

**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION
AND
CSEA AND ITS CHAPTER 444**

2020-2021 DISTANCE LEARNING PRACTICES DURING THE COVID-19 PANDEMIC

This memorandum is agreed between San Luis Obispo County Office of Education (SLOCOE) and the California School Employees Association and its San Luis Obispo Chapter 444 (together “CSEA”) concerning the impacts and effects of SLOCOE operations during the COVID 19 pandemic during the 2020-21 school year.

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.

A. The SLOCOE and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the SLOCOE and its faculty and staff. The Parties agree that continuity of SLOCOE operations should be maintained.

B. Subsequent negotiations will be convened in for traditional school and hybrid models.

C. The Parties recognize the need for flexibility in order to comply with legal mandates and mandates issued by the Governor’s office, as well as directives issued by state and local public health officers. The Parties also recognize the ambiguity contained in various laws, orders and directives that have been issued to school districts to guide the reopening of schools for the upcoming school year and constantly changing guidelines and health conditions, creating a need for flexibility as such orders, directives and conditions may change from time-to-time.

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

1. SAFETY CONDITIONS:

- a. The parties recommit to following Article 13 Safety Conditions of Employment in the collective bargaining agreement.
- b. The SLOCOE and bargaining unit employees shall adhere to the COVID-19 directives mandated by the California Department of Public Health, the California Department of Industrial Relations Division of Occupational Safety and Health, the San Luis Obispo County Health Department (“Health Directives”).
- c. **FACE COVERINGS:** All unit members shall wear a face covering (mask or face shields) which cover the mouth and nose as required by state or local guidance or orders. Unit members with accessibility concerns, allergies, or acute or chronic respiratory illness

which makes wearing a face covering problematic should contact Human Resources. The SLOCOE retains the authority to determine whether an exemption may be granted to an individual. There may be situations when the universal mask policy must be upheld, for example in classes where individuals may be present, or as a student accommodation. Upon request, the SLOCOE will provide face coverings to unit members. When the unit member is working outside and appropriate physical distancing from others can be consistently maintained, unit members will not be required to wear face coverings. Individuals may step outside periodically, to remove their masks for fresh air. The SLOCOE reserves the right to modify this requirement based on Health Directives and guidelines, as those directives and guidelines may change from time-to-time.

- d. **TRAINING:** The SLOCOE will provide accurate information in public health measures, hygiene, and sanitation to help prevent the spread of the COVID-19 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). The SLOCOE will provide staff training in accordance to guidance from the California Department of Public Health.
- e. **PERSONAL PROTECTIVE EQUIPMENT:** The SLOCOE will provide personal protective equipment to unit members who request it to comply with Public Health Guidance issued by state and local public health officials. The SLOCOE will provide training to unit members on proper use of personal protective equipment. Personal protective equipment can include but will not be limited to: face shields, masks, gowns, gloves, and eye protection. Should appropriate PPE and/or sanitation supplies not be available on site, unit members will not be required to complete the task until such PPE and/or sanitation supplies are made available.
- f. **PHYSICAL DISTANCING:** To ensure physical distancing in classrooms and school site facilities, such areas shall be configured to encourage and maintain reasonable physical distancing between staff and students, as practicable, if required by state or local guidance or orders. Virtual training, virtual staff meetings, and distancing measures shall be implemented when practical. Barriers for food service, office staff, on buses, library, and other instances where employees interface with the public or other large groups, as practicable and required by public health and state guidelines.

The SLOCOE will make every reasonable effort to maintain workspaces in accordance with Cal/OSHA regulations and guidance, CDC recommendations and CDE guidelines. If physical distancing between workspaces or between employees and students/visitors is not possible, the SLOCOE agrees to install physical barriers to separate workspaces and allow for close interaction between employees and others. The SLOCOE shall require face covering for every person on site, including students and visitors, so long as required by California state health guidelines and orders.

- g. **WORKPLACE CLEANLINESS AND CAMPUS HAND SANITIZING STATIONS:** The SLOCOE shall ensure hand sanitizing/hand washing supplies are frequently checked

and restocked and that hand sanitizing stations are placed at all school sites in numerous locations throughout each campus.

h. 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, SLOCOE will disinfect on the following schedule and maintain a log capturing actions:

1. Public restrooms: Twice daily
2. Employee breakrooms: Daily
3. Employee restrooms: Daily
4. Other employee shared areas: Daily
5. High contact surfaces (door handles, light switches, etc.): At least daily and more frequently if needed
6. Disinfect all stations: Weekly on Friday's as a precautionary step in order to create a safe place.

i. Injury and Illness Prevention Plan (IIPP): The SLOCOE agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis, and agrees to make updates accessible to employees and parents.

j. LIMITS ON SLOCOE ACCESS: Any student, parent, caregiver, or visitors showing symptoms of COVID-19 will be excluded from SLOCOE work and school sites. To protect visitors and employees, the SLOCOE will comply with guidance from public health officials.

k. STAFF SYMPTOM SCREENING: The SLOCOE adopts the following guidelines for unit members when entering SLOCOE work and school sites:

- i. All unit members are responsible for personally assessing their own health and possible exposure to the virus causing COVID-19 at least daily while on campus. This includes considering whether unit members have experienced any symptoms, including: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell, and gastrointestinal symptoms like nausea, vomiting, or diarrhea.
- ii. Unit members exhibiting any symptoms, or who believe they have been in close contact with someone who may have COVID-19, shall immediately contact their healthcare provider and avoid contact with other individuals. Unit members with symptoms agree to stay home, notify their supervisor and Human Resources of their absence in accordance with usual procedures, and seek medical care as appropriate/if applicable. Unit members must notify Human Resources if experiencing a COVID-related absence so questions can be answered. HR can help with leave information while also ensuring the safety of others. (As currently defined by the CDC,

for COVID-19, a close contact is anyone who was within 6 feet of an infected person for at least 15 minutes starting from 48 hours before the person began feeling sick until the time the patient was isolated). This shall also apply when both parties are wearing facial coverings.

iii. Unit members shall also stay home if they have been told by a health care provider to quarantine or isolate due to COVID-19 precautions. Unit members who are quarantined by the public health department shall not return to work until cleared by the public health department.

l. **CONTACT TRACING:** The SLOCOE will work with the San Luis Obispo County Public Health Department to initiate contact tracing upon notification that an employee or student has been infected with COVID-19 and send all required notices, while ensuring the unit member confidentiality as required by law. Unit members shall cooperate with contact tracing as requested by the SLO Public Health Department and the SLOCOE. Unit members should know their closest contacts. As defined by the CDC, for COVID-19, a close contact is anyone who was within 6 feet of an infected person for at least 15 minutes starting from 48 hours before the person began feeling sick until the time the patient was isolated.

m. **REPORTING UNSAFE WORKING CONDITIONS:** In the interest of protecting community and workplace health, any unit member shall report, in writing, to their immediate supervisor, any unsafe condition in the working environment, as related to COVID-19. The supervisor will respond, in writing, within four (4) working days to address the concern.

n. **HEALTH DIRECTIVES UPDATE:** The SLOCOE reserves the right to modify requirements based on Health Directives and guidelines, as those directives and guidelines may change from time-to-time. If health directives change to loosen restrictions, the SLOCOE will notify CSEA leadership of any such modifications.

2. HOURS OF EMPLOYMENT:

a. **WORK EXPECTATIONS:** Contracted days and/or contracted hours of employment shall be adhered to in accordance with Article V – HOURS of the CSEA collective bargaining agreement. Whether working on-site or remotely, unit members are expected to be working and available on all contractual duty days during their regular work hours.

b. **WORK SITE:** The SLOCOE reserves the right to determine the location from which each unit member should work (e.g. home, school or other location). The SLOCOE reserves the right to determine whether offices/facilities are open for the public during distance learning. When feasible, and if applicable to a unit member's classification/job responsibilities, site administrators will work with affected employees to accommodate working remotely. For applicable classifications (i.e. office-based unit members, general education and enrichment support staff, etc.), a primary means of working remotely may involve the staggering of on-site/remote work location. If the SLOCOE obtains a waiver

for targeted individual or small group in-person services for at-risk students, unit members may be required to report to the district in person.

- c. **ACCOUNTABILITY FOR REMOTE WORK:** During the distance learning period, for unit members who are not satisfactorily performing their job duties, a reasonable and immediate effort will be made to rectify any unsatisfactory practices. The SLOCOE's decision to require the unit member to work on site will not be grievable.
3. **TRANSFERS:** Unit members may be asked by the SLOCOE to work in a lower or equal classification. In such instance, the SLOCOE will endeavor to assign alternative duties that are within the employee's capability. A bargaining unit member performing alternative duties will be compensated as his/her regular rate of pay., or the compensation shall be in accordance with SLOCOE/CSEA CBA Article 3.5 as applicable. This section shall apply if the alternative duties are at a higher level and job range than their current classification for the term of this agreement. Unit members who are not satisfied with their assignment may request an alternate assignment. The SLOCOE will consider these requests and accommodate if possible.

The SLOCOE 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.

Any change to a unit member's duties shall not be deemed to constitute a transfer or reassignment under the SLOCOE/CSEA CBA. The assignment of alternative duties shall not exceed the duration of this agreement.

Employees can request a leave of absence in accordance with the SLOCOE/CSEA CBA.

4. **LEAVES OF ABSENCES:** Leaves will be evaluated and applied based on the individual circumstances for each unit member pursuant to Article VII, Leaves of Absence. Unit members shall provide the District with appropriate documentation from their medical provider prior to being placed on paid leave. Leaves for COVID related illnesses shall be as follows:
- a. *Families First Coronavirus Response Act* – Unit members shall first use leave rights pursuant to the Family First Coronavirus Response Act (FFCRA).
 - b. *Sick Leave* – After exhaustion of FFCRA Leave, unit members will use their sick leave.
 - c. *Extended Sick Leave* – After an employee has exhausted all leaves listed above, unit members will be entitled to use their extended illness leave in accordance with Article VII Leaves of Absence.
 - d. When all available leaves have been exhausted, unit members may have the option to accrue a negative leave balance for up to one year. The process to rectify the negative leave balance would be paid from future monthly vacation accruals prior to July 1st. If the employee still has a negative leave balance on July 1st the negative leave balance would be paid from sick leave granted to the employee on July 1st.
 - e. All leaves currently established in the SLOCOE/CSEA CBA currently apply.

5. SITE CLOSURE:

- a) In the event some or all SLOCOE facilities must be closed for business and/or any SLOCOE operations are curtailed due to the coronavirus, SLOCOE will identify essential operations and necessary personnel required to report for work.
- b) A 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 SLOCOE shall continue to pay a 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 unit member that is not ill and meets the requirements of (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 SLOCOE may temporarily reassign a unit member or assign alternative duties based on operational needs in adherence with section 3 (Transfers) of this MOU.
- c) A bargaining unit member will continue to receive pay and benefits provided the unit member is ready, able, and willing to perform his/her duties or alternative duties. In the event it is not possible for a unit member to continue to perform his/her regular job duties due to a closure or curtailment, the SLOCOE shall offer alternative duties for the unit member to perform. A unit member performing alternative duties will be compensated at his/her regular rate of pay.
- d) 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 under such circumstances.

6. ACCOMODATION FOR HIGH-RISK:

- a. Interactive Process and Reasonable Accommodation. SLOCOE will engage in the interactive process with an unit member that has an underlying health condition qualifying them for reasonable accommodation since they may be at high-risk of serious illness due to COVID-19, and who provide the appropriate medical documentation. During the interactive process, unit members may request that a union representative be present. Where feasible, the SLOCOE shall consider requests for accommodations such as remote work, modifying the physical layout of their on-site work location, and providing additional safety equipment or devices.
- b. Medical Susceptibility. Unit members who provide documentation of an underlying high-risk condition, or are age 65 or older, or reside with someone with documentation of an underlying high-risk condition who may therefore be at high-risk for COVID-19 exposure may, upon written request, meet with Human Resources staff to discuss reasonable accommodations or temporary modifications. During these meetings, such unit members may request that a union representative be present.

- 7. ADDITIONAL DAYS:** The SLOCOE may seek to add additional school days to this school year. The SLOCOE will seek to staff such additional days first by using the 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 SLOCOE will negotiate further with CSEA.

8. **CHILDCARE:** The SLOCOE 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. The SLOCOE shall deal with requests by employees who are parents to deal with a childcare provider or school emergency caused by coronavirus-related closure in conformity with Labor Code section 230.8 and the Families First Coronavirus Response Act (HR 6201).

9. **GENERAL PROVISIONS:**
 - a. **NOT PRECEDENT SETTING.** The Parties agree that this MOU is not precedent setting and does not constitute a past practice.
 - b. **COMPLIANCE WITH LAW.** The Parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The Parties will comply with existing and further state or federal legislation or applicable orders and directives as they affect the terms and conditions of employment of bargaining unit employees, and agree to negotiate the effect of such evolving directives as appropriate under EERA.
 - c. **SAVINGS CLAUSE.** If any term or provision of this MOU is inconsistent with any applicable law or any order issued by any federal, state, or local officer or agency having jurisdiction over the District, or if the inconsistency could result in a loss of state or federal funding, the terms of the applicable law/order shall prevail and the inconsistent term of this MOU shall be disregarded, but all other agreed upon provisions of the MOU will remain in place. In this instance, the Parties shall negotiate about the changes to this MOU within the scope of bargaining, as soon as possible and, in advance, if practical.
 - d. The SLOCOE reserves its right to conduct a reduction in force due to lack of work and/or funds pursuant to layoff provisions in accordance with applicable Ed Codes and Article V, Section 5.14 – Layoffs and Reduction of Hours, of the CSEA collective bargaining agreement.
 - e. **TERM.** This MOU will expire once the SLOCOE commences ~~Hybrid or~~ In-Person learning models, or June 30, 2021, whichever date comes first or continued upon mutual agreement of both Parties
 - f. **AUTHORIZATION TO EXECUTE AGREEMENT.** The undersigned Parties represent that they have read and understand the terms of this MOU and are authorized to execute this MOU. Copies of signatures shall have the same force and effect as original signatures. Facsimile and electronic signatures shall be deemed original signatures.
 - g. **APPROVAL REQUIRED.** This MOU is contingent upon CSEA Policy 610 approval.

For CSEA:

Jacki Seibert
Jacki Seibert, CSEA President

Samuel Ogren
Samuel Ogren, CSEA Labor Rep.

12/16/2020
Date

For SLOCOE:

James J. Brescia
James J. Brescia
County Superintendent of Schools

12/16/20
Date