

## Side Letter of Agreement

### Contra Costa Community College District (4CD) and United Faculty (UF)

District and UF have met and conferred regarding a number of issues as a result of the COVID-19 pandemic. Parties agree to the terms outlined in this Side Letter for the specified duration. This Side Letter in no way sets precedent nor modifies the Collective Bargaining Agreement in any ways other than those explicitly cited.

#### COMPENSATION

In recognition of the extra work faculty have needed to devote to making the transition to remote and online instruction, student services, and related support and administrative functions in response to the COVID-19 crisis, the UF and District agree to the following:

- CARES funding will be used to issue a one-time payment of \$1,000 to each faculty member, both full-time and adjunct, who is otherwise paid to teach or provide counseling or librarian service hours in October of 2020. This will constitute payment-in-full for extra work by faculty in 2020 connected to the conversion of courses, student services, and related support and administrative functions to remote delivery for the 2020-21 academic year.

#### TRAINING

- Each faculty member, both full-time and adjunct, shall complete the State-mandated sexual harassment prevention training during Fall 2020. Faculty shall also complete up to one hour of District-provided COVID-19 trainings during Fall of 2020. If there is any other additional State or County-mandated COVID-19 related training in Fall of 2020 and Spring of 2021 that cumulatively exceed 1 additional hour, parties agree to meet and confer.

#### UNDERLOAD

Due to the impact of COVID-19 on the class schedule, Parties acknowledge that an unusually large number of faculty will likely have classes canceled late which will result in their being underload. To minimize “bumping” and other administrative difficulties, Parties agree to temporarily adjust Article 8.2.5 as follows:

- Any deviation from the contractual workload of the member caused by cancellation shall be adjusted within the semester of cancellation, or, the three (3) regular following semesters after consultation with the member. **For the SP20 and FA20 semesters, and the SP21 semester should the District still be providing most instruction remotely, the provision requiring underload be made up within three semesters shall be suspended.**

**All other provisions shall still apply and the three-semester requirement shall be reinstated for FA21.**

## **ATHLETICS**

As a result of COVID-19, intercollegiate athletics competitions are currently shifted for the 2020-21 academic year, with traditional Fall sports scheduled for winter/early spring and traditional Spring sports scheduled for spring/early summer. In recognition of the shifts and to minimize the effects on load and pay, Parties agree to the following:

- Adjunct coaching contracts (aka "F Contracts") will not proceed until the spring unless the season starts before the beginning of the spring semester. If so, the contracts will be initiated in the semester in which the training or sport starts, beginning in the month in which the associated teaching assignment begins.
- Due to the shift in intercollegiate competition dates, regardless of start and end date, provided the sport occurs in the 2020-21 fiscal year, load will be associated with the closest semester in which the sport occurred.

## **ADJUNCT BENEFITS**

Due to the potential for unusually great loss of classes for adjunct faculty, Parties agree to modify adjunct faculty benefit-tier eligibility to prevent otherwise-eligible faculty who currently participate in District benefits from being negatively impacted relative to the District's contribution toward benefits premium payments due to COVID-19 course losses in the 2020-21 fiscal year. The Parties agree as follows:

- For FY 2021-22 only, part-time faculty who have already qualified for District benefits and who are participating in a District health benefits program may remain in their health program even if their load dropped below 30% in FY 2020-21, so long as they remain employed in the District with an average load in FY 2020-21 (over two consecutive semesters not counting summer) of 20%.
- For FY 2021-22 only, part-time faculty who participated in a District health benefits program in FY 2020-21, and who remain eligible to participate in District benefits as described above, may remain at the same tier with regards to District contribution to premium costs, per Article 21.9.5.3, even if a reduction in their average load in FY 2020-21 would normally cause them to go down in tiers decreasing the District's contribution. Premium tier calculations in FY 2022-23 will return to normal, as described in Article 21.9.5.3. This agreement depends on the carriers (currently Anthem Blue Cross and Kaiser) agreeing without raising premiums overall. If only one carrier agrees and the other disagrees, this provision will apply only to the one carrier that agrees. If neither carrier agrees, then this part of the Agreement will not apply.