

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #444
REGARDING THE CORONAVIRUS (COVID-19) RESPONSE**

Given the extraordinary situation facing the nation due to the outbreak of the coronavirus (COVID-19) and directives from the State of California to close schools immediately to stop the rate of exposure and infection, the local chapter of the California School Employees Association ("CSEA" or "Association") and San Luis Obispo County Office of Education ("Employer" or "SLOCOE") have convened and discussed the following:

The Employer and CSEA ("Parties") recognize the importance of maintaining safe facilities and operations for the benefit of the students and communities served by the Employer and its teachers and staff.

The Parties recognize the importance of prudent measures to prevent Employer employees, students, their families, or other people using Employer facilities from being exposed to or infected with the coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease.

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

- 1) The Employer will inform CSEA, as soon as practicable, of a confirmed coronavirus infection of an Employer employee or student. Absent of violating confidentiality, as much information as reasonably and legally permissible will be provided to CSEA leadership in an effort to inform members who may have been in contact with the employee or student. The Parties agree the Employer is not required to disclose the name of the employee or student. CSEA President will be notified which worksite said infection was found.
- 2) The Employer will provide information to bargaining unit members regarding public health measures, hygiene, and sanitation to help prevent the spread of the virus. The Employer will take reasonable steps to ensure that its facilities have the necessary supplies for preventative sanitation measures such as soap and water, disposable towels or tissues, or hand sanitizer. CSEA will cooperate with the Employer in any necessary public health actions, such as engaging in contact tracing of infected individuals. Bargaining unit members are reminded of their duty to do assigned work absent reasonable fears for their health or safety. Should a bargaining unit member refuse to do work for fear of their health or safety, the issue will be brought to your immediate supervisor.

Additionally, in the event that employees of the SLOCOE are required to report to work during closures, the SLOCOE shall implement social distancing measures and guidelines in adherence with the most current language being disseminated by the San Luis Obispo County Public Health. The SLOCOE shall maintain awareness of updated protocols and shall clearly communicate updated guidelines to employees on a regular basis.

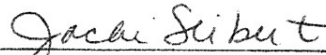
- 3) In the event a CSEA bargaining unit member is exposed to the coronavirus or is determined to have contracted the coronavirus, the Employer's sick leave policies will be liberally construed to encourage the bargaining unit member not to infect others by coming to work. A bargaining unit member will be expected to use any available sick and/or vacation leave. Eligible unit members may also be entitled to any new COVID-19 related federal and/or state leave benefits. When all available leaves have been exhausted, unit members may have the option to accrue a negative leave balance. A bargaining unit member with medical proof of being considered "high risk" to the coronavirus, as defined by the San Luis County Public Health department will only be asked to work remotely to the best of their ability. CSEA will notify bargaining unit members of the Employer's commitments, but shall not encourage its members to take leave unless there is an actual medical reason to do so.
- 4) a) In the event some or all Employer facilities must be closed for business and or any Employer operations are curtailed due to the coronavirus, the Employer will identify essential operations and necessary personnel required to report for work.
- b) A bargaining unit member will not suffer any loss of pay or benefits relative to his/her regular schedules for the period of a closure or curtailment. Subject to the condition in (c) below, the Employer shall continue to pay a bargaining unit member's regular salary for any period during which his/her work location is closed or duties are impacted because of the coronavirus. A bargaining unit member that is not ill and meets the requirements in (c) below, will not be required to use paid sick leave or any other form of paid time off during such a situation. However, the Employer may temporarily reassign a classified employee or assign alternative duties based on operational needs.
- c) A bargaining unit member will continue to receive pay and benefits provided the bargaining unit member is ready, able, and willing to perform his/her duties or alternative duties. In the event it is not possible for a bargaining unit member to continue to perform his/her regular job duties due to a closure or curtailment, the Employer shall offer alternative duties for the bargaining unit member to perform. A bargaining unit member performing alternative duties will be compensated at his/her regular rate of pay.
- The Employer will notify a bargaining unit member of the duties to be performed by 5:00 p.m. the evening prior to the day the bargaining unit member is scheduled to report for work.
- d) SLOCOE and CSEA recognize that normal schedules may not be possible and will liberally apply Article V as it relates to flexible schedules, hours, non-traditional days of work and work locations (i.e. working remotely), as mutually agreed upon. In execution of flexible schedules employee safety will take priority.
- e) Section 4 (a)-(d) will apply until normal operations resume.
- f) Bargaining unit members on leaves of absence unrelated to school closures that are partial or unpaid leave (e.g. sick leave, FMLA, baby-bonding, etc.) will receive pay and benefits commensurate with their leave status. Stipends may be

prorated based upon the work performed. Normal leave provisions stated in the bargaining unit contract will apply during the period of school closure.

- g) Bargaining unit members shall check their email and/or other manner of communication established with their supervisor on a daily basis for the most current updates on the situation.
- 5) CSEA and SLOCOE will support efforts to maintain funding pursuant to California Executive Department Executive Order N-26-20, Education Code sections 41422 and 46392 in the event of a closure of any Employer facilities or program due to the coronavirus
- 6) The Employer may seek to add additional school days to this school year or next school year. The Employer will seek to staff such additional days first by using CSEA bargaining unit member volunteers. Such work shall be compensated at least the same as during the regular school year. Before requiring a bargaining unit member to provide additional service on an involuntary basis, the Employer will negotiate further with CSEA.
- 7) The Employer shall respond to a request by a bargaining unit member who is a parent or guardian that is scheduling childcare or required to be absent because of a school emergency caused by coronavirus-related closure pursuant to the CSEA Collective Bargaining Agreement, Article 7, Personal Necessity Leave. Both parties understand that due to the current state of emergency, the advance notice requirement in Article 7, Personal Necessity Leave, is not applicable.
- 8) The Employer may designate bargaining unit members to serve as disaster service workers pursuant to Government Code section 3100.
- 9) This Memo of Understanding is effective through June 30, 2020 and is not intended to set precedence for any future agreements and written understandings.

For CSEA:

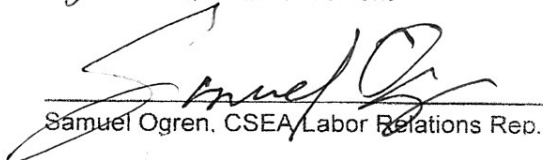
For SLOCOE:



Jacki Seibert, CSEA President



Thomas Alvarez, Chief HR Officer



Samuel Ogren, CSEA Labor Relations Rep.

Date 3/27/2020

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