



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 spring 2021 semester. Faculty may be granted leave up to 2/3 of their contractual load (10 LHE). Maximum compensation including leave is 15 LHE. No overload shall be compensated.

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 with Human Resources 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 shall engage in an interactive process with Human Resources. If it is determined through the interactive process that the faculty is unable to fulfill their contractual assignment(s), the District shall provide 10 consecutive 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 a contractual assignment sufficient to provide compensation for the remaining 1/3 contractual obligation. No overload shall be compensated.

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- b. Adjunct faculty, including library faculty and counseling faculty, who are actively carrying out a 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 shall engage in an interactive process with Human Resources. If it is determined through the interactive process that the faculty is unable to fulfill their contractual assignment(s), the District shall provide 10 consecutive 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 spring 2021 due to extenuating circumstances related to COVID-19, may request an alternative contractual assignment 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. No overload shall be compensated.
 - 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 spring 2021 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 spring 2021 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 spring 2021.
 - g. Full-time faculty who accrue banked leave in spring 2021 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.
2. This side letter does not remove the right of a faculty member to exercise their right to contractual paid leave.
 3. This side letter will remain in effect until the College is authorized by Los Angeles County Department of Public Health to return to campus. The District shall provide notice to the Faculty Association when the College shall return to campus at which time this agreement will sunset. Faculty may request an alternative to their contractual assignment in lieu of their instructional responsibilities or use sick leave to cover the remainder of the semester.

Definitions:

For the purpose of spring 2021 COVID-19 leaves, contractual assignment for full-time faculty is defined as 15 LHE and for part-time faculty, contractual assignment is defined as documented assignments offered when the COVID-19 leave was requested through Human Resources.

ACCEPTED AND AGREED TO:


Joan Sholars (Oct 30, 2020 09:42 PDT)

Joan Sholars
President, Mt. San Antonio Faculty Association

Oct 30, 2020

Date


Karelyn Hoover (Oct 30, 2020 09:46 PDT)

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

Oct 30, 2020

Date


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Side Letter - Spring 2021 Assignments Compensation (10.30.20)

Final Audit Report

2020-10-30

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