

COVID-19 IMPACTS ON FACULTY (SUMMER 2020 THROUGH APRIL 2021)

SUPPLEMENTAL SIDE LETTER AGREEMENT

The parties enter into this Supplemental Agreement in their continued response to the COVID-19 epidemic to (1) continue to follow public health directives, guidance, and practices, (2) maintain the continuity of instruction through transition to a distance education modality, and (3) ensure faculty are adequately supported so as to enable this transition.

This Agreement is effective and covers work performed from March 16, 2020, through April 30, 2021. Should the need for this Side Letter Agreement to extend beyond April 30, 2021, nothing in this agreement shall be precedent setting in future situations. To the extent this Supplemental Agreement contains new terms, it supersedes the parties' April 22, 2020, COVID-19 Impacts Side Letter, which was previously set to expire on August 15, 2020.

REMOTE OPERATIONS AND COURSE CONVERSION

1. During Fall 2020 and Spring 2021, faculty may be required to work remotely from home, or another assigned location as long as it is conducive to the discharge of their responsibilities and those responsibilities can be delivered in a remote modality. The parties acknowledge that the Spring 2020 course conversions to online/remote modalities were in response to, and for the duration of, the COVID-19 Pandemic. Said course conversions may continue to be scheduled in online/remote modalities according to the terms of the Collective Bargaining Agreement between the parties.
2. **Access to Campus:** The District will provide controlled access to faculty offices, classrooms, instructional labs and workstations to allow faculty work-related access. The faculty, with approval from their immediate administrator, may also check out District-owned equipment necessary for instruction. **Any temperature testing for on-campus employees required by the District shall be done only in a manner consistent with county department of health recommendations and requirements.**
3. **Compensation for Conversion:** By no later than August 30, 2020, the District shall provide all full-time faculty with a one-time stipend of \$975. All part-time faculty shall receive a one-time stipend, equal to a prorated portion of \$975, according to their percentage of load in the Spring 2020 semester. All part-time faculty who did not teach in Spring 2020, but taught in Summer 2020 and

converted courses in response to the pandemic shall also receive the prorated stipend for said course conversion. This one-time payment is in consideration for expenses incurred or likely to be incurred related to the transition by faculty to remote work, and compensation for workload increases caused by said conversion.

Compensation shall be in consideration for faculty work performed related to the DE/hybrid transition, including previously held or future uncompensated training related to COVID-19 (not including the DE Online Certification Course), work performed to transition all courses and labs to a DE modality, work performed to ensure curricular consistency among course sections, any increased department and division work, and any revisions and work related to course outlines of record, course syllabi, or other instruction.

This compensation shall cover all expenses related to remote work, including home internet and computing equipment sufficient to support videoconferencing; related computing equipment (such as wifi extenders, noise cancellation headphones, computer cameras, microphones, etc.); workstation equipment, ergonomic furniture and devices; and other similar expenses. The compensation shall not cover equipment provided by the District to faculty during transition nor shall it cover updated computers to be provided by the District as part of its remote technology plan to support remote teaching.

This compensation shall also serve as hazard pay in acknowledgment to those instructional and non-instructional faculty working on- and off-campus in part or in whole during this pandemic.

4. **Technology for Remote Instruction:** To ensure faculty are able to offer efficient and effective remote instruction, all full-time faculty, by making a request to the District, receive technology support, including but not limited to:
 1. A Latitude 7400 2in1 “Bundle”, or a comparable technology bundle, for use at their remote location;
 2. District assistance, if needed, to relocate their PC office system to their remote location;
 3. A District laptop for use at their remote location; and/or
 4. Other technology (i.e. required instructional software/hardware, printers, scanners, stylus, cameras, microphones, etc.) based on faculty need to effectively serve and support quality instruction to students.
5. **In-Person Instruction Approval Process:** Any in-person instruction during remote operations shall require consultation and mutual agreement between the instructor and their dean or the dean’s designee. Such consultation is for the purpose of creating a plan to ensure student, staff, and instructor safety during any in-person segments of the course, while also ensuring the course and lab sections meet educational objectives and adhere to the course outline of record.
6. **Participatory Governance & Mandatory Subjects of Bargaining:** During Summer sessions, faculty are not required to perform additional duties. However, the pandemic has necessitated participatory governance activities to effectively guide the District’s

planning and decision-making and ensure safe working conditions. Therefore, the District shall compensate faculty who participate in additional meeting and planning activities, including, but are not limited to: Academic Senate, DE/Curriculum, District and/or College Councils or Committees, and Reopening Task Forces/Committees. Faculty work will be compensated at their hourly rate schedule or at a mutually agreed project rate.

7. **Documentation & Pay Claims:** Faculty will submit pay claims and be paid for participation in activities identified in #6 above, with the approval of a college President or District Chancellor or designee and the Yosemite Faculty Association (YFA).
8. **Underload:** The period in which faculty may make up underload shall be extended through June 30, 2022.
9. **Sabbaticals:** Any faculty who have sabbaticals approved for 2020-2021 may elect to defer such a sabbatical due to COVID. Any such faculty shall send such a request to the YFA Sabbatical Chair and the college president. Such a deferral may be used during the 2021-2022 or 2022-2023 academic years, provided the total number of allowed sabbaticals is not exceeded. Requests to defer are due no later than August 1, 2020 to allow time for any schedule revision and to ensure full faculty load in 2020-2021.
10. **SERP:** YFA agrees to negotiate in good faith over any SERP or retirement incentive the District may wish to propose during the 2020-2021 academic year for cost-savings purposes.

ACCOMMODATIONS: See Side Letter dated April 22, 2020.


TENURE TRACK EVALUATIONS

1. By mutual agreement between a faculty member and the immediate supervisor, tenured faculty and part-time evaluations can be completed as scheduled. Otherwise, the requirement for tenured and part-time faculty evaluations shall be suspended during Fall 2020 and resume in Spring 2021.
2. Tenure-track evaluations shall resume in Fall 2020 and continue, except in special circumstances as may be negotiated between YFA and the District.

Dated: 06-30-20


Henry Yong, YCCD Chancellor
Yosemite Community College District

Dated: 06-30-20


Shelley Akiona, YFA President
Yosemite Faculty Association