

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION
AND
SAN LUIS OBISPO COUNTY EDUCATION ASSOCIATION/CTA/NEA
Reopening Schools/Distance Learning MOU**

August 3, 2020

The San Luis Obispo County Superintendent of Schools ("County") and San Luis Obispo County Education Association/CTA/NEA ("Association"), collectively referred to as the Parties, enter into this Memorandum of Understanding ("MOU") regarding the issues related to reopening schools in the 2020-21 school year in distance learning as required by the State of California because of the coronavirus COVID-19 ("coronavirus").

The parties have a collective bargaining agreement (CBA) that runs through the 2020-2021 school year. The parties will rely on that bilaterally created document, except as provided herein.

The parties agree to the following:

1. The most appropriate location to provide instruction is at the assigned work location. Certificated unit members will report to their worksite during instructional time only. The County agrees to engage in the interactive process to determine temporary modifications and/or reasonable accommodations as it understands that unit members may have extenuating circumstances that may require a modification of their work setting during distance learning only. The County shall consider these requests on a case by case basis. If a bargaining unit member requires flexibility in their work location, they shall submit a request on a County provided form to Human Resources. Remote work location authorizations are temporary in nature and may be revoked by the County if the bargaining unit member is not providing distance learning according to the expectations in this agreement. Should the County reopen to in-person instruction under County Health guidance, the County retains the right to direct bargaining unit members to perform their regular assignments at the assigned work location/sites.
2. A bargaining unit member may request authorization from the site administrator/supervisor to be bring his/her child(ren) to his/her classroom while distance learning is occurring on campus. The request must include a plan for supervising the child(ren) and the bargaining unit member must sign a waiver of liability.
3. A bargaining unit member authorized to work remotely must ensure that he/she has sufficient access to curriculum, materials, supplies and consistent technology to adequately provide instruction to students, conference with parents, colleagues, administrators, and students. The bargaining unit member must ensure that the work location is professional, safe,

confidential, and sufficiently without distractions in order to focus on work responsibilities.

4. The County shall not be required to reimburse a bargaining unit member working remotely for internet or other technology expenses.
5. In order to maintain uniformity, continuity and accountability of service, the County shall approve the authorized distance learning platforms for instruction.
6. Teachers will continue to plan and implement a standards based distance learning program of study, employing a variety of instructional techniques and instructional media that meet the individual needs, interests and abilities of the students which includes synchronous and asynchronous learning. All staff will be offered training to implement distance learning standards for schools as required by Senate Bill 98 (SB 98).
7. Teachers will continue to maintain accurate, complete and correct records as required by law, policy and administrative regulations.
8. Teachers shall be required to attend no more than two (2) one hour staff meetings a month.
9. The County will provide wall mounted hand soap dispenser and hand sanitizer for every classroom and wall mounted soap dispenser in every bathroom, and access to hand sanitizer at each unit member's work station who does not have access to a sink.
10. The County will ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning and stocked with soap and paper towels.
11. The County will ensure that every classroom that is being used by teachers during distance learning is cleaned and disinfected daily.

12. Building Cleaning and Disinfection Schedule:

Custodial Staff will continue to disinfect high contact surfaces in break rooms, restrooms, and other common areas (i.e. door handles, lobbies, etc.) frequently. Those areas receiving more traffic should be disinfected more often. As a best practice, the County will disinfect on the following schedule and maintain a log capturing actions:

- a. Public Restrooms: Twice daily
- b. Employee Breakrooms: Daily
- c. Employee Restrooms: Daily
- d. Other employee shared areas: Daily
- e. High contact surfaces (door handles, light switches, etc.): At least daily and more frequently if needed

- f. Disinfect all stations: Weekly on Friday's as a precautionary step in order to create a safe place

11. Personal Workstations Responsibility

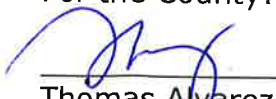
Each staff member will be required to take the "HAS Basic Pest Management in the School and Childcare Settings" at www.GetSafetyTrained.com , provided by Schools Insurance Program for Employees (SIPE). (Please go to the website and select SLOCOE as your Employer and enter in your email and password. If you have forgotten what your password is just press the "Forgot Email or Password?" phrase situated below the red sign in button. It will then prompt you in retrieving your password).

This training provides proper guidance and instruction on how to complete required workstation cleaning and disinfection. It is expected that employees disinfect their workstation throughout their work day, preferably a minimum, of twice a day while at work. We have created a video which employees can review on our SLOCOE website COVID-19 Information and Resources page under For SLOCOE Employees box at <https://www.slocoe.org/covid-19-information-resources/>

- 13. The County will comply with federal, state and local guidelines/orders related to COVID-19.
- 14. Unit members who have a doctor's note indicating a higher risk for serious illness from coronavirus because of age, a serious long-term health problem, or otherwise, may seek accommodations and/or temporary modifications.
- 15. The County will provide appropriate software and training/guidelines (Zoom, Google Suite, etc.) for distance learning.
- 16. The school sites will be cleaned and disinfected before staff or students return.
- 17. Negotiable issues might arise due to statutory changes as well as governmental directives, guidelines and protocols related to the further reopening of schools which may require further negotiations during the 2020-21 school year.

This MOU shall expire in full without precedent on June 4, 2021, unless extended by mutual written agreement.


For the County:



Thomas Alvarez
Chief HR Officer

8/6/2020

For the Association:



Jeanne Buchanan, President,
SLOCEA/CTA