

**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 for the remainder of the calendar year 2021 or until Pandemic related restrictions are lifted - whichever is later. 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. Physical Distancing (Specifically Classrooms and Spaces for Student Services and Academic Support)

B.1 The District agrees to maintain Santa Barbara County Public Health Department physical distancing standards in campus facilities and vehicles generally, including but not limited to implementing plans incorporating the following components.

B.2 The District will plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet of distance between individuals, or current Santa Barbara County Public Health Department recommended distance (including but not limited to hallways, library, student and academic support areas).

B.3 The District will also minimize movement of students and educators or staff as recommended by the Santa Barbara County Public Health Department.

B.4 The District will develop a plan that ensures physical distancing among students as well as between faculty and students and among college employees in their work and classroom environment and student services as well as Educational Support areas (e.g. Library, Counseling, DSPS, EOPS, etc.). The District confirms that all classroom and workspaces were evaluated to ensure that faculty can maintain physical distancing. The District will rearrange classroom and workspaces to incorporate a minimum of six feet (or current Santa Barbara County Public Health Department recommended distance) between students respectively and between employee and students.

B.5 For Fall 2021, class caps are lowered to 65% 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.6 Faculty will monitor students' Healthy Roster green screen pass upon entry to classrooms. Faculty will be required to complete the Healthy Roster questionnaire every day they come to campus, also see B.11.

B.7 The District agrees to install health guards (plexiglass screens) to allow for close interaction between faculty, students and others upon request. Faculty requests for installing such physical barriers should be submitted by August 1, 2021, and will be carried out as quickly as possible. Until this happens the faculty member can opt to provide instruction or academic student support services remotely until the barrier is installed, provided their request was submitted by the above date.

B.8 The District shall provide sufficient protective equipment to comply with Santa Barbara County Public Health Department guidance for students and faculty, including but not limited to as follows: 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.9 The District shall require face covering for every person on site, including students and visitors consistent with guidance from Santa Barbara County Public Health Department. Faculty may take off their masks when alone in an office or classroom with the door closed or during instruction where required distancing can be maintained and the instructor is vaccinated, unless prohibited by current SBPHD guidance. Other measures to protect against COVID-19 infection must be implemented when face coverings cannot be used where required.

Currently, all persons will wear facial coverings before they enter any indoor facility or any enclosed open space, or while outdoors when unable to maintain a six-foot distance (or current Santa Barbara County Public Health Department recommended distance) from another person at all times. 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.10 As required by the SBCPHD, everyone entering the campus, a building or instructional site (e.g. tent) including but not limited to students, employees, and visitors must perform a symptoms self-check using the “Healthy Roster” app. Access to buildings is only allowed and will be controlled by staff members/hourly staff - only persons with “Healthy Roster” proof (the “green screen”) will be allowed into any building or tent/outdoor instructional area. Classroom faculty may decline a student entry into a classroom if a Healthy Roster green screen is not displayed either digitally or on paper upon entry. Faculty should contact College Security for non-compliant students.

B.11 (Monitoring and Enforcing) The District will sufficiently staff for monitoring that mandated social distancing, mask wearing and use of the self-check app (Healthy Roster) is adhered to while students are in the building or instructional sites/tents. The District will also provide increased security personnel who will, as necessary, remove persons from classrooms/spaces or buildings who do not wear face coverings or violate the social distancing rules. The District will consult with the Faculty Association and share their plan on how this is being implemented prior to August 16, 2021. Special attention will be given to large class concerns.

B.12 If appropriate protective equipment is not available or physical distancing is not possible, 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.

B.13 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 will maintain appropriate changes to the physical layout of the campus to maintain appropriate physical distancing. Measures may include:

- Barriers for food service; and
- Limits on number of students in classrooms or other spaces including stairwells and elevators

C.3 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.4 The District is placing HEPA air purifiers in all classrooms. HVAC assessments of all classrooms are complete. Supplemental assessments will be done to provide additional details regarding classroom air quality.

C.5 The District agrees to temporary closure and deep cleaning of any specific site upon learning that infected persons were present at that site, consistent with SBCPHD guidance. The District agrees that any such temporary closure and cleaning of a site shall be based on current guidance from the Santa Barbara Public Health Department.

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 unvaccinated students. The District will explore various approaches to testing and will consult with the Faculty Association over a meaningful student testing program.

F.4 The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:

1. Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations.
2. <https://www.sbcc.edu/hr/training.php>

G. Remote Work and Return to Campus Including Compensation

G.1 The District and FA agree that, for the Fall 2021 semester, FA bargaining unit members will not be required to provide on campus instruction or educational support services and will be allowed to continue to teach/work remotely. No faculty member, including ESD faculty, will be required to work on campus involuntarily.

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 and will not be required to perform any part of their work on campus/in person. Faculty performing remote work will not be required to perform these remote work tasks on campus.

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 The District will pay all instructional and all educational support division (ESD) faculty \$40 each day they teach a face to face class(es), or per day they work on campus for at least two hours and are available for either remote and face to face educational support service.

The District will pay all faculty \$40 each day they teach face-to-face classes or provide Academic and Educational Support services for at least two hours per day.

Deans will reach out individually to all faculty who have requested that their face-to-face class load be converted to online. They will be offered the opportunity to either confirm or rescind their request. If a faculty member does not rescind their request within 5 business days, Friday, July 23, 2021, the online request will automatically be honored. The same deadline will apply to all other faculty requests to move their class online.

Currently scheduled online classes need Dean's approval to be converted to face to face classes.

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 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.

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.12 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.

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 the Santa Barbara County Department of Public Health and scheduled by the District. Any faculty member who uses a District facility must comply with the 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 open space, or while outdoors when unable to maintain a six-foot distance (or as recommended by Santa Barbara County Public Health Department) from another person at all times. 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

1. The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further 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 such further directives.
2. Duration of Agreement: This agreement shall remain in effect for the remainder of the calendar year 2021 or until Pandemic related restrictions are lifted by SBCPHD.
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:



Cornelia Alsheimer-Barthel
President, Faculty Association



Lynne Stark
Part Time Faculty Representative
Secretary, Faculty Association



Michael Shanahan, Esq.
Vice President, Human Resources
Santa Barbara City College District



Lyndsay Maas
Vice President, Business Services
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Kathleen Scott
Acting Superintendent/President
Interim Executive Vice President
Santa Barbara City College District











FA COVID II Return to Campus MoU FINAL 7.21.2021.docx


Final Audit Report


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