

Memorandum of Understanding
Between the
San Luis Coastal Unified School District
And
San Luis Coastal Teachers Association
School Closure/COVID-19 Issues

This Memorandum of Understanding (MOU) is made and entered into between the San Luis Coastal Unified School District (District) and the San Luis Coastal Teachers Association (SLCTA) with regard to the closure of District schools and programs as a result of COVID-19.

RECITALS

- A. District's school sites will be closed from March 15, 2020 to April 13, 2020 due to the COVID-19 pandemic and the District expects on site instruction to be postponed for an unknown period of time.
- B. On March 13, 2020, California Governor Gavin Newsom issued Order N-26-20 to ensure California public school districts retain state funding during physical closures and requires school districts that close schools to continue delivering high-quality educational opportunities to students through other options such as distance learning;
- C. On March 16, 2020, the President issued updated guidelines to prevent the spread of COVID-19 recommending measures for schools including continuing to educate students through distance learning when possible;
- D. On March 17, 2020, the County of San Luis Obispo issued a "shelter-in-place" order.
- E. The District and SLCTA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the SLCUSD and its teachers and staff. We recognize the importance of prudent measures to prevent SLCUSD employees, students, their families, or other people using SLCUSD facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of SLCUSD operations should be maintained, and provisions should be made for SLCUSD employees who are impacted by the pandemic.

In light of the foregoing priorities, the District and SLCTA agree as follows:

Safety Promotion

- o The District will provide accurate information and training 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). Unit members and SLCTA will cooperate with the District in any necessary public health actions.

- o If District employees are directed to report to work during closures, the District shall implement, to the extent feasible, social distancing measures and guidelines in adherence with the most current language being disseminated by the San Luis Obispo Public Health Department. The District shall maintain awareness of updated protocols, and shall clearly communicate updated guidelines to employees as soon as practical.

- o The District will ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning with water and kept stocked with soap and paper towels.

- o The District will, to the extent possible, work to clean and disinfect campuses during the coronavirus outbreak, while staff are required to be on campus and prior to schools reopening.

- o Staff can optionally take online training/testing in order to have microbial disinfectants in their work space.

- o Unit members will be notified by email, electronic communication, or phone about any school closures, including any decisions to extend school closures once they commence.

- o Unit members' compensation and benefits shall not be reduced due to the school closures. Extra duty pay that is on-going (such as athletic and activity stipends) and duties previously performed shall be paid for the remainder of the school year. Extra duty pay for work that has not started will not be paid.

- o Unit members shall not be directed or required to report to their worksite while their worksite is closed to students, so long as the district determines that they can provide and drive adequate instruction remotely. If the district determines that instructional needs require work on site by a unit member, any directives to the unit member will be consistent with law and DPH (Department of Public Health) recommendations or orders. Should this occur, the District will consult with SLCTA.

Employee Leave Issues

- o If an employee is directed to quarantine due to Coronavirus exposure, or belongs to populations deemed by the San Luis Obispo Public Health Department as uniquely vulnerable to the effects of the virus (age 65 or older, or at higher risk for serious illness, or as a caregiver for person(s) at higher risk), but are still working remotely, there should be no loss of individual leaves or pay.

- o If an employee is taken ill with the symptoms of coronavirus, and unable to work as a result, they will use the leave that they have available according to the contract. Should an employee exhaust all accrued regular sick leave, a doctor's note would not be required to access extended sick leave (e.g. differential leave). Should an employee exhaust all available leaves, the District will allow up to one year advanced sick leave accrual to supplement extended sick leave, upon approval from the Human Resources Director.

- o Bargaining unit members who are working at District sites and who exhibit symptoms that are consistent with symptoms of the virus (e.g. fever, cough, and difficulty breathing) may be sent home by the District and shall use any available paid leaves for the duration of the active symptoms unless they can work remotely. Unit members shall not return to work until the unit member provides reasonable and appropriate medical documentation clearing the unit member to return to work without posing a risk to self or others.

- o Any medically able employee who refuses to work remotely shall be placed in unpaid status, unless the employee uses a legally accepted form of leave.

Training for Instruction

All unit members who need additional training will be provided that training to the extent possible on Google Apps for Education and other district supported resources required to prepare and implement a virtual learning program.

Virtual Learning

- o During the school closure, unit members will continue their work remotely and fulfill contractual work hours, ensure on-going communication with students and families, encourage student engagement, and remain in regular communication with their school site.
- o “Virtual learning” is defined as instruction in which the student and instructor are in different locations. This may include interacting through the use of computer and communications technology, as well as delivering instruction and check-in time with their teacher.
- o Unit members will be allowed to access their disinfected classroom space for necessary technology and materials.

Special Education Considerations

The parties agree that the District and its staff shall work collaboratively to provide educational services to students with disabilities to meet all requirements of law. Special education staff and unit members shall work remotely with the parents of all students with disabilities to notice meetings, conduct remote meetings, and modify Section 504 plans and IEP’s to ensure compliance with all applicable laws, as those laws may be modified by relevant governmental agencies due to the COVID-19 pandemic.

Evaluations

Certificated evaluations, however conducted in the 2019-2020 school year, shall be deemed complete.

Term of MOU

The term of this MOU shall be until June 30, 2020.

Miscellaneous

- o This agreement is not precedent-setting and has been created to address an emergency situation.
- o The parties agree to meet and negotiate in good faith as soon as possible if any order is issued by a federal, state or local officer or agency that impacts or contradicts the terms of this MOU.
- o Upon written request by either party, the parties agree to meet and negotiate in good faith as soon as possible if changed conditions warrant changes to the MOU.
- o All other terms of the Collective Bargaining Agreement will remain unchanged.
- o During the term of this agreement, the District will continue to consult with SLCTA.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT



Christin L. Newlon
Director of Human Resources
District Negotiations Chairperson

3-24-20

Date

SAN LUIS COASTAL TEACHERS ASSOCIATION



Emily Cappellano
Association President

3-24-20

Date