**Agreement**

**between the**

**Sequoias Community College District (District)**

**and the**

**College of the Sequoias Teachers’ Association (COSTA)**

**Math Division Scheduling (Fall 2021 Semester)**

**Facts**

1. The Sequoias Community College District (“District”) and the College of the Sequoias Teachers’ Association (“COSTA”) are parties to a collective bargaining agreement defining the terms and conditions of employment relating to full-time faculty members.
2. On January 5, 2021, the Math Division Chair (with agreement from the Academic Dean), emailed, in relevant part, Math full-time faculty: “Looking ahead at this Friday’s division meeting, the biggest issues that we will tackle is selecting classes for the Fall 2021 semester…If you select a course that is schedule online synchronous …, you can choose to teach the course online synchronous (using the assigned days and times) or online asynchronous.  When you select one of these courses you will need to specify how you wish the course to be offered. If you select a course that is scheduled online asynchronous (these courses … appear in the column titled ONLINE ASYCH), the course will be taught online asynchronously.”
3. On January 8, 2021, full-time faculty members from the Math Division selected classes for the fall 2021 semester with several faculty members opting to change the class modality that was initially provided by the Office of Academic Services.

**Agreement**

On January 13 and 14th, 2020, the District and COSTA met and agreed to the following:

1. The course selection process completed by the Math Department on January 8, 2021 shall stand.

1. However, the District believes the selection process did not follow the class scheduling process as outlined within COSTA Master Agreement, Article 8 but since it would be largely repetitive and time consuming, the District is willing to approve the process on a one-time basis.

1. From this point forward, any classes that have not been selected will be converted to face-to-face.
2. Any classes that are added will be face-to-face.
3. Faculty are encouraged and allowed, with Dean approval, to change the classes they initially chose to be online to become face-to-face.
4. As will be spelled out in a later written agreement, the District understands the importance of the health of its staff and will follow any/all safety protocols and revert to online, for all classes, if required.
5. As registration starts, the District will review the enrollment, and may have to cancel online and add face-to-face classes based on low enrollment.
6. The above agreement shall not create a precedent nor a binding impact for either party in the future.

In conclusion, the parties further agree to meet as soon as possible if any dispute arises because of this Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

John Bratsch Dated

Dean, Human Resources/Legal Affairs

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

David Hurst Dated

COSTA President