

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SBCC FACULTY ASSOCIATION AND THE
SANTA BARBARA COMMUNITY COLLEGE
DISTRICT**

**REGARDING
RETURN TO CAMPUS under COVID**

This memorandum is agreed between Santa Barbara Community College District (District) and the SBCC Faculty Association.

The District and the FA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its faculty and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic. Unless specifically stated otherwise, the provisions in this agreement shall stay in effect until May 14, 2022. The parties agree to discuss incorporating any changes from SBCPHD guidance occurring prior to the end of this agreement.

To these ends, the District and the FA agree as follows:

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A. Guidelines and Orders

A.1 The District shall follow Cal/OSHA guidance for all faculty.

B. Classrooms and Spaces for Student Services and Academic Support

B1. ESD Faculty may schedule vacant classrooms or conference rooms to serve students face to face utilizing the 25Live platform.

B.2 For Spring 2022, class caps are lowered to 75% of the regular class size for in-person classes based on the course of record (COR). Departments may schedule up to 100% capacity classes upon request of the department chair. Regular cancellation guidelines will incorporate the lowered class caps. All classes will be scheduled in rooms that are of equal or greater capacity than the original pedagogical cap per the COR.

B.3 Faculty will monitor students' wristbands upon entry to classrooms. Faculty will be required to complete the symptoms screening questionnaire every day they come to campus, also B.8.

B.4 The District agrees to promptly install health guards (plexiglass screens) to allow for close interaction between faculty, students and others upon request.

B.5 The District shall provide sufficient face masks, face shields and disposable gloves. Faculty and staff will be provided with sufficient face masks, to provide students a mask who need one.

B.6 The District shall require face covering for every person in any SBCC building, or enclosed teaching location. Faculty may take off their masks when alone in an office or classroom with the door closed, or (if permitted by current SBCPHD guidance) during instruction where required distancing can be maintained and the instructor is vaccinated. While teaching Instructors are allowed to use surgical masks or other HR approved alternative face coverings in place of the masks types outlined in college guidelines.

B.7 Exceptions may apply for PE classes and Athletic teams, Theatre Arts, Music and as identified by the District in consultation with the Faculty Association .

B.8 Everyone entering any SBCC building or instructional site (e.g. tent) including but not limited to students, employees, and visitors must perform a symptoms self-check using the current symptoms questionnaire app. Access into buildings are only allowed and will be controlled by staff members/hourly staff - only individuals with the appropriate current day wristband will be allowed into any building or tent/outdoor instructional area. Classroom faculty may decline a student entry into a classroom if the proper wristband is not worn upon entry. Faculty should contact Campus Safety for non-compliant students.

B.9 (Monitoring and Enforcing) The District will sufficiently staff for monitoring that mandated mask wearing and use of the symptoms self-check app is adhered to while students are in the building or instructional sites/tents. The District will also provide increased campus safety personnel who will, as necessary, remove persons from classrooms/spaces or buildings who do not wear face coverings or wear the appropriate wristband, or violate any currently applicable county health and safety requirements. Specifically, in Educational Support areas (e.g Library/LRC, Student Services, etc.) or as needed or requested. Special attention will be given to large class concerns.

B.10 If appropriate protective equipment is not available or a safe work space is not provided, faculty will not be required to work and maintain full pay until it is safe to work and will revert to online work if possible. The failure to provide adequate monitoring as committed to by the District is specifically grievable on an expedited

basis.

B.11 The District will support requests to provide technical support including microphones and amplification to instructors to allow them to remain masked during class, or to accommodate for a larger classroom.

C. Maintaining, Cleaning and Ventilation of Facilities

C.1 The District shall maintain its facilities in a manner consistent with the safety of its employees and students, consistent with guidance from Santa Barbara County Public Health Department.

C.2 The District shall follow Santa Barbara Public Health Department guidelines for preparation and use of HVAC and public drinking sources, and general safe ventilation practices.

C.3 The District is placing HEPA air purifiers in all classrooms. HEPA purifier filters will be replaced when expired. HVAC assessments of all classrooms are complete. HVAC Filters will be changed when expired. Supplemental assessments will be done to provide additional details regarding classroom air quality.

C.4 The District shall establish and maintain a routine “deep-cleaning” schedule in accordance with State and County guidelines and orders. “Deep-cleaning schedule” is defined as a plan for keeping facilities at a high level of cleanliness, particularly sanitizing high-touch surfaces.

C.5 The District agrees to temporary closure and fogging deep cleaning of any specific site upon learning that infected persons were present at that site.

C.6 The District agrees that any such temporary closure of the site shall be based on reliable, measurable data, and that the data shall be made available to FA upon request.

C.7 The District shall provide sufficient protective equipment to comply with Cal/OSHA guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.

C.8 The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:

C.9 For staff engaged in symptom screening: Appropriate PPE, such as face masks, face shields and disposable gloves.

C.10 The District shall implement a plan for ongoing supply of protective equipment.

C.11 If appropriate protective equipment is not available, employees will not be required to work in that environment and they will maintain full pay until it is safe to work.

C.12 The District shall maintain adequate and appropriate cleaning supplies to disinfect the sites in accordance with California Department of Health Guidance.

D. Communication

D.1 The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) and agrees to make updates accessible to employees.

D.2 The District will inform faculty immediately if a student who has been on campus for classes, ESD services or other reasons has tested positive for COVID 19, including giving immediate notice to the FA. The District will contact individual faculty members to inform them about their potential exposure under adherence

to FERPA and other privacy guidelines.

D.3 The District will communicate specific office and classroom safety protocols to all faculty on a regular basis in consultation with the FA.

E. Limiting Access

E.1 The District agrees that should signs of illness become evident while a student is in class, on campus faculty members can require the individual to leave the classroom or work space pursuant to AP5520 - Student Discipline Procedures.

F. Screening, Testing, Tracing and Training

F.1 The District agrees to maintain specific plans for health screenings and clear standards in accordance with Santa Barbara County Public Health Department guidelines. Screening may rely on self-screening or on-campus, in person methods.

F.2 Any protocol for utilizing self-screening shall direct students, employees, and visitors to take their own temperature before coming to the workplace. It shall direct individuals to confirm via questionnaire that their temperature is less than 100.4° F, and confirm that they are not experiencing coughing or shortness of breath. It shall direct individuals to stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.

F.3 The District is committed to implement periodic COVID-19 testing of students. The District will explore various approaches to testing and will consult with the Faculty Association over a meaningful student testing program.

G. Remote Work and Return to Campus Including Compensation

G.1 The District and FA agree that, for the Spring 2022 semester, for on-campus classes/ESD assignments that do not yet have a faculty member assigned, each department will first seek interested faculty for the on campus work. If there are not enough interested faculty, for all campus courses/ESD assignments, each department, in collaboration with the area dean, will then assign remaining courses/ESD assignments following the regular process for scheduling established in the department consistent with BP/AP7210.

- I. In this process, faculty with documented medical conditions or medical vulnerabilities which prevent them from working on campus are exempt and will receive special consideration.
- II. “Faculty with medical vulnerabilities” are defined as those faculty who are severely at risk under one or more of the risk factors based on [CDC Covid-19 guidelines](#) or who are the caretaker for such a person or for unvaccinated children who do not qualify for the vaccine yet.

G.2 Faculty who need to be home to care for children as a result of a coronavirus-related childcare provider or school closure or for other family member as defined in the family leave act (i.e. child/ parent, spouse, registered domestic partner, grandparent, grandchild, sibling) due to Covid related illness or limitations will not be asked to report on campus, though they may still be expected to work remotely if not ill. Faculty who need to be home but cannot work remotely will be allowed to take appropriate leaves.

<https://www.nolo.com/legal-encyclopedia/family-medical-leave-california.html>

G.3 All Faculty will be exempted from the minimum presence requirement per BP7210.

G.4 If the District requires faculty to increase workload based on assignment configuration, appropriate compensation will be determined either by program load adjustments or other mutually agreed upon methodology.

G.5 Instructional faculty will receive \$40 per day teaching on campus, as a full stipend lump sum, based on scheduled on-campus days. Payment for full semester classes will be in the March paycheck. Payment for late start classes will be in the May paycheck. The stipend will not be paid for cancelled classes or classes moved online before the start of the class.

G.6 ESD faculty will receive \$40 per day for working on campus in their assignment for at least two hours.

G.7 Chairs will receive \$40/day performing chair duties for at least two hours on campus, self-reporting to the dean. Chairs may not receive this \$40 if receiving money for teaching on the same day.

G.8 The Large Class Differential chart (Per AP7210 will be prorated to 75% for Fall, 2021 and Spring, 2022.

G.9 For faculty with pre-arranged or otherwise non-flexible plans, whether work, travel, etc., that will conflict with the rescheduled last week of Spring 2022 semester. the District will honor their individual contracts without the need to use sick leave/personal necessity time.

- I. Documentation for the above mentioned will be required.
- II. Faculty members will consult with their department chair and dean to accommodate the faculty member's conflict and minimize student disruption without the need to use sick leave/personal necessity time.

H. Accommodations

H.1 The District explicitly acknowledges that the interactive process may be required to make work safe for employees with documented health conditions that heighten the risk of severe outcomes with COVID-19.

H.2 The District agrees to initiate the interactive process for employees whose physician designates them as "high risk" or "vulnerable" as related to exposure to COVID-19 if an accommodation is requested.

H.3 The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a documented medical condition. Working remotely can be considered as a reasonable accommodation.

H.4 The District shall utilize " hold-harmless" leave when no reasonable accommodation can be reached. In other words, the employee will be placed on paid leave (not deducted from existing leave banks).

I. Leaves (COVID-Related Leave for Quarantine, Illness, or Medical Vulnerability)

I.1 The District will accept all workers' compensation claims related to COVID-19, and will process according to regular policy.

- I.2 In the event a FA bargaining-unit employee:is exposed to COVID-19 and needs to self-quarantine or,
1. needs to self-quarantine for COVID-19 related reasonable cause including age or medical vulnerability of the employee or employee's household, or
 2. is individually quarantined due to COVID-19 by official order,

3. and the employee reasonably cannot work remotely or from home, the employee will receive full pay for that absence.

I.3 Employees on sick leave due to COVID-19 will be maintained at full pay during their absence. Employees will be required to provide medical clearance to return to work.

I.4 Subject to Executive Orders, current law, regulations and guidance, no employee will have accrued leave deducted for taking time needed to comply with a medical professional's recommendations, including to self-quarantine, secure one's own health, or secure the health of one's household during the COVID-19 crisis.

I.5 When an employee is quarantined due to exposure to coronavirus, the employee will either be placed on paid leave (not deducted from existing leave banks) or be allowed to work from home for the appropriate quarantine duration depending on the type of exposure and will be expected to self-isolate.

I.6 Leaves due to COVID-19 related events: In the event any FA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, or is required to self-quarantine for reasonable cause (i.e. family members who are uniquely vulnerable), the faculty member may request to provide instruction or work/services remotely only. In order to minimize disruption for the students, a substitute teacher may be provided.

I.7 The District agrees to protect and support faculty who have documented medical conditions that put them at increased risk for severe illness (medical conditions that the CDC says will or might pose increased risks of severe illness from COVID-19) or who cannot safely distance from household contacts at higher risk, by providing options to work/teach remotely as possible.

I.8 Sabbatical Leaves Faculty members may request to postpone currently scheduled sabbatical leaves that are affected by the pandemic. The college will grant this request. Alternatively, faculty members may alter sabbatical projects affected by the pandemic. Faculty members wishing to modify their original sabbatical proposal will notify the co-chairs of the Sabbatical Committee.

I.9 If a Part Time faculty member who - for the reasons listed above (personal or family health vulnerability, school closure or off-days child care) - declines a District offer for an in-person class, it will not be considered as a Break-in-Service according to Art. 12 of the CBA.

I.10 When an employee is not permitted to work due to safety screening (e.g., high temperature or positive report of key symptom), the employee will be placed on remote work status unless not feasible, in which case paid leave status until permitted to return to work; leave shall not be subtracted from their existing leave banks.

I.11 If a faculty member is not able to perform their work remotely in order to care for children as a result of a coronavirus-related childcare provider closure or school closure, and the employee determines they cannot work, the faculty member may utilize leave under FMLA as well as existing sick leave or banked teaching load units (TLUs) for purposes of the planned absence authorized by this section. Faculty also may utilize time off without pay for this purpose. Such leaves should be granted as liberally as possible. Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children.

I. 12 The same applies in the case that Employee is caring for an individual subject to an order or who is advised to self-isolate.

I.13 No loss of pay during COVID-19 related partial closures or curtailments: In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, FA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure

or curtailment. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality.

I. 14 FA support for full funding: FA will support efforts to maintain funding pursuant to the Education Code in the event of a closure of any District facilities due to the epidemic.

J. SBCC Sponsored Health Insurance for PT Faculty not Making Load

J.1 Adjunct faculty members who are currently participating in the Adjunct Medical Benefits Program will maintain eligibility for the program during the 2021-2022 academic year, even if the faculty member's load drops below the threshold required by the CBA. This applies even if the PT faculty loses all of their assignments during one or both semesters of the 2021/22 school year. Faculty are encouraged to review their options available through the Affordable Care Act.

K. Use of District Facilities Outside Class Time

K.1 In accordance with SB 1159 and AB 685, faculty members will have access to their offices to retrieve materials and may also use District facilities to facilitate remote learning or for in-person instruction permitted by applicable guidance from the Santa Barbara County Department of Public Health and scheduled by the District. Any faculty member who uses a District facility must comply with any existing Santa Barbara County Department of Health Services orders and protocols negotiated with the Faculty Association. All persons will wear facial coverings before they enter any indoor facility or any enclosed space. Anyone coming to District sites must perform a symptoms self-check. Anyone coming to District sites must follow the District Operational Protocols and Protection Plan.

L. General Provisions

L.1 The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further county, state, or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees, and will bargain as needed over the effects of any such directives that may arise during the term of this MOU.

L.2 Duration of Agreement: This agreement shall remain in effect for the remainder of the calendar year 2022 or until Pandemic related restrictions are lifted by SBCPHD. The parties agree to meet about subsequent agreements regarding the terms and conditions of employment of bargaining unit employees, and will bargain as needed.

L.3 Grievance Procedure: Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance and arbitration provisions of Article 6 of the CBA.

Tentatively Agreed:



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