

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. 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-Barthel
President, SBCC Faculty Association

May 26, 2020
Date



Michael W. Shanahan
Vice President, SBCC Human Resources

Jun 1, 2020
Date