performed over spring break and during the transition week. They will include with the time sheet a log of dates and hours worked, Additional hours may be approved by the VPAA as needed. Eligible faculty members may claim Flex or PGI instead of pay.
10. Faculty members shall have access to their offices to retrieve materials.
11. No faculty member will be expected or required to come to campus to the extent such requirement violates the order or recommended protocols of a national, state or local public health official to shelter in place, quarantine or self-isolate. Any employee coming to campus will comply with established safety protocols. 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 local orders.

12. The district will provide a clean and safe working environment for any faculty member designated to use campus spaces.

E. Leaves

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 are entitled.
2. Faculty members who are unable to teach or provide student services in a modified format may go on leave or partial leave and use accrued personal necessity leave to cover the absence. Partial leaves will be used for discrete assignments whenever possible. 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 E4).
3. Any accrued sick leave may be used as personal necessity leave during the temporary change of operations to allow faculty to utilize additional days of sick leave, and will not be precedent setting.
4. 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. Terms of use will be negotiated in a separate side letter.
5. Faculty members who go on leave due to inability to transition to or maintain remote instruction or services must notify their Department Chair and Supervising Administrator as soon as possible.
6. Substitutes may be employed to replace faculty members on leave. Due to the uncertain length of the shelter-in-place order, these substitute assignments will be considered day-to-day assignments that are not subject to the 67% cap for part-time faculty.

F. Faculty evaluations

1. **Adjunct and tenured faculty members scheduled for Spring 2020 evaluations.** If scheduled observations occurred on or before March 12, 2020, team members will complete the evaluation process according to regular contractual provisions. If observations did not occur on or before March 12, either the evaluatee or team may choose to postpone the evaluation. Postponed adjunct evaluations will occur in the next semester in which the faculty member has an assignment; postponed contract faculty evaluations will be rescheduled in the next academic year, per §14A.05.B.
2. Tenure track faculty members may choose to cancel any observations scheduled for Spring 2020.
3. Faculty who temporarily transition to a remote modality will not be evaluated on their use of the remote technology or teaching methodologies. Similarly, to the extent student evaluations are scheduled for Spring 2020, the student evaluations shall be limited to disciplinary content. Evaluations that base negative ratings on anything other than disciplinary content 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 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. 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."
3. 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.
4. 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 may not be used as the basis of a past practice by either party.

I. Sabbatical Leaves

Faculty members currently on sabbatical will have relevant requirements waived and/or timelines adjusted if their project is affected by the travel restrictions, school closures, and/or shelter in place orders. Faculty members with affected sabbaticals will notify AFA and the co-chairs of the Sabbatical Leave Committee as soon as possible. Any extensions of sabbaticals will be negotiated.



Sean Martin, President
All Faculty Association



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