



Strengthen, Increase, Promote and Advance

SIDE LETTER

This SIDE LETTER OF AGREEMENT is entered into by and between the Mt. San Antonio Community College District (District), and Faculty Association and its Mt. San Antonio College unit members. This SIDE LETTER OF AGREEMENT shall not be deemed precedent setting.

***Intent:** This agreement addresses the faculty contractual assignments, compensation, and banked leave related to COVID-19 for the Fall 2020 semester. Faculty shall be compensated in accordance to the following:*

1. Contractual Assignments

- a. Full-time faculty, including library faculty and counseling faculty, who are unable to fulfill their contractual assignment(s) due to COVID-19 restrictions or related circumstances as defined by local, State, and Federal regulations and orders (see references cited in the LCW legal advisory), such as those who receive a positive COVID-19 test or those with caregiving duties, shall engage in an interactive process with Human Resources to determine their ability to fulfill their contractual assignment(s) remotely. Full-time faculty who are on leave as a result of COVID-19 shall provide a monthly update to Human Resources regarding their leave status.
 - i. Full-time faculty, including library faculty and counseling faculty, who test positive for COVID-19 or have an off work order from a medical provider shall engage in an interactive process that determines if the faculty is unable to fulfill their contractual assignment(s) and remain on District paid status until cleared to return to work by a medical provider.
 - ii. Full-time faculty, including library faculty and counseling faculty, who have caregiving duties related to COVID-19 and have a finding from the interactive process that determines the faculty is unable to fulfill their contractual assignment(s) the District shall provide 10 instructional calendar days of District paid leave and subsequently 2/3 of District paid leave for the remainder of the semester as required by local, State, and Federal regulations and orders. Full-time faculty may augment their 2/3 District paid leave with their available leave options in accordance with the Collective Bargaining Agreement or an contractual assignment sufficient to provide compensation for the remaining 1/3 contractual obligation.

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- b. Adjunct faculty, including library faculty and counseling faculty, who are actively carrying out an **contractual** assignment(s) and are unable to fulfill their **contractual** assignment(s) due to COVID-19 restrictions or related circumstances as defined by local, State, and Federal regulations and orders (see references cited in the LCW legal advisory), such as those who receive a positive COVID-19 test or those with caregiving duties, shall engage in an interactive process with Human Resources to determine their ability to fulfill their **contractual** assignment(s) remotely. Adjunct faculty who are on leave as a result of COVID-19 shall provide a monthly update to Human Resources regarding their leave status.
 - i. Adjunct faculty, including library faculty and counseling faculty, who test positive for COVID-19 or have an off work order from a medical provider shall engage in an interactive process that determines if the faculty is unable to fulfill their **contractual** assignment(s) and remain on District paid status until cleared to return to work by a medical provider.
 - ii. Adjunct faculty, including library faculty and counseling faculty, who have caregiving duties related to COVID-19 and have a finding from the interactive process that determines the faculty is unable to fulfill their **contractual** assignment(s) the District shall provide 10 instructional calendar days of District paid leave and subsequently 2/3 of District paid leave for the remainder of the semester as required by local, State, and Federal regulations and orders. Adjunct faculty may augment their 2/3 District paid leave with their available leave options in accordance with the Collective Bargaining Agreement or other available **contractual** assignment at the discretion of the District.
- c. Full-time faculty, including those with coaching assignments or reassigned time, who are unable to complete their **contractual** assignment remotely in Fall 2020 due to extenuating circumstances related to COVID-19, may request an **contractual** assignment for alternative faculty work in lieu of their instructional responsibilities. This will be determined on an individual basis with the faculty member and dean and subject to approval by the appropriate Vice President. The District will provide the Faculty Association notice upon a faculty member's request for an alternative **contractual** assignment due to extenuating circumstances related to COVID-19.
 - i. Full-time faculty completing other appropriate **contractual** assignments in lieu of their instructional responsibilities shall remain available to receive **contractual** assignments during the academic term for which they are employed.
- d. Adjunct faculty whose Fall 2020 class is canceled by the District due to circumstances related to COVID-19 two weeks prior to the first day of class shall receive the hourly equivalent to three hours total for each CRN or **contractual** assignment canceled in compensation.
- e. Full-time faculty may use their available leave options in accordance with the Collective Bargaining Agreement to meet their Fall 2020 **contractual** assignment.

- f. The maximum Distance Learning Workload in Articles 13.B.1 (Voluntary), 13.B.7.b. (Full-time Faculty Load Limitation), 13.B.7.b.4 (Weekly Obligations), 16.M.4. (Maximum to Bank), and 16.M.5.b (Use of Banked Leave to Replace Cancelled Classes) shall be suspended for Fall 2020.
- g. Full-time faculty who accrue banked leave in Fall 2020 beyond the contract maximum in Article 16.M.4. (Maximum to Bank) shall draw down their banked leave in compliance with the Collective Bargaining Agreement by Spring 2023.

This side letter does not remove the right of a faculty member to exercise their right to contractual paid leave.

Definitions:

For the purpose of fall 2020 COVID-19 leaves, **contractual** assignment for full-time faculty is defined as 15 LHE and for part-time faculty, **contractual** is defined as documented assignments offered when the COVID-19 leave was requested through Human Resources.

ACCEPTED AND AGREED TO:


Joan Sholars (Aug 27, 2020 15:25 PDT)

Joan Sholars
President, Mt. San Antonio Faculty Association

Aug 27, 2020

Date


Karelyn Hoover (Aug 27, 2020 15:23 PDT)

Dr. Karelyn Hoover
Lead District Negotiator
Mt. San Antonio College District

Aug 27, 2020

Date