Essential and Necessary Work

Currently SBCC remains in the phase of on-campus work for specific tasks, for limited periods of time, that must be performed but cannot be performed remotely.

The District’s Emergency Plan has identified functions that are critical and essential functions for the continued operation of the District. This is a list of functions that must be performed to keep the District operating. These functions may or may not need to be performed on campus. However, if there are duties or functions in these areas that must be performed and cannot be performed remotely, you may consider asking employees to report to the campus.

For those instances, we expect that distancing and other health and safety protocols will be enforced. We ask that managers avoid bringing people in on a full-time unless there is a specific and essential need that requires a full time schedule on campus. Employees should be informed of the necessary tasks, and what provisions are in place to protect their safety.

If someone is quarantining, they are allowed to do so by Board action and our MOU’s (attached).

Before you call employees in for necessary on-campus work, consult with HR so that we can assist in confirming the necessity, and coordinate necessary notifications to employees, campus facilities and security, and unions, and facilitate any required discussions. As a guide, review the table below from the District Emergency Plan.

(http://www.sbcc.edu/emergency/files/SBCC%20EOP%20ENTIRE%20DOC%202020%20v2%20without%20confidential%20phone%20numbers.pdf)

For areas outside those listed below, simply consult HR.
“Critical and Essential Functions

While it is impractical to consider a complete “closure” of the district and campus, the nature of a pandemic emergency indicates the very real potential of ceasing social activities (i.e.: classes, public activities) for some period of time...This plan...is based on how to maintain critical and essential functions during a period of [remote operations], while giving consideration to what other functions could be delayed or postponed.”

<table>
<thead>
<tr>
<th>Critical and Essential Functions</th>
<th>Responsible Groups</th>
</tr>
</thead>
</table>
| Safety and Security of the students, staff, faculty, visitors and or the campus facilities | • Security  
• Facilities and Operations |
| Physical Plant and Facilities, and maintenance of infrastructure, utilities, custodial | • Facilities and Operations |
| Communications: District, campus, community and media information & information infrastructure | • District & campus PIO, Information & Technology Support Services, and Student Services |
| Human Health, which includes students, staff, faculty and visitors; this also includes essential staff required to stay on campus | • Student Health Services, allied health care professionals who teach on campus under the supervision or direction of the Student Health Services, Human Resources, Student Services, International Students Office |
| Academic Affairs | • Academic Departments  
• Student Services |
| Internal Support for our own units and off-site locations | • Human Resources |
| Essential administrative functions, which include employee leave, benefit and employment questions, establishing a labor pool to maintain critical functions, purchasing, payroll and student financial aid. | • Human Resources  
• Accounting and Financial Services  
• Student Services, Financial Aid, Registrar |
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

DECLARING AN EMERGENCY AND GRANTING EMERGENCY
AUTHORITY TO THE SUPERINTENDENT/PRESIDENT TO
PREPARE AND RESPOND EFFECTIVELY TO
NOVEL CORONA VIRUS (COVID-19)

WHEREAS, on March 13, 2020, the President of the United States declared a State of Emergency due to the outbreak and spread of novel coronavirus (COVID-19); and

WHEREAS, on March 4, 2020, the Governor of California declared a State of Emergency due to outbreak and spread of novel coronavirus (COVID-19); and

WHEREAS, on March 19, 2020, The Governor of California issued an Order to comply with California State Public Health Directives directing individuals living in California to stay at home except as needed to maintain continuity of operations of critical infrastructure and at all times practice social distancing; and

WHEREAS, it is imperative that the District implement measures and prepare for and respond to potential further spread of novel coronavirus (COVID-19) and support our community healthcare system and responders; and

WHEREAS, strict compliance with various district board policies and administrative procedures would prevent, hinder or delay appropriate actions to prevent and mitigate the effects of novel coronavirus (COVID-19); and

WHEREAS, Section 1102 of the Public Contract Code defines “emergency” to mean “sudden, unexpected occurrence that poses clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services; and

WHEREAS, under California Public Contract Code Section 20654, in an emergency when any repairs, alterations, work or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Board may, by unanimous vote, with the approval of county superintendent of schools, during only the timeframe of this state of emergency do the following; make a contract in writing or otherwise on behalf of the district for performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bid; and

WHEREAS, with the guidelines provided by Governor Newsom it is imperative that employees be allowed to take a leave of absence due to being quarantined, in hospital or sick from the Coronavirus or illnesses with similar symptoms (e.g. cough, fever, shortness of
breath) during this state of emergency, and social distancing be maintained; and

WHEREAS, Education Code 70902 subdivision (d) allows the Board to delegate authority to the Superintendent/President except for nondelegable powers and requires that any delegation prescribe the limits of the delegation; and

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of the Santa Barbara Community College District;

1) Determines that the circumstances described in this Resolution constitute an emergency; and

2) By unanimous vote pursuant to Section 20654 of the Public Contract Code and subject to the approval of the Santa Barbara County Superintendent of Schools authorizes the Superintendent/President to take the actions allowed under section 20654; and

3) Authorizes the Superintendent/President and/or his designee, to take any and all actions necessary to protect safety and ensure the continuation of public education to the extent feasible, including, but not limited to repurposing school facilities and personnel to assist the medical system and first responders, relocation of students and staff; canceling or modifying any activities, programs, or courses; relaxing or waiving specific provisions of board policies and administrative procedures; to provide alternative educational program options; to contract for special services; and

4) Provides leave of absence pay to employees without affecting their leave benefits accrued under Education Code Sections 87765 or 88199, if the absence is due to the employee’s or any of their cohabitants quarantine or self-quarantine associated with novel coronavirus (COVID-19) or illnesses with similar symptoms (cough, fever, shortness of breath); and

5) Authorizes the Superintendent/President and/or appropriate governmental authorities to direct employees to serve as disaster service workers pursuant to Government Code 3100, and/or to make alterations, repairs or improvements to school property to respond or assist healthcare entities or other responders to respond to the emergency.

IT IS FURTHER RESOLVED that

1) The Superintendent/President shall timely report to the Board of Trustees all actions taken under the authority of this Resolution; and

2) Such authorization shall not abrogate the terms and conditions of any collectively bargained agreement, nor shall such actions violate state collective bargaining statutes. The District is committed to working closely with all collective bargaining agents and the Academic Senate as it deals with the complicated and varied employment and 10+1 questions that will arise in the coming weeks, specifically how the transition to a distance education, respectively work-from-home environment will impact its students, faculty and staff; and
3) Nothing in this Resolution is intended to override or conflict with statutes or regulations that do not by their terms provide for such action by the Board; and

4) It is the intent of the Board to work closely with the Superintendent/President, and that the District work proactively and cooperatively with its employees, students, and community entities to protect public health and, to the extent feasible, continue its educational mission.

BE IT FURTHER RESOLVED AND ORDERED that this Resolution is an emergency measure within the mandate and jurisdiction of the Board and is necessary for the immediate welfare of the District and students thereof. Therefore, this resolution shall become effective immediately upon its adoption and shall remain in effect until repealed by formal Board action or the California State of Emergency is ended.

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College District this 23rd day of March 2020, by the following vote:

Ayes: Trustee Nielsen, Trustee Croninger, Trustee Miller, Trustee Parker, Trustee Haslund, Trustee Abboud, Trustee Gallardo.

Noes: None

Abstentions: None

Concur: Student Trustee Igbechi

Dr. Utpal Goswami
Superintendent/President and Secretary/Clerk to the Board of Trustees
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
SANTA BARBARA CITY COLLEGE CHAPTER 289

This memorandum is agreed between Santa Barbara Community College District (District) and the California School Employees Association and its Chapter 289 (together “CSEA”) concerning the District’s response to the coronavirus (COVID-19) epidemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers 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.

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

1) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely COVID-19 infection of District employees or students and at which campus or worksite said infection was found. If the District is informed by the Santa Barbara County Public Health Department that a COVID-19 infection is confirmed or likely on campus, the District will provide appropriate information to any employee physically working in an affected area so that the employee can do so as safely as possible. The District will cooperate with the efforts of the Santa Barbara County Public Health Department to notify employees who have been exposed to someone on campus with confirmed or likely COVID-19 infection.

2) The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). CSEA will cooperate with the Santa Barbara County Public Health Department and the District in any necessary public health actions, such as contact tracing of infected individuals. Employees who are asked to clean campus facilities as part of their duties will be provided training and protective gear appropriate to the tasks assigned. At a minimum, cleaning practices shall follow CDC procedures for Environmental Cleaning and Disinfection Recommendations.
3) Employees are reminded of their right to politely decline a directive if they suspect that there is an unsafe situation, or they think that a directive is in violation of the law until the directive is proven to be safe or not a violation of the law.

4) Pursuant to Article 16.12 of the CSEA Agreement, the District and CSEA currently do not agree that this section of the CBA applies to the current status of the District and neither party waives its right to grieve the issue under the grievance process in the CBA and further agrees to put the issue in abeyance until the District returns to normal operations.

5) The college is currently implementing social distancing strategies: employees are asked to work remotely. Employees who cannot perform their regular duties remotely will be assigned alternate remote tasks as needed and appropriate, which includes training. Employees working at their regular such duties or such alternative assignment remotely will suffer no loss in pay.

6) Some employees may be asked to report to campus to perform specific and necessary tasks.
   a. Employees performing on-campus tasks will maintain sanitary hygiene practices and safe distancing from students and employees.
   b. Once the specific and necessary tasks are completed, these employees will return to their remote assignments if possible.
   c. Employees on quarantine through medical exposure, personal or family medical vulnerability, or other reasonable basis will not be asked to report on campus, though they may still be expected to work at home if not ill.
   d. Employees who need to be home to care for children as a result of a coronavirus-related childcare provider closure or school closure will not be asked to report on campus, though they may still be expected to work at home if not ill.

7) In the event a CSEA bargaining-unit employee:
   a. is exposed to COVID-19 and wishes to self-quarantine, or
   b. wishes to self-quarantine for COVID-19 related reasonable cause including age or medical vulnerability of the employee or employee’s household, or
   c. is individually quarantined due to COVID-19 by official order,
   d. and the employee determines that they cannot work remotely or from home, the employee will receive full pay for that absence.

8) Employees on sick leave due to COVID-19 will be maintained at full pay during their absence.
   a. Employees may be required to provide medical documentation of the COVID-19 diagnosis, updated every two weeks, depending on federal or state requirements. This section will only apply if tests are available, otherwise a note from a doctor is all that is required.
   b. Employees will be required to provide medical clearance to return to work.
9) CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.

10) If an employee needs to be home to care for children as a result of a coronavirus-related childcare provider closure or school closure and the employee determines they cannot work, in conformity with Labor Code section 230.8 and consistent with Article 16.12(b) of the CSEA Agreement, the employee may utilize the Emergency Family and Medical Leave Expansion Act or the Emergency Paid Sick Leave Act (both are included in HR 6201) in conjunction with existing vacation, sick leave, or compensatory time off for purposes of the absence authorized by this section to maintain full pay. An employee also may utilize time off without pay for this purpose pursuant to the CSEA Agreement. Such leaves should be granted as liberally as possible.

This Agreement shall remain in effect until May 9, 2020 or until the college status substantively changes, at which time the parties will meet and renegotiate as necessary. Additionally, either party may request negotiations at any time.

Dated: 4/2/2020
By:
For Santa Barbara Community College District

Dated: 4/2/2020
By: Elizabeth Archaincola
For Santa Barbara City College Chapter 289

Dated: 4/1/2020
By: Maria Moore
For California School Employees Association
Memorandum of Understanding (MoU) between the SBCC Community College District and the SBCC Faculty Association

The parties enter into this agreement in response to the COVID-19 epidemic to (1) slow the spread of COVID-19 by following public health directives, guidance, and practices, (2) maintain the continuity of instruction, and (3) maintaining the pay, benefits and employment status of employees.

1. This Agreement is effective March 12, 2020 through December 31, 2020. Should the need for this MoU Agreement extend beyond December 31, 2020, the Parties may mutually agree to extend this Agreement in additional 30-day increments. This agreement does not set precedent in future situations.

2. The District will inform the Union as soon as possible should it learn of a confirmed or likely COVID-19 infection of District employees or students, or community members utilizing District facilities. If the District is informed by the Santa Barbara County Public Health Department (SBCPHD) or other public authorities that a COVID-19 infection is confirmed or likely on campus, the District will provide appropriate information to any faculty physically working in an affected area. The District will notify the affected unit member immediately or verify that such notification was done immediately by the SBCPHD.

3. Faculty are reminded of their right to politely decline a directive if they suspect that there is an unsafe situation or they think that a directive is in violation of the law until the directive is proven to be safe or not a violation of the law.

4. In the event a bargaining-unit employee contracts or is exposed to COVID-19 and is directed to quarantine themselves, their pay and benefits shall be maintained for the duration of their quarantine.

5. The college on-campus in-person operations have been suspended. Starting March 16, 2020 faculty are asked to work remotely from home or another location determined by the faculty member. Faculty who cannot perform their regular duties remotely may be assigned alternate remote tasks as needed and appropriate, which includes training. There will not be any loss in pay for such alternate assignments. Faculty members working remotely during a campus closure who become ill and cannot perform their job duties may be required to use sick leave.

6. While instruction is provided exclusively online it is understood that no faculty member will be required to work on campus. Faculty could volunteer to perform specific tasks or services on campus on a voluntary basis.

Faculty performing on-campus tasks will maintain sanitary hygiene practices and safe distancing from students and employees. If the District asks a faculty
member to work on campus, the District will provide personal protective equipment and training adequate to assure faculty safety. The District will comply with Santa Barbara County Health Department guidance for cleaning and sanitizing.

7. When Face-to-Face instruction resumes the following exceptions apply:

   a. Faculty on quarantine through medical exposure, personal or family medical vulnerability, or other reasonable basis will not be asked to report on campus, though they still may be expected to work at home if not ill.

   b. Faculty who need to be home to care for children as a result of a coronavirus related childcare provider closure or school closure will not be asked to report on campus, though they will be expected to work at home if not ill.

8. Pursuant to Board Resolution No. 9 (2019-20), in the event a FA bargaining unit member during the term of this agreement:

   a. is exposed to COVID-19 and wishes to self-quarantine, or

   b. wishes to self-quarantine for COVID-19 related reasonable cause including age or medical vulnerability of the faculty or a member of the faculty’s household, or

   c. is individually quarantined due to COVID-19 by official order,

   then FA bargaining unit members will not be required to use paid sick leave or any other form of paid time off during such an eventuality, though they may still be expected to work at home if not ill.

9. Starting March 16, 2020 on-campus in-person operations are suspended and the District has implemented a distance education program during the campus closure, all faculty will be provided any training, materials, and other resources required to prepare and implement such a program. If course migration into a distance/online platform is not feasible for any reason and faculty work cannot be delivered online, faculty will be held harmless and will continue to receive their regular pay and benefits through May 9, 2020. Faculty will not be required to use paid sick leave or any other form of paid time off during such an eventuality.

   a. Spring 2020 Semester

      i. For Spring 2020 semester faculty shall be compensated for training and work in transferring their classes or services to an online format.

      ii. The FA and the District agree that given the college’s current budget crisis full compensation for all additional work done is not
possible. However, the following is a monetary acknowledgement of part of the faculty’s contributions in this effort.

1. All instructional faculty who have not had prior online teaching experience within the last 5 years prior to March 13, 2020 will be paid $400 for training completed in order to move their face-to-face classes into an online format.

2. Part Time instructional faculty will be paid $100 per unit for every face-to-face course they moved into an online format, regardless of how many sections they teach of this course.

3. Full Time instructional faculty will be paid $50 per unit for every face-to-face course they moved into an online format, regardless of how many sections they teach of this course.

4. Hybrid classes will qualify for 50% of the rates listed in No. 2 and 3.

5. ESD part time and full time faculty will be paid $350 for training and set up work resulting from the transformation of SBCC from face-to-face to a fully online environment.

6. Faculty members requesting payment for any of the above will complete and submit an online Google request form providing the information listed below, however, they will not be required to provide detailed documentation of the work and training provided.
   a. the amount of compensation claimed,
   b. the reason for the compensation, e.g., training, or moving a class,
   c. which classes were moved, and
   d. how many units.

7. Department Chairs or their designee may be compensated for additional work or providing training to their department faculty that was caused by the transformation of SBCC from face-to-face to a fully online environment. Demonstrated work will be compensated at the regular stipend rate up to 10% of their regular semester chair stipend.

   iii. All Faculty are encouraged to report hours spent for the aforementioned activities towards their FLEX reporting requirement,
This will not negatively impact their rights to the compensation as outlined in No. 1 through 7.

iv. The requirement for evaluation shall follow the March 18, 2020 MoU between the Academic Senate, the FA and the District.

v. The period of any remote working shall not count as a break in service for the purposes of obtaining regular status under the Education Code, or eligibility for any benefit, including sabbatical leave, RSP (Art. 23) early retirement or Seniority Reassignment Preference under Art. 12 of the CBA.

10. Any additional changes to workload, calendar, or access to campus and resources will be negotiated between the parties in consultation with the Academic Senate Steering Committee.

11. Applicability of this agreement to Cosmetology instructors will be determined no later than June 5, 2020.

Tentatively Agreed to:

Cornelia Alsheimer, PhD
Cornelia Alsheimer-Barthel
President, Faculty Association

Michael W. Shanahan
Vice President, SBCC Human Resources

June 17, 2020
Date

June 16, 2020
Date

Signature: CMalsheimer-Barthel [Jun 17, 2020 08:24 PM]
Email: cmalsheimerb@pipeline.sbcc.edu