

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

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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.

(<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>)

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- 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: 

For Santa Barbara City College Chapter 289

Dated: 4/1/2020

By: 

For California School Employees Association