

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS  
SANTA BARBARA CITY COLLEGE CHAPTER 289  
WITH  
SANTA BARBARA COMMUNITY COLLEGE DISTRICT  
REGARDING  
RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT**

This memorandum is agreed between Santa Barbara Community College District (District) and the California School Employees Association and its Santa Barbara City College Chapter 289 (together “CSEA”) concerning the impacts and effects of resumed District operations under COVID 19 conditions.

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 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.

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

OUTLINE of TOPICS

<b>SAFETY</b>	2
Guidelines and Orders	2
Physical Distancing	3
Protective Equipment and Cleaning Supplies	4
Handwashing	4
Face Covering	5
Maintaining Facilities	5
Communication	6
Limiting Access	6
Screening	7
Testing and Tracing	10

Training	10
WORKING CONDITIONS	11
Return of Personnel	11
Remote Work	11
Workload and Staffing Ratios	12
Work Hours	12
Duties	13
ACCOMODATION	13
LEAVE	14
COVID-Related Leave for Quarantine, Illness, or Medical Vulnerability	14
Safety Screening-Related Leave	15
Childcare-Related Leave	15
Dependant Care Leave	17
Partial Closures or Curtailments	17
GENERAL PROVISIONS	17

## **SAFETY**

### **Guidelines and Orders**

1. The District shall follow Cal/OSHA guidance for office workspaces for all employees who interact with public or students. (<https://files.covid19.ca.gov/pdf/guidance-office-workspaces.pdf>)
  - 1.1 The District shall notify CSEA of any new guidelines from OSHA, Cal/OSHA, or local health authorities and shall negotiate the effects of implementing those guidelines.
  - 1.2 The District agrees to modify Food Service operations in accordance with CDC recommendations for restaurants. (<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/business-employers/bars-restaurants.html>)

- 1.1.1. The District agrees to develop strategies to limit physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use).
- 1.1.2. The District agrees to install physical barriers, such as health guards and partitions at POS and other areas where maintaining physical distance of six feet is difficult.

## Physical Distancing

2. The District agrees to maintain physical distancing standards in campus facilities and vehicles generally, including but not limited to implementing plans incorporating the following components.
  - 2.1. 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 CDC recommended distance.
  - 2.2. The District will minimize movement of students and educators or staff as much as possible.
3. The District agrees to develop a plan that ensures physical distancing among staff in their work environment to reduce the spread of virus which includes the following.
  - 3.1. The District shall minimize staff congregation in work environments, break rooms, staff rooms, and bathrooms without proper distancing.
  - 3.2. The District shall avoid the grouping staff together for training or staff development. Virtual training and distancing measures shall be considered.
  - 3.3. In accordance with Cal/OSHA regulations and guidance, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible.
  - 3.4. Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet between employees and students.
  - 3.5. If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces and allow for close interaction between employees and others, or to vary work schedules to allow for proper distancing between employees.

## Protective Equipment and Cleaning Supplies

4. The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.
  - 4.1. The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:
    - 4.1.1. For staff engaged in symptom screening: Appropriate PPE, such as Surgical masks, face shields and disposable gloves
    - 4.1.2. For front office and food service staff: Face coverings and disposable gloves
    - 4.1.3. For custodial staff engaged in surface cleaning: Masks, gloves appropriate for all cleaning and disinfecting
    - 4.1.4. For custodial staff engaged in deep cleaning and disinfecting: Appropriate PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask or respirator) in addition to PPE as required by product instructions
  - 4.2. The District shall implement a plan for ongoing supply of protective equipment.
  - 4.3. The District shall purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings.
  - 4.4. If appropriate protective equipment is not available, employees will not be required to work and maintain full pay until it is safe to work.
  - 4.5. The District shall maintain adequate and appropriate cleaning supplies to continuously disinfect the sites in accordance with CDPH guidance.

## Handwashing

5. The District shall ensure sufficient supplies of resources necessary for hand washing, including hand sanitizers, soap, water, hand washing stations, hand sanitizer, disposable towels or tissues, and no-touch trash cans.
6. The District shall ensure adequate break time for employees to wash hands, at least every half hour in active public facing areas.

## Face Covering

7. The District shall require face covering for every person on site, including students and visitors, in accordance with State health guidelines and orders.

- 7.1. In a circumstance where sufficient physical distancing is difficult or impossible, the District will require all individuals, including staff and students, to wear face coverings that cover the mouth and nose consistent with public health guidance.
- 7.2. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread when physical distancing is not feasible.

## Maintaining Facilities

8. The District shall maintain its facilities in a manner consistent with the safety of its staff.
  - 8.1. The District will maintain appropriate changes to the physical layout of the campus to maintain physical distancing. Measures may include:
    - One-way hallways where viable;
    - Barriers for food service; and
    - Limits on number of students in classrooms or other spaces
    - Stairwells, elevators
  - 8.2. 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.
  - 8.3. The District shall appropriately and promptly remedy malfunctioning toilets or prevent their use.
  - 8.4. The District shall establish and maintain 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 high level of cleanliness, particularly sanitizing high-touch surfaces.
    - 8.4.1. The District agrees to temporary closure and deep cleaning of any specific site upon learning that infected persons were present at that site.
    - 8.4.2. The District agrees that any such temporary closure of site shall be based on reliable, measurable data, and that the data shall be made available to CSEA upon request.

## Communication

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

10. In the interest of protecting community health, any employee may report, in writing, any unsafe condition in the working environment to their immediate supervisor. The supervisor shall, within five (5) working days, respond in writing to the employee stating what has been or is being done to make the condition safe or, if no action will be taken, the reason(s) why.
  - 10.1. All employees shall have the right, without recrimination, to refuse to perform work reasonably considered to be unsafe. Employees may be directed to complete work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).

## Limiting Access

11. The District shall enforce appropriate limitations on access to District sites, including screening of students, employees, and visitors, limits on non-student, non-employee access, and safe arrangements for student access to college sites.
  - 11.1. The District agrees to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers, pursuant to guidance received from County health.
12. The District agrees that should signs of illness become evident while a person is on campus, the District will follow County Health guidelines, which may include referring students to the Student Health Center or sending them home. Staff will be advised to go home per employee COVID protocols.

## Screening

13. The District agrees to maintain specific plans for health screenings and clear standards in accordance with CDC guidelines. Screening may rely on self-screening or on-campus, in person methods.
  - 13.1. Any protocol for utilizing self-screening shall direct students, employees, and visitors to take their own temperature before coming to the workplace.
    - 13.1.1. 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.
    - 13.1.2. 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.
  - 13.2. On-campus, in-person methods of screening may protect individuals using a reliance on Barrier/Partition Controls.

- 13.2.1. During screening, the screener stands behind a physical barrier, such as a glass or plastic window or partition, that can protect the screener's face and mucous membranes from respiratory droplets that may be produced when the employee sneezes, coughs, or talks. Upon arrival, the screener should wash hands with soap and water for at least 20 seconds or, if soap and water are not available, use hand sanitizer with at least 60% alcohol. Then:
- 13.2.2. Make a visual inspection of the individual for signs of illness, which could include coughing, flushed cheeks, fatigue, or other obvious signs of illness.
- 13.2.3. Ask all individuals about COVID-19 symptoms within the last 24 hours and whether anyone in their home has had COVID-19 symptoms or a positive test.
- 13.2.4. Conduct temperature and symptom screening using this protocol:
  - 13.2.4.1. Put on disposable gloves.
  - 13.2.4.2. Check the individual's temperature to ensure temperatures below 100.4 degrees Fahrenheit, reaching around the partition or through the window. Make sure the screener's face stays behind the barrier at all times during the screening.
  - 13.2.4.3. If performing a temperature check on multiple individuals, make sure that you use a clean pair of gloves for each individual and that the thermometer has been thoroughly cleaned in between each check. If disposable or non-contact thermometers are used and you did not have physical contact with an individual, you do not need to change gloves before the next check. If non-contact thermometers are used, clean and disinfect them according to manufacturer's instructions and facility policies.
  - 13.2.4.4. Remove and discard PPE (gloves), and wash hands with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer with at least 60% alcohol.
- 13.3. If social distance or barrier controls cannot be implemented during screening, PPE can be used when the screener is within 6 feet of an individual during screening. However, reliance on PPE alone is a less effective control and more difficult to implement given PPE shortages and training requirements.
  - 13.3.1. Method for Reliance on Personal Protective Equipment (PPE):

- 13.3.1.1. Upon arrival, the screener should wash their hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol, put on a facemask, eye protection (goggles or disposable face shield that fully covers the front and sides of the face), and a single pair of disposable gloves. A gown could be considered if extensive contact with an employee is anticipated. Then:
  - 13.3.1.2. Make a visual inspection of the employee for signs of illness, which could include coughing, flushed cheeks, fatigue, or other obvious signs of illness.
  - 13.3.1.3. Ask all staff about COVID-19 symptoms within the last 24 hours and whether anyone in their home has had COVID-19 symptoms or a positive test.
  - 13.3.1.4. Take the employee's temperature to ensure temperatures below 100.4 degrees Fahrenheit.
  - 13.3.1.5. If performing a temperature check on multiple individuals, make sure that you use a clean pair of gloves for each employee and that the thermometer has been thoroughly cleaned in between each check. If disposable or non-contact thermometers are used and you did not have physical contact with an individual, you do not need to change gloves before the next check. If non-contact thermometers are used, you should clean and disinfect them according to manufacturer's instructions and facility policies.
  - 13.3.1.6. After each screening assignment is completed for the day, remove and discard PPE and wash hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.
- 13.4. Bargaining unit members shall not be required to respond to screening questionnaire questions that are not based on CDC recognized symptoms. CDC-recognized symptoms include, but are not limited to:
  - Fever or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches
  - Headache



- New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea
- 13.5. Temperature checks and questionnaires shall be performed in a confidential manner.
  - 13.6. Digital systems are preferred (such as apps and computer based).
  - 13.7. Screening records shall be kept confidential.
  - 13.8. Screening records shall be destroyed after 40 days or as recommended by CDC and County Health.
  - 13.9. The parties agree no employee discipline may occur related to screenings, except for refusal to comply or misrepresentations, or behavior that violates policy.
  - 13.10. The parties agree that nominal tardy reporting due to physical screening requirements shall not be a basis for discipline, unless abuse occurs.
  - 13.11. Temperature taking duties shall first be offered to bargaining unit members on a voluntary basis. Participating bargaining unit members shall be trained in screening technique prior to screening.

## Testing and Tracing

14. The District shall follow a policy of appropriate notice of potential exposure to COVID-19, including notice to CSEA.
  - 14.1. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
  - 14.2. The District agrees to cooperate with the Santa Barbara County Public Health Department in any necessary public health actions, such as contact tracing of infected individuals.

## Training

15. The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:
  - 15.1. Disinfecting frequency and tools/chemicals used in accordance with the [Healthy Schools Act](#), [CDPR guidance](#) and Cal/OSHA regulations.

- 15.2. For staff who use hazardous chemicals for cleaning, specialized training is required.
- 15.3. Physical distancing of staff and students.
- 15.4. Symptom screening, including temperature checks.
- 15.5. COVID-related updates to the Injury and Illness Prevention Plan (IIPP).
- 15.6. State and local health standards/recommendations.

## **WORKING CONDITIONS**

### **Return of Personnel**

16. Some employees may be asked to report to campus to perform specific and necessary tasks.
  - 16.1. Once the specific and necessary tasks are completed, these employees will return to their remote assignments, if possible.
17. 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.
18. District agrees to give two working days' notice prior to requesting an employee regularly report back to their site. Additionally, up to three working days' notice shall be added to the notice, if necessary, for resolving childcare issues arising from the callback.
19. The District and CSEA agree when CSEA bargaining-unit employees are required to report to work on a regular schedule in their regular classification, for the 2020-2021 academic year, the District will provide CSEA with:
  1. Who is reporting
  2. The necessity of the call-in and/or schedule
  3. Call-in schedule
  4. The duties to be performed
  5. PPE/Health and Safety provisions,unless the College President has determined that, consistent with Santa Barbara County Health guidelines, COVID-related remote working is terminated for the college and there is a return to normal operations. CSEA reserves the right to demand negotiation of the impact of any call-in.
20. Any unit member called in or called back to work after completion of the unit member's regular assignment shall be compensated for at least two (2) hours of work at the rate of one and one-half (1 1/2) times the unit member's regular rate of pay (cash compensation or compensatory time off).

## Remote Work

21. The District and CSEA agree that, for the 2020-2021 academic year, CSEA bargaining-unit employees not called in to work on campus shall continue to be allowed to telecommute (work from home) work remotely until the College President has determined that COVID-related remote working is terminated for the college, and there is a return to normal operations, consistent with Santa Barbara County Health guidelines.
22. The District will provide those working in the CSEA bargaining-unit classifications with sufficient equipment to perform their assigned duties while working remotely.

## Workload and Staffing Ratios

23. The District and CSEA agree to address anticipated or actual increased workload concerns to accommodate CDC guidelines and recommendations (e.g. installation of barriers or partitions, added cleaning schedule, added bus routes, increased extended care enrollment).
24. The District recognizes that remote operation may have a negative impact on workload and/or productivity of the remote employee. Supervisor and staff will work together to resolve workload and productivity issues appropriate to the circumstances.
25. To address the increased workload to employees the district agrees to the following:
  - Employees will be provided an opportunity to give direct feedback to their supervisor on a daily basis regarding workload concerns.
  - CSEA reserves the right to demand negotiation over unresolved workload concerns.

## Work Hours

26. The parties agree bargaining unit employees shall report to work at regularly assigned hours for the 2020-2021 year, per Article 7 of the collective bargaining agreement.
27. While remote working, CSEA bargaining-unit employees are expected to be available during their normal designated working hours, unless the employee and supervisor agree on other arrangements. Supervisors are encouraged to exercise flexibility when determining alternative arrangements.
28. An employee and supervisor may mutually agree on other schedule arrangements, provided the employee takes their statutory break on time, and regular lunch in the approximate middle of their scheduled day. No alternate workday schedule should exceed eight hours including breaks, unless it is overtime or the employee is on an official alternate work schedule.

## Duties

29. The District shall maintain specific plans on how to follow CDC and County Public Health Department guidelines. These plans shall be shared with CSEA.
30. The District and CSEA acknowledge that California Education Code §88001(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature of the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description, and/or possibly outside their normal department. Managers and supervisors must coordinate duty changes outside an employee's normal classification with their senior management. Changes outside the normal classification must be coordinated with HR and negotiated with CSEA.

*EXAMPLES of additional duties that may be required include:*

- *LTA positions being asked to help wipe down and disinfect items within the lab on a regular basis in order to maintain cleanliness standards.*
  - *Certain positions being asked to perform temperature checks on staff or visitors.*
31. The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.

## ACCOMMODATION

32. 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.
33. The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
34. 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.

The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:

- Providing additional or enhanced personal protective equipment (PPE);
- Placing physical barriers to separate the vulnerable employee from coworkers or the public;

- Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
  - Moving the employee workstations.
35. 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), or be allowed to work from home.

## **LEAVE**

### **COVID-Related Leave for Quarantine, Illness, or Medical Vulnerability**

36. The District will accept all workers’ compensation claims related to COVID-19, and will process according to regular policy.
37. 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 reasonably cannot work remotely or from home, the employee will receive full pay for that absence.
38. 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
39. 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.
40. When an employee is potentially exposed 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 14 calendar days and will be expected to self-isolate.
41. Leaves due to COVID-19 related events: In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, or wishes to self-quarantine for reasonable cause (i.e. family members who are uniquely vulnerable), the employee may use available leaves without fear of reprisal.

42. The District agrees to protect and support staff who have medical conditions that will or might 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 such as telework or negotiated change in classification or duties.
43. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine for reasonable cause at no loss to individual leaves or pay.

## Safety Screening-Related Leave

44. 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.
45. Any employee who reports to work but is sent home due to coronavirus shall receive one day's reporting pay for that day.

## Childcare-Related Leave

46. 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 existing vacation, sick leave, or compensatory time off for purposes of the planned absence authorized by this section. 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.

**HR 6201:** The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Specifically, HR 6201 provides as follows, effective 4/2/20:

- a. 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee's regular rate of pay (up to \$511 per day and \$5,110 in total) if:
  - i. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
  - ii. The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
  - iii. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.

b.80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:

- i. The employee is caring for an individual subject to an order or advised to self-isolate;
- ii. The employee is caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
- iii. The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

47. The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.
48. The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days.
49. The parties acknowledge that these changes apply to District employees and that they may use any previously accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.
50. Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children.

## **Dependent Care Leave**

51. The District shall utilize "hold-harmless" leave in the case that Employee is caring for an individual subject to an order or who is advised to self-isolate.

## **Partial Closures or Curtailments**

52. 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, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Members may be temporarily reassigned duties or relocated in consultation with CSEA. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities.

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.

53. CSEA support for full funding: CSEA 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.

## **GENERAL PROVISIONS**

54. Compliance with further governmental orders: 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.
55. Duration of Agreement: This agreement shall remain in effect through June 30, 2021.
56. 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 3 of the CBA, except as follows:
  - 56.1. The definition of a grievant: Only CSEA can be the grievant, not an employee.
    - 56.1.1. The definition of a grievance: A “grievance” does not require CSEA to be “adversely affected” for a grievance to be filed regarding an alleged violation, misapplication or misinterpretation of a provision of this agreement.
  - 56.2. After attempting to resolve the grievance through an informal grievance resolution meeting between CSEA and the District, if the grievance is not resolved, CSEA may move the grievance immediately to the final step of the grievance process.
  - 56.3. CSEA and the District agree that any alleged violation, misinterpretation, or misapplication of the terms of this agreement is time sensitive and therefore shall be resolved in expedited arbitration before an arbitrator mutually agreed upon by CSEA and the District.
  - 56.4. Arbitration shall be scheduled within twenty (20) working days once the request for arbitration has been submitted, unless a different timeline is mutually agreed upon by CSEA and the District.
  - 56.5. The Arbitrators decision on any grievance filed on an alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be final and binding upon CSEA and the District.



57. The parties agree to meet and further negotiate any proposed changes to the terms agreed upon herein.

This tentative Agreement is subject to ratification by Chapter 289 and the approval of the CSEA and the Santa Barbara Community College District Board.

Dated: Oct 7, 2020

By:   
For District

Dated: Oct 7, 2020

By:   
For Chapter 289

Dated: 10/2/2020

By:   
For California School Employees Association









# CSEA\_MOU\_REOPENING\_FINAL

Final Audit Report

2020-10-07

Created:	2020-10-07
By:	Rachel Walsh (rewalsh1@pipeline.sbccc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAArfJ1ie3ZxV0Li6GqPmmkjXMtw0758Fqe

## "CSEA\_MOU\_REOPENING\_FINAL" History

-  Document created by Rachel Walsh (rewalsh1@pipeline.sbccc.edu)  
2020-10-07 - 5:29:02 PM GMT- IP address: 72.194.23.79
-  Document emailed to Michael Shanahan (mshanahan@pipeline.sbccc.edu) for signature  
2020-10-07 - 5:29:49 PM GMT
-  Email viewed by Michael Shanahan (mshanahan@pipeline.sbccc.edu)  
2020-10-07 - 6:10:29 PM GMT- IP address: 66.249.84.217
-  Document e-signed by Michael Shanahan (mshanahan@pipeline.sbccc.edu)  
Signature Date: 2020-10-07 - 6:10:47 PM GMT - Time Source: server- IP address: 76.90.35.65
-  Document emailed to Liz Auchincloss (eeauchinclos@pipeline.sbccc.edu) for signature  
2020-10-07 - 6:10:50 PM GMT
-  Email viewed by Liz Auchincloss (eeauchinclos@pipeline.sbccc.edu)  
2020-10-07 - 9:35:13 PM GMT- IP address: 66.249.84.193
-  Document e-signed by Liz Auchincloss (eeauchinclos@pipeline.sbccc.edu)  
Signature Date: 2020-10-07 - 9:35:43 PM GMT - Time Source: server- IP address: 72.205.64.51
-  Agreement completed.  
2020-10-07 - 9:35:43 PM GMT