

**SIDE LETTER TO THE
MARCH 27, 2020 MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
(SEIU Local 620)
2020-2021 PRACTICES DURING THE COVID-19 PANDEMIC**

The San Luis Coastal Unified School District (“District”) and Service Employees International Union (“SEIU”) enter into this Memorandum of Understanding (“MOU”) in response to the reopening of schools for the 2020-2021 school year and the need for changes to practices due to the ongoing COVID-19 pandemic. This MOU is dated July 28, 2020 for reference purposes.

- A. The Parties entered into an MOU on March 27 in response to the COVID-19 pandemic to address the effects of the District’s decision to close schools to prevent the spread of illness arising from COVID-19. This MOU expired on June 30, 2020.
- B. The Parties recognize there may be a need to transition students and families to return to school during the 2020-2021 school year and to provide new and/or modified instructional options in response to COVID-19 that may impact the work of unit members.
- 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.
- D. The district and SEIU 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 to the extent possible, and provisions should be made for SLCUSD employees who are impacted by the pandemic.
- E. The purpose of this MOU is to formalize and finalize the District’s consultation and negotiation obligations with SEIU regarding the 2020-2021 school year.

To these ends, the Parties agree to the following:

- 1. Terms of Collective Bargaining Agreement.** Unless otherwise noted below, all terms of the current CBA shall remain unchanged and in full force and effect.

2. Article 11 - Safety Conditions.

The Parties agree to the following:

- a. *Follow "Health Guidance"*. The District shall adhere to the COVID-19 directives and guidelines mandated by the California Department of Public Health, the California Department of Industrial Relations Division of Occupational Safety and Health, and the San Luis Obispo County Health Department ("Public Health Guidance").
- b. *Face Coverings*. All unit members shall wear a face covering (mask, face shields with mask or face shields with cloth) that meets current public health guidelines and appropriate for a school setting while at work/school except when in their own private work areas with no one else present. A unit member may obtain a District approved exemption based on the needs of the individual, consistent with Public Health Guidance. Unit members with accessibility concerns, allergies, or acute or chronic respiratory illness which makes wearing a face covering problematic should contact Human Resources. The District 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 where vulnerable individuals may be present. Upon request, the District will provide face coverings to unit members. Unit members shall be responsible for washing district-provided face coverings, as applicable. The District reserves the right to modify this requirement based on Public Health Guidance, as those directives and guidelines may change from time-to-time.
- c. *Social Distancing: Facilities*. To ensure social distancing in SLCUSD facilities, such areas shall be reconfigured to encourage and maintain reasonable physical distancing between employees, as practicable. The District shall also endeavor, as practicable, to structure movement through buildings in only one direction. Unit members shall practice reasonable physical distancing and follow District guidelines. Unit members agree to avoid congregating in work environments, break rooms, staff rooms, and bathrooms unless reasonable social distancing is possible and implemented.
- e. *Workplace Cleanliness and Campus Hand Sanitizing Stations*. The District shall ensure hand sanitizing/hand washing, and classroom tissue/paper towel supplies are frequently checked and restocked and that hand sanitizing stations are placed at all school sites in numerous locations throughout each campus. The District shall also ensure that all classrooms, restrooms, and unit member workspaces are cleaned and disinfected daily so long as required by Public Health Guidance. Unit members shall wash hands (see Hand Washing below) for at least 20 seconds prior to leaving the restroom to minimize the spread of germs. Unit members shall be responsible for ensuring they clean all items used in communal spaces. The District reserves the right to require unit members to remove personal property if it poses a health risk. When possible, while exiting a restroom, use a clean, dry, disposable towel to open the door and dispose of the towel in an adjacent receptacle.
- f. *Hand Washing*. In accordance with Public Health Guidance, the District will provide opportunities for students and unit members to meet hand washing frequency guidance. All unit members must wash or sanitize their hands with soap and water for at least 20 seconds after they enter worksites and periodically throughout the day. In addition, individuals should avoid touching their face (eyes, mouth, nose) with unwashed hands. When soap and water is not available, use hand sanitizer. All individuals should cover their mouth and nose when coughing or sneezing, with a tissue or into your elbow. The District will provide written instruction and signage on proper hand washing techniques.
- g. *Follow Health Directives*. Unit members agree to comply with all Health Directives issued by the District.

h. *Limits on Campus Access.* So long as required by Health Directives, school sites shall be closed to non-approved visitors, including family members, who are not District employees or students, unless agreed upon between the unit member and site or District administration. Any student, parent, caregiver, approved visitors, or staff showing symptoms of COVID-19 will be excluded from District campuses.

i. *Staff Symptom Screening.* The District adopts the following guidelines for unit members when entering District campuses:

i. Unit members must self-screen before coming to work, i.e. check temperature to ensure temperatures below 100.4 degrees Fahrenheit, check for symptoms outlined by public health officials and stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19. (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.) 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, but not limited to: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell. Other less common symptoms have been reported, including gastrointestinal symptoms like nausea, vomiting, or diarrhea.

ii. When unit members enter worksites, the District may engage in symptom screenings consistent with Public Health Guidance which includes visual wellness checks and temperature checks with no-touch thermometers and questioning regarding COVID-19 symptoms and whether unit members have anyone in their home with COVID-19 symptoms or a positive test.

iii. 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. Unit members shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions (see leaves section below).

iv. Sick unit members who have been quarantined by county public health shall not return to work until they have met Health Directive criteria to discontinue home isolation.

k. *Contact Tracing.* The District will work with County Public Health 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 Public Health Department and the District. 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.

l. *Reporting Unsafe Working Conditions.* In the interest of protecting community and workplace health, any unit member shall report, in writing, any unsafe condition in the working environment to their immediate supervisor. The supervisor shall respond in writing to the employee as soon as practicable.

m. *Injury and Illness Prevention Program (IIPP).* The District will update its IIPP to address the unique circumstances presented by COVID-19.

n. *Guideline Updates.* The District reserves the right to modify requirements based on Public Health Guidance, as those directives and guidelines may change from time-to-time.

3. Article 6 - Hours of Employment

- a. *Flexibility to Open/Close Schools.* The District reserves the right to make the decision to open, close or reopen District schools or classrooms using Plan A, B or C. The assigned work may be performed at a location other than their regular work place. The District will consider the personal medical needs of the employee, their immediate family (as defined in the SEIU contract), or household members. If an employee indicates an inability to perform assigned duties related to a medical condition, an interactive process meeting will occur to determine whether reasonable accommodations can be made. This process will be initiated by the employee who will contact their supervisor or the Human Resources Department.
- b. *Work Expectations.* Unit members who are working from home or another location are expected to be working and available during their regular work hours. The District reserves the right to determine the location from which each unit member should work (e.g. home, school or other location).
- c. *Maintain FTE:* Food Service and Bus Drivers will maintain the same FTE for 2020-2021 as in the 2019-2020 school year. Unit members may be asked by the District to work in another classification (i.e. out of class) without loss of or additional compensation.
- d. *Delayed School Start/Work Calendars.* The parties agree that student instruction shall start on August 24, 2020, not August 17, 2020, and the end of school shall be extended accordingly. The work year for 10 month unit members will be adjusted accordingly.

5. Article 8 - Evaluations

Unit members will be evaluated during the 2020-2021 school year consistent with Article 8.

6. Article 12 - Leaves of Absence

a. *COVID Exposure or Positive Test.* If a unit member tests positive for COVID-19, or is directed by county public health to quarantine, or is exhibiting COVID symptoms and is unable to work, the unit member shall stay home and use leave or, if at a work site, shall be sent home and directed to use leave as set forth below. Unit members shall provide the District with appropriate documentation from their medical provider verifying their qualifying illness and/or quarantine for use of all leaves, if applicable. Leaves for COVID related illnesses shall be as follows:

1. *COVID leave (10 days).* If a unit member is exposed to COVID-19 and is self-quarantining while waiting for results, or tests positive for COVID-19, or who is exhibiting symptoms that are consistent with COVID-19, the unit member shall first use leave rights pursuant to the Family First Coronavirus Response Act” (“COVID Leave”).
2. *Sick Leave.* After exhaustion of COVID Leave, unit members will use their annual sick leave accrual (1 day per month).
3. *Quarantine Leave.* After an employee has exhausted both COVID Leave and sick leave then, pursuant to Education Code section 44964, unit members shall be granted up to 5 days leave of absence at full pay (“Quarantine Leave”). Quarantine Leave days used shall not be deducted from the unit member’s sick leave entitlement. All unused days of quarantine leave shall be forfeited as of June 30, 2021 and shall not accumulate from year to year.
4. *Extended Illness Leave.* After an employee has exhausted and leaves listed above, unit members will be entitled to use their extended illness leave.

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 flexible work options such as working remotely or obtaining additional safety equipment or devices. During these meetings, such unit members may request that a union representative be present. The District will make individualized decisions about whether or not to implement a flexible work option. The District's decision will be final and will not be subject to the grievance provisions of the CBA.

c. *Child Care Leave.* The District 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.

7. Article 13 - Vacations and Holidays - The SEIU Attendance Incentive will be suspended for the 2020-2021 school year. \$7,500 will be applied to the 2021-2022 school year on a one year basis only

8. Article 15 – Pay and Allowances – Work within close contact: Unit members who volunteer to directly work with students in person while on Plan C and are considered close contacts (CDC definition: ‘within 6 feet for longer than 15 minutes’) will receive an additional \$7.50 per hour paid by timecard.

9. Miscellaneous

a. *Not Precedent Setting.* The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.

b. *Compliance with Law.* The Parties recognize that the COVID-19 epidemic 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.

c. *Inconsistencies with the Law.* 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. In this instance, the Parties shall consult about the changes to this MOU as soon as possible and, in advance, if practical.

d. *Term.* The Parties agree that this MOU shall expire on June 30, 2021 unless extended or modified by mutual written agreement. During the term of this agreement, the District will continue to consult with SEIU.

e. *Complete Understanding.* This MOU represents a full and complete understanding between the 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 on behalf of their principals. Copies of signatures shall have the same force and effect as original signatures. Facsimile and electronic signatures shall be deemed original signatures.

g. *Board Approval Required.* This MOU is contingent upon approval of the District Governing Board.

For the District:

Christin L. Newlon

Christin L. Newlon
Director of Human Resources

July 28, 2020

Date

For the Association:

Rob Hileman

Rob Hileman
Interim Chapter President

July 28, 2020

Date

Bob MacLeod

Bob MacLeod
SEIU Labor Relations Representative

July 28, 2020

Date