



SIDE LETTER – SPRING 2022

This SIDE LETTER is entered into by and between the Mt. San Antonio Community College District (District) and the Faculty Association. This SIDE LETTER shall not be deemed precedent setting and shall not be construed as an admission of any wrong-doing or liability by either party to this SIDE LETTER.

The District and the Faculty Association shall agree to the following:

1. When student absences in classes meeting face-to-face (including hybrid) exceed 25% or 10 (whichever is less) due to verified COVID related issues, professors will have the option of providing these students instruction through a "Synchronous Zoom" modality on campus. The Synchronous Zoom supplemental option will utilize Zoom to provide instruction (in real time -- simultaneous with the scheduled face-to-face class) to students who cannot attend class on campus due to COVID related issues. Students not impacted by COVID will remain in the class on campus. Professors opting to teach in this modality (Synchronous Zoom) will need approval of their Educational Administrator(s) prior to transitioning to this modality. The Synchronous Zoom modality cannot exceed ten consecutive days for each class section without approval from their Educational Administrator(s).
2. While every effort will be made by the District to provide up-to-date technology, the classroom technology supporting the Synchronous Zoom option may be minimal. Camera (and the video) must be directed at the faculty at all times and not include students. Live or recorded video(s) will not be used in the evaluation or discipline of professors. Division Offices will make every attempt to offer faculty classrooms with the most up-to-date technology which may be different than the scheduled classroom.
3. If professors are unable to teach on campus due to verified COVID related issues and a substitute cannot be identified, the professor will have the option to offer instruction to courses scheduled with face-to-face class time (including hybrid) in a Synchronous Zoom modality with approval from their Educational Administrator(s). In this situation, the

entire class would transition to a Synchronous Zoom modality. The Synchronous Zoom modality cannot exceed ten consecutive days without subsequent approval from the Educational Administrator(s).

4. Professors shall be paid \$150 per class per week while teaching on campus or at home in the Synchronous Zoom.
5. In order for a professor to transition any portion of a class to a Synchronous Zoom modality with approval from the Division Office, the professor would need to be SPOT certified or FOMAR certified and have their course DL or FOMA approved. For a course not approved for distance education, the Academic Senate will consider an emergency DL FOMA course process.
6. If a professor is not previously FOMAR or SPOT certified at the time of the Synchronous Zoom transition, the professor would be required to complete the FOMAR training within seven days of the initial transition. Professors not previously SPOT or FOMAR certified shall be provided a \$250 stipend to successfully complete FOMAR training as part of the Synchronous Zoom requirement. The completion of FOMAR training does not qualify a professor to teach online in future semesters.
7. Professor compensation for Skills and Pedagogy for Online Teaching (SPOT)
 - a. Professor shall be compensated \$500.00 onetime for earning SPOT certification or equivalent approved by the Academic Senate by the end of Spring 2022 semester. An exception to the timeline may be granted upon mutual agreement. This applies only to professor who have not previously successfully completed SPOT training.
 - b. Professor who receive \$500 compensation for SPOT certification under the conditions of this Side Letter are not eligible to receive additional compensation outlined in Article 13.B.3. of the bargaining agreement.
 - c. The District shall reimburse fees for professors who complete @One Training during Spring 2022.
 - d. The library and counseling faculty, in consultation with their deans, may propose comparable SPOT training to the Academic Senate for approval. Any option approved by the Academic Senate is available to all library and counseling professors.

8. Non-Instruction Remote Work

- a. For Spring 2022, counseling professors, library professors, and instruction specialist in credit and noncredit may participate in a pilot effort to define, review, and develop standards and parameters for online services. The purpose of the pilot is to define an online workload per Article 10 of the collective bargaining agreement. A maximum of up to 50% of professors may be approved to participate in this pilot effort. The supervising administrator over the unit will review and approve participation in the Spring 2022 online services pilot.
 - b. Participating professors will have up to 20 hours per workweek that they can be assigned to perform online services remotely. For the purposes of the Spring 2022 pilot, online services may include but are not limited to online appointments, online drop-in sessions, online workshops, email services, college department and college meetings. Professors may choose to perform these duties either remotely or on campus.
 - c. Professors approved to participate in the Spring 2022 semester pilot effort will be required to provide data including, but not limited to, hours and activities such as numbers of educational plans completed (counseling), length of appointment times, length of drop-in sessions, scheduled show rates for appointments and workshops, numbers in attendance (workshops & orientations), hours participating in department and other college meetings, and surveys of students' modality preference and experience with online services.
9. The District and the Faculty Association agree to monitor noncredit areas for patterns of positive exposures and will meet to discuss solutions as needed.
 10. In the event of a COVID related closure, the noncredit professor will be compensated through HEERF funding for the assigned hours of the term at the same rate. An alternative assignment will be provided.
 11. In certain circumstances, the five (5) LHE on campus requirement may be waived due to enrollment needs with the mutual agreement of the faculty, dean and the Vice President of Instruction or Provost if needed and the Faculty Association will be notified.
 12. The District will not require professors to determine or monitor any student's cleared status to be on campus. However, the District will include faculty in the notification of students who have to isolate or quarantine as a result of COVID. In order to provide the above referenced monitoring, professors will be required to submit seating charts to their educational administrator and students will be required to maintain the designated seat for the duration of the course.

13. Adjunct Professors Who Lose Their Assignment

- a. Adjunct professors who receive and accept a scheduled assignment for Spring 2022, and then subsequently have all assigned LHE canceled or reassigned, shall be defined as having “lost” their Spring 2022 assignment.
- b. Adjunct professors who have lost their Spring 2022 assignment under this definition will have the option to complete an alternative assignment equivalent to three (3) credit LHE or up to 3 noncredit hours per week through HEERF funding.
- c. The appropriate educational administrator, in consultation with the adjunct professor, shall assign work as appropriate to faculty expertise and training up to the total of 54 hours for three (3) LHE. The alternative assignment may include SPOT training (18 hours) and both CORA training on racial microaggressions (18 hours) and unconscious bias (18 hours) if not previously completed.
- d. Adjunct faculty paid under this agreement cannot use these alternative assignment hours towards the Professional Growth Hours (PGH) or the SPOT certification stipend.
- e. Adjunct faculty shall not lose rehire rights or lose eligibility to attain rehire rights as a result of completing the alternate assignment.

14. The District and the Faculty Association agree to review the impact of COVID related issues on the Department Chairs regarding to additional compensation for the Spring 2022 Semester.

ACCEPTED AND AGREED TO:


Emily Woolery (Feb 15, 2022 14:49 PST)

Emily Woolery
President, Faculty Association

Feb 15, 2022

Date



Sokha Song
District Lead Negotiator, Mt San Antonio College

Feb 15, 2022

Date