

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
(Chapter 89)
2020-2021 PRACTICES DURING THE COVID-19 PANDEMIC

The San Luis Coastal Unified School District (“District”) and California School Employees Association (“CSEA”) enter into this Memorandum of Understanding (“MOU”) in response to the 2020-2021 school year and the need for changes to practices due to the ongoing COVID-19 pandemic. This MOU is dated July 25, 2020 for reference purposes.

A. The Parties entered into an MOU on March 26, 2020, 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. The Parties agree that this MOU shall replace the prior MOU dated March 26, 2020.

B. The Parties recognize that the District may elect to use traditional on-site instruction (“Plan A”), combined on-site instruction with staggered schedules and supplemental distance learning (“Plan B”), distance learning only (“Plan C”), and/or some other hybrid of these learning models, as defined in the SLCUSD COVID-19 working guidelines. The District’s distance learning only option, the Virtual Learning Program, will also be available for parents/guardians irrespective of whether Plan A, B or C is being implemented (**Attachment A**).

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 Parties recognize that, in accordance with the Governor’s Order and updated Public Health Guidance issued on July 17, 2020, the District will be required to begin school using a Distance Learning model since the County is on the state watch list and that all student in-person instruction cannot begin until the state criteria (e.g. off of the watch list for fourteen (14) days), has been met. The District will remain in full distance learning through winter break. This will include targeted small group in-person learning sessions for our most vulnerable student populations to the extent permitted by Public Health Guidance. The Virtual Learning Program will take place all year.

E. The district and CSEA 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.

F. The purpose of this MOU is to formalize and finalize the District's consultation and negotiation obligations with CSEA regarding the reopening of District schools. 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.

To these ends, the Parties agree to the following:

1. **Recitals.** The Parties agree that the recitals set forth above are true.
2. **Terms of Collective Bargaining Agreement.** Unless otherwise noted below, all terms of the current CBA shall remain unchanged and in full force and effect.
3. **Safety Conditions.**

The Parties agree to the following:

- a. *Follow "Public Health Guidance."* The District shall adhere to the COVID-19 directives or 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: Unit Members.* All unit members shall wear a face covering (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. Some situations may require an exception to the universal mask policy, for example in some class activities where a face covering might compromise learning or when eating lunch. These situations will be handled on an individual case basis. A unit member may obtain a District approved exemption based on the needs of the individual, consistent with Public Health Guidelines. 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 in classes where vulnerable individuals may be present, or as a student accommodation. Upon request, the District will provide face coverings to unit members. The District reserves the right to modify this requirement based on Public Health Guidelines, as those directives and guidelines may change from time-to-time.
- c. *Face Coverings: Students.* Students shall be required to wear face coverings as mandated by Public Health Guidance.
- d. *Other Personal Protective Equipment.* The District will have additional personal protective equipment available to unit members who request it to comply with Public Health Guidance issued by state and local public health officials. The District 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, scrubs, and gloves.

- e. *Physical Distancing: Classroom and School Site Facilities.* To ensure physical distancing in classrooms and school site facilities where students are present, such areas shall be reconfigured to provide six (6) feet of physical distancing between unit members and students, to the extent possible. The District shall also endeavor 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.
- f. *Workplace Cleanliness and Campus Hand Sanitizing Stations.* The District 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. 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 may assist with disinfecting classrooms and workspaces. Unit members shall be responsible for ensuring they clean all items used in their personal work space and communal spaces. Disinfectant and towels will be provided to unit members upon completion of the safety module. The District reserves the right to require unit members to remove personal property if it poses a health risk.
- g. *Hand Washing/Hand Sanitizing.* In accordance with Public Health Guidance, the District will provide opportunities for students and unit members to meet hand washing frequency guidance. Unit members will schedule time during the class day for hand washing/hand sanitizing. All Unit members and students must sanitize their hands upon classroom and office entry with site provided sanitizer or wash hands with soap and water after they enter worksites, and wash hands periodically throughout the day. The District will ensure that all sinks (including those located in staff break rooms, all bathrooms, classrooms, cafeterias/kitchens, and janitorial closets) are functioning with water and kept stocked with soap and paper towels. Broken sinks will be fixed in a reasonable amount of time.
- h. *Classroom/Workspace HVAC (Heating Ventilation and Air Conditioning).* The district will check all HVAC systems throughout the district to ensure they are working properly for fresh air circulation. If a Unit member believes that their HVAC system is not working, they will let their principal/secretary know so that they can get a work order in. All HVAC work orders will be expedited and a determination will be made whether or not in-person work can safely continue in that area until it is fixed. If a Unit member is concerned about the air flow in their classroom/workspace, they can contact Buildings, Grounds, & Transportation and have someone personally come out to their room to work with them on solving the problem.
- i. *Follow Health Directives.* Unit members agree to comply with all Health Directives issued by the District.
- j. *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.
- k. *Staff Symptom Screening.* The District adopts the following guidelines for unit members when entering District campuses:

- 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. When unit members enter worksites, the District may engage in symptom screenings consistent with Health Directives and guidance from the Centers for Disease Control and Prevention (“CDC”), 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/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 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.
 - iv. Unit members shall also stay home if they have been told 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. *Health Screenings.* Unit members reserve the right to administer a health screening checklist for students and office visitors. The health screening checklist will be made available to all unit members upon request.
 - m. *Contact Tracing.* The District will work with the San Luis Obispo County Public Health Officer 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 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. Note: This is irrespective of whether the person with COVID-19 or the contact was wearing a facial covering.
 - n. *Disclosure:* The Human Resources Director will disclose the state of COVID-19 infections in the district to the Chapter President when requested.
 - o. *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 endeavor to respond in writing to the unit member within one working day, but no later than two working days. All unsafe working conditions work orders will be expedited and a determination will be made whether or not in-person work can safely continue in that area until it is fixed.

- p. *Injury and Illness Prevention Program (IIPP)*. The District will update its IIPP to address the unique circumstances presented by COVID-19.
- q. *Guideline Updates*. The District reserves the right to modify requirements based on Public Health Guidelines, as those guidelines may change from time-to-time.

3. **Article VII - Hours of Employment**

- a. *Flexibility to Open/Close Schools and to Change the Student Instruction Delivery Model*. 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 CSEA contract), or same household members. If an employee indicates their refusal 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 the Human Resources Department.
- b. *Work Expectations*. Unit members who are engaged in distance learning 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). Unit members may be asked by the district to work in a lower or equal classification (i.e. out of class) without loss of compensation. Unit members who are not satisfied with their assignment may request an alternate assignment. The district will consider these requests and accommodate if possible.
- c. *Remote Work Site*. The district reserves the right to determine whether offices are open for the public during school closures. If offices are directed to be open in person during school closures, staff assigned to those offices may stagger work/home schedules to assure office coverage. Unit members assigned to settings other than school/district offices may either work at their work site or home while their worksite is closed to students and the District's Distance Learning Plan is being implemented. If the District obtains a waiver or is allowed targeted small group in-person learning sessions, unit members will be given the option to work in person with students but shall not be required to report to the district in person while working under the Plan C distance learning model or the Virtual Learning Program, except as outlined in the section d.
- d. *Accountability for Remote Work*. In distance learning, for unit members who are not satisfactorily performing their job duties remotely, a reasonable and immediate effort will be made to rectify any unsatisfactory practices through oral notice or written notice in a virtual format. Unit members who are struggling to provide quality work may be required to obtain additional support and training in a virtual format. If after all reasonable and immediate efforts to rectify any unsatisfactory practices the immediate supervisor deems that the member needs to work on site, the Chapter President will be notified. Unit members in the Virtual Learning Program, with documented medical issues/health risks will not be required to be present on site at any time. The District's decision to require the unit member to work on site will not be grievable.
- e. *Childcare*: If a unit member elects to work on-site and bring their own school aged (K-12) children with them to work, the unit member may do so as long as it doesn't impede the effectiveness of their job. Children must remain under the direct supervision of the unit member at all times and must follow all safety guidelines when on campus including the use of face coverings. The member will assume full responsibility for the supervision of their children during this time and waive any claims of liability

to the District related to any injury or illness occurring while under their supervision.

f. *Classroom access:* During distance learning, unit members will be allowed to access their disinfected classroom space for necessary technology and materials.

g. *Technical support:* The District shall provide bargaining Unit members access to District provided technical support virtually. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials, as applicable.

h. *Acceptable Use Policy:* Unit members using district-provided technology – whether hardware or software –including district networks, emails, and applications, are included within the parameters of the District’s Acceptable Use Policy, previously signed by all unit members; thus, unit members acknowledge that, using their own personal devices (e.g., mobile phone, laptop, etc.) and internet, but using district-provided applications, makes the District’s Acceptable Use Policy applicable. Unit members agree to comply with the District’s Acceptable Use Policy when working remotely (e.g. using district provided e-mail, logging into District resources (e.g., Google Drive) etc.). For the purpose of clarification, the District’s Acceptable Use Policy is attached to this MOU as **Attachment B**.

i. *Technology equipment:* Upon request, the District will provide unit members with technology equipment so they can work remotely. Unit members shall not be liable for damage to District equipment. If not feasible to work from home, unit members can use existing District technology and equipment at a school site. To off-set costs of upgrading home technology (e.g. wifi capabilities) and/or personal cell phone usage, unit members can request a one-time stipend of \$125.

4. Article VIII - Transfers

a. Because the District may implement student instruction under Plans A, B, C, and under the Virtual Learning Program using both on-site and distance learning, any change to a unit member’s duties shall not be deemed to constitute a transfer or reassignment under Article VIII.

b. Unit members assigned to the Virtual Learning Program will be done at the discretion of the District. The District will give priority to unit members in the Virtual Learning Program who request it and are entitled to appropriate disability accommodations under state and federal law.

5. Article IX - Evaluations

Unit members will be evaluated during the 2020-2021 school year consistent with Article IX. As applicable, unit members must provide evaluators access to virtual learning settings and all relevant electronic communications so that the evaluator can conduct a comprehensive evaluation.

6. Article X - Leaves of Absence

a. *COVID Exposure/Positive Test/Exhibiting Symptoms.* 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 as set forth below or, if at a work site, shall be sent home and directed to use leave as set forth below. If the unit member is directed to quarantine, but is able to work, and if the District is implementing instructional plan C, B1 or B2, the District shall consider remote work in place of using leave. If the District cannot accommodate these Unit members by allowing them to work remotely, they will be permitted to use leaves designated 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:

- i. *COVID leave.* 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”). Should the Family First Coronavirus Response Act expire during the school year, we agree to meet to negotiate this benefit.
- ii. *Sick Leave.* After exhaustion of COVID Leave, Unit members will use their annual sick leave allotment (10-12 days, as applicable to the individual unit member).
- iii. *Quarantine Leave.* After an employee has exhausted both COVID Leave and annual sick leave allotment 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.
- iv. *Differential Leave/Extended Illness Leave.* After an employee has exhausted all leaves listed above, Unit members will be entitled to use their extended illness leave.
- v. *Exhausting Sick Leave.* Should a unit member exhaust all available leaves, the District will allow up to one year advanced sick leave accrual to supplement extended sick leave upon approval from Human Resources.

b. Interactive Process and Reasonable Accommodation. Eligible Unit members that have 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, will be entitled to reasonable accommodation as required by state and/or federal law. During the interactive dialogue meetings, such Unit members may request that a union representative be present. If the District is implementing instructional plan B1 or B2, the District shall consider remote work as an accommodation. If the District cannot accommodate these Unit members by allowing them to work remotely, they will be permitted to use all leaves to which they are entitled under the law, the CBA, and this MOU.

c. 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 a 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.

d. Exhibiting Symptoms. Unit members who exhibit symptoms that are consistent with symptoms identified with COVID-19 (see definition on the district website under [Coronavirus Personal Health Assessment: https://www.slcsd.org/covid-recommendations-page.php?id=2](https://www.slcsd.org/covid-recommendations-page.php?id=2)) may be sent home by the District and will be permitted to 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.

e. *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 XI - Vacations and Holidays** - The CSEA 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 XIII - 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. **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.

10. **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 parties agree to meet and negotiate in good faith as soon as possible.

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 CSEA.

e. *Complete Understanding.* This MOU represents a full and complete understanding between the Parties. 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.

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 CSEA Chapter 89 membership review and Executive Board ratification, and approval of the District Governing Board.

For the District:

Christin L. Newlon

Christin L. Newlon
Director of Human Resources

August 8, 2020

Date

For the Association:

Carrie Trujillo

Carrie Trujillo
Chapter President, Chapter #89

August 8, 2020

Date

Samuel Ogren

Samuel Ogren
CSEA Labor Relations Representative

August 8, 2020

Date

Ratified by the California School Employee Association Executive Board on Friday, August 14th, 2020 at 2:45 p.m.

Attachment A

Plan Levels:

- **Traditional:** A return to a pre-COVID-19 academic school week.
- **Plan A:** This is on campus learning for a full academic day, every day, for all students with reasonable spacing. Protective measures will provide some level of virus protection limited by classroom space.
- **Plan B1:** This is on campus learning for a full academic day, every day, with all students present while requiring 6-feet physical distancing to the extent possible and the use of face covers. This will require limiting the number of students in a typical classroom to accommodate physical distancing.
- **Plan B2:** This is both on campus learning half schedule and distance learning half schedule. The first half of the alphabet attends in the morning and the other half attends in the afternoon. On campus learning will include 6-feet physical distancing to the extent possible and the use of face coverings. This will require limiting the number of students in a typical classroom to accommodate physical distancing.
- **Plan C:** This is distance learning that is an improved version of the Spring emergency distance learning for all students, with generally no on campus learning. The District may consider some small group instruction in accordance with state guidelines and executive orders. A district can apply for a waiver through the local public health department. Currently, this waiver is only possible for elementary students.

Attachment B

PERSONNEL BP 4040 (page a)

Employee Responsible Use of Technology

The Board of Education offers employees access to District technology resources and recognizes that these resources can enhance employee performance by improving access to an exchange of information, offering effective tools to assist in providing a quality instructional program, and facilitating communication with parents/guardians, students, and the community and supporting district and school operations. The Board expects all employees to learn to use the available technology resources that will assist them in the performance of their job responsibilities. As needed, employees will receive training and professional development in the appropriate use of these resources to perform their job duties and/or provide high quality instruction for all students.

(cf. 0440 - District Technology Plan)

(c.f. 1113 – District and School Web Sites)

(c.f. 4032 – Reasonable Accommodation)

(cf. 4131, 4231, 4331 - Staff Development)

(cf. 6162.7 - Use of Technology in Instruction)

(cf. 6163.4 - Student Use of Technology)

Employees will be responsible for the appropriate use of technology and will use the district's technology resources only for purposes related to their employment. Such use is a privilege, which may be revoked at any time.

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

(c.f. 4119.23/4219.23/4319.23 – Unauthorized Release of Confidential/Privileged Information)

(c.f. 5125 – Student Records)

(c.f. 5125.1 – Release of Directory Information)

The Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text message, instant messaging, and other electronic communications, even when provided their own password.

In addition, employees shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request. Employees should report any security problem or misuse of district technology to the Superintendent or designee.

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that prevents access to depictions that are obscene, child pornography as defined in federal code, or harmful to minors, and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 6777; 47 USC 254)

Employees shall not use district technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, Board policy, or administrative regulations.

Harmful matter includes matter, taken as a whole which, to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors.

(Penal Code 313)

PERSONNEL BP 4040 (page b)

Employee Responsible Use of Technology

To ensure proper use, the Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law. (20 USC 6777; 47 USC 254)

The Superintendent or designee shall establish administrative regulations which outline employee obligations and responsibilities related to the use of district technology. He/she also may establish guidelines and limits on the use of technology resources. Inappropriate use may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulations. The district will cooperate fully with local, state, or federal officials in any investigation concerning or relating to any illegal activities conducted using district technology resources.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines obligations and responsibilities related to the use of district technology. Upon employment and whenever significant changes are made, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

An employee will not use a cellular phone or mobile communications device for personal business while on duty, except in emergency situations or during scheduled work breaks. An employee is prohibited from using a cell phone while driving a district vehicle unless the phone is in hands-free mode. Use of a mobile communications device to read, write, or send text messages while driving is prohibited. Anyone using a mobile device in violation of law, Board policy, or administrative regulation shall be subject to discipline and will be referred to law enforcement officials as appropriate.

(SB 28, Vehicle Code 23123.5)

(c.f. 3513.1 – Cellular Phone Reimbursement)

(c.f. 3542 – School Bus Drivers)

(c.f. 4156.3/4256.3/4356.3 – Employee Property Reimbursement)

Legal References:

EDUCATION CODE

51870-51874 Education technology

52270-52272 Education technology and professional development grants

52295.10-52295.55 Implementation of Enhancing Education Through Technology grant program

GOVERNMENT CODE

3543.1 Rights of employee organizations

LABOR CODE

2870 Rights to an invention

PENAL CODE

502 Computer crimes, remedies

632 Eavesdropping on or recording confidential communications

VEHICLE CODE

23123 Wireless telephones in vehicles

23123.5 Mobile communication devices; text messaging while driving

23125 Wireless telephones in school buses

UNITED STATES CODE, TITLE 20

6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:

6777 Internet Safety

6777 Internet Safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection measures, E-rate discounts

Management Resources:

PERSONNEL BP 4040 (page c)

Employee Responsible Use of Technology

WEB SITES

CDE: <http://www.cde.ca.gov>

CSBA: <http://www.csba.org>

Federal Communications Commission: <http://www.fcc.gov>

U.S. Department of Education: <http://www.ed.gov>

American Library Association: <http://www.ala.org>

Policy

Adopted: April 15, 2003 Board of Education of the San Luis Coastal USD

Revised: November 4, 2003 San Luis Obispo, California

May 18, 2012

May 21, 2013

September 6, 2016

Employee Responsible Use of District Technology

AR 4040 (page a)

San Luis Coastal Unified School District offers employee access to District technology resources to perform job duties and to provide greater opportunities to be innovative and engage students in learning, communication skills, and to further develop digital literacy skills (BP/AR 0440). This Employee

Responsible Use Policy outlines the guidelines and conduct expected when using District and school technologies including the use of personally-owned devices.

District Responsibilities

1. The Director of Information Services and Technology is responsible for administering District technology and for recommending guidelines and limits for such use and maintenance.
2. The site principal/designee will serve as the site-level coordinator for district technology use and is responsible for ensuring their staff provides adequate student supervision. Site principals and department administrators will also be responsible for maintaining annual notifications signed by employees.

Access to District Technology

1. Board Policy 4040 will govern employee use of District technology. Employee use will also be governed by other district policies. Schools may choose to have additional guidelines pertaining to the use of technology and personally-owned devices for “educational purpose” at their respective building when authorized by the Director of Information Services and Technology.
2. District technology is to be used for educational and work-related purposes. The term "educational purpose" means that the network and all technology devices will be used for job duties, classroom activities, teacher-directed activities, communications, library-related research, or career development. Employees are encouraged to use the network to communicate with other staff members and peers outside the District for educational purposes. Employees will receive professional development training in the use of technology resources as needed.
3. The District maintains ownership of all district technology, defined as network hardware, network servers, computers, laptops, mobile devices, other equipment, software, information services, and all electronic files associated with or residing on district technology equipment including, but not limited to, all files residing in employee accounts except when the inventions, programs or files were created entirely on the employee’s own time without using district resources, equipment, supplies, or facilities. Passwords will be used by employees for security purposes. System-wide access, including all files and e- mail, is available to the Director of Information Services and Technology/designee.

4. Employees will use district technology to access the Internet and will utilize district approved technology resources for all district-related communications including, but not limited to, web pages, e- mail, forums, blogs, wikis, and other web technologies.

Access to District Technology (continued)

5. When requested by a district administrator and approved by the Superintendent/designee, a guest may be given access to District technology and provided with an e- mail account. There must be a specific, district- or school-related purpose requiring such access, and such use must be specifically limited to that purpose.

District Limitation of Liability

The district makes no warranties of any kind, either express or implied, that the functions or the services provided by or through district technology will be error-free or without defect. The District will not be responsible for any claims, damages, or injury of any nature whatsoever which users may suffer as a result, whether directly or indirectly, from the use of the district technology or personally-owned devices including, but not limited to, personal injury, emotional distress or suffering, or the loss of data or interruptions of service. The District is not responsible for the accuracy or quality of the information obtained through or stored on the system. The District will not be responsible for financial obligations arising through the unauthorized use of district technology including, but not limited to, the purchase of products or services or the use of personal devices while on or near school property, in school vehicles and at school-sponsored activities. This includes the use of District technology resources via off-campus remote access. Employees will be financially liable for any damage or network disruption resulting from negligence, misuse, or lack of pre-approval of personally-owned devices connected to the District network either through structured cable connection or wireless connection.

Due Process

1. The Superintendent/designee may terminate the account privileges of any employee without prior notice.
2. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to any illegal activities conducted through district technology.

3. Employee violations of the District's policies will be handled in accord with district personnel policy.
4. Staff access to district technology resources will be disabled 30 days after separation from employment.

Search and Seizure

1. Employees should be aware that electronic files residing on district technology resources and communications, including email and voicemail, are not private or secure. This includes files residing on PCs, laptops, mobile devices, district network drives, hard drives, or any personal storage device connected to district hardware, such as flash drives, etc.
2. The Superintendent/designee may monitor the District's technology resources, including e-mail, Internet files and Internet access, at any time without advance notice or consent. Monitoring and access to individual user files may include, but is not limited to, routine maintenance, routine monitoring, and searches of individual employee accounts in the event a violation of district policy is reasonably suspected. Monitoring of the system may lead to discovery that the employee has or is violating the District's policies, the District's personnel policy, or the law.
3. Employees should be aware that all electronic files and communications, including e-mail and voicemail, may be discoverable under state public records laws. All work-related confidential electronic files will be stored on district resources. Third party, external resources and websites will be authorized by the Director of Information Services and Technology.

Copyright and Plagiarism

District policy and administrative regulations on copyright (AR 6162.6) will govern the use of material accessed through district technology. Employees will respect copyright by citing sources and requesting permission when appropriate. Teachers, teacher librarians, and library technicians will instruct students in appropriate research, citation practices, fair use, copyright, and plagiarism. Copyrighted material may not be placed on the system without the copyright owner's written permission. District policies on plagiarism will govern use of material accessed through district technology.

Internet Services and Safety

Internet access enables employees to use a variety of educational and work-related resources such as libraries and databases.

1. The Superintendent/designee will ensure that all district computers with Internet access comply with the federal legislation, Children's Internet Protection Act (CIPA) and Children's Online Privacy Protection Act (COPPA), to enforce a technology protection measure that prevents access to potentially harmful or inappropriate matter, or visual depictions that are obscene. The District may monitor all usage of district technology to protect District technology resources and ensure student safety.
2. "Harmful matter" includes matter which, taken as a whole, and to the average person applying contemporary statewide standards, appeals to the prurient interest, and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (*CA Penal Code 313 Harmful Matter*).

Internet Services and Safety (continued)

3. When using the Internet for class and library activities, teachers and librarians will select material that is appropriate to student age level and that is relevant to the course objectives. Teachers and librarians will preview the materials and websites required. Guidelines and lists of resources will be provided to assist students in channeling their research activities effectively. However, teachers and librarians cannot be expected to preview all sites that students may encounter while performing educational research. Teachers and librarians will respect each family's right to decide whether or not to restrict Internet access by opting out of having their child(ren) access the Internet.
4. The Superintendent/designee will provide instructional resources and professional development to teachers and librarians in order to instruct students regarding safe and appropriate behavior on the Internet including, but not limited to, social media sites, chat rooms, blogs, and other Internet services. Such instruction will include, but not be limited to, the dangers of posting or texting personal information online; the consequences of sending sexually explicit pictures of oneself or someone else; showing or forwarding such materials to others; how and why to report such material to school or police authorities; awareness of and how to identify misrepresentation by online predators; how to report inappropriate or offensive content or threats; what behaviors constitute cyberbullying; and how to respond when subjected to cyberbullying. Student use of unmonitored social media is prohibited on District technology. To the extent possible, the Superintendent/designee will block access for students to unmonitored social media on District resources.

Employee Web Sites

The District has established a web site and developed web pages that present information about the district to enhance communication with students, parents/guardians, staff, and the community-at-large. In accordance with Board policy (BP/AR 1113, 1114), websites and social networking sites will be aligned with the educational vision of the district and the district's plans for communications and media relations.

1. The Director of Information Services and Technology, or his/her appointee, will be designated the District Web Administrator, responsible for all district and school websites. Web sites will not contain any commercial advertisements or pointers to inappropriate commercial sites including, but not limited to, applications (apps) and web links that are not educational. District and school web pages will only contain education-related information and pointers to education-related sites. Staff will not direct nor link users to sites from which staff or students may receive remuneration. The District maintains ownership of all sites, and the Superintendent/designee may remove any or all portions of web page content without prior notice.
2. Departments, school sites, and employees may establish web pages that present information about the classroom, program, school, or school-connected organization. The site administrator, in conjunction with the Director of Information Services and Technology, will designate a site webmaster to be responsible for managing the web site that will be hosted on the District's web server or district-approved web server.

Employee Web Sites (continued)

3. Site webmasters will ensure that all web pages are hosted on district resources and will follow the district's Board policy and web publishing guidelines. Such sites will be subject to rules and guidelines established for district online publishing activities including, but not limited to, copyright laws, privacy rights, and prohibitions against obscene, libelous, and slanderous content. Due to the unfiltered nature of blogs and social media sites, any such employee generated site will include a disclaimer that the District is not responsible for the content of the messages. The District retains the right to delete material on any such online communications that are hosted on district resources without prior notice (BP/AR 1113).

Responsible Use Procedures

Recognizing the benefits that online tools bring to education, the District provides access to websites and tools to encourage communication and collaboration. District technology is not to be used to transmit

confidential information about students, staff, or district matters, except by authorized personnel who will use the district-approved security procedures.

District technology users are respectful to other district technology users, Internet users, the network, and equipment. They will respect others' privacy and will only use appropriate and positive language in communications.

1. Employees will not engage in personal or threatening attacks, including prejudicial or discriminatory attacks.
2. Employees will not post confidential information about themselves, another person, or district operations. Confidential information includes personal address, social security number, or other individually identifiable information.
3. Employees will not post information that, if acted upon, could cause damage or a danger of disruption to others or District resources. Employees are reminded to think carefully before posting or reposting on social media sites and on the Internet in general.
4. Employees will promptly report to appropriate supervisors any message received that is inappropriate or makes them feel uncomfortable.
5. Employees will not cyber bully. "Cyber bullying" includes threatening or knowingly or recklessly posting false or defamatory information about another person or organization.
6. Employees will not post chain letters, harass another person, nor engage in spamming or flaming. "Spamming" is sending an annoying or unnecessary message to a large number of people. Harassment is persistently acting in a manner that distresses or annoys another person. "Flaming" is sending verbally abusive messages to other users.

Employees are respectful of District technology, the network's resource limits, and network security.

Responsible Use Procedures (continued)

1. Employees will not download or install any software on District technology without authorization from the Director of Information Services and Technology/designee. This includes, but is not limited to, executables and compressed files or software installed on removable media including, but not limited to, flash drives, floppy disks, CDs, external hard drives, etc.
2. Employees will not reconfigure or change settings on District technology without authorization from the Director of Information Services and Technology/designee.
3. Employees will not store personal files including, but not limited to, images, photos, audio, or video, on the District's technology resources.

4. Employees will endeavor to check their e- mail frequently and delete unwanted messages promptly. Employees will not attempt to interfere with other users' ability to send or receive email, nor attempt to read, delete, copy, modify, or forge another users' email unless authorized by the Director of Information Services and Technology.
5. Employees will not store an excessive number of files or utilize excessive amounts of network resources. Employees will clear out and/or delete excessive files if requested by the Director of Information Services & Technology/designee.
6. Employees will subscribe only to educational discussion mail lists that are relevant to their job or professional/career development.
7. Employees will avoid the inadvertent spread of computer viruses by following the district virus protection procedures.
8. Employees will notify the Director of Information Services and Technology or a school administrator if they have identified a possible security problem. Employees will not go looking for security problems, system vulnerabilities, nor circumvent system configurations; this may be construed as an illegal attempt to gain unauthorized access.
9. Employees are responsible for their use of district technology and will take all reasonable precautions to prevent others from accessing their account by logging off, locking workstations, protecting passwords, and shutting down at the end of the day.

District employees will only use the network for lawful purposes.

1. Employees will not attempt to gain unauthorized access to district technology or to any other computer system through district technology, or go beyond their authorized access. This includes attempting to log in through another person's account or access another person's files. These actions are illegal, even if only for the purposes of "browsing."
2. Employees will not make deliberate attempts to disrupt the computer system performance or destroy data by spreading computer viruses or by any other means.
3. Employees will not use district technology to engage in any other illegal act including, but not limited to, arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, or threatening the safety of another person.

Responsible Use Procedures (continued)

4. Employees are prohibited from accessing, posting, submitting, publishing, or displaying harmful matter or material that is threatening, obscene, disruptive, or sexually explicit, that advocates illegal acts or violence, or that could be construed as harassment or disparagement

of others based on their race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs. If an employee user inadvertently accesses such information, he/she should immediately notify the site administrator or Director of Information Services and Technology. This will protect employees against an allegation that they have intentionally violated the Employee Responsible Use Agreement.

5. District technology may not be used for political lobbying, as defined by state statute covering political lobbying.

6. District technology may not be used for commercial purposes, defined as offering or providing goods or services for personal use. District acquisition policies will be followed for district purchase of goods or services through district technology.

Mobile Technology

The District may provide employees with mobile devices to promote learning inside and outside the classroom. The same responsible use policies apply, and the same care and caution is expected.

Personally owned devices, including but not limited to laptops, tablets, smartphones, and cellphones, are to be used as approved by district policies and school site guidelines. Due to security concerns, personally owned devices will not be connected to the wired, structured network without permission from the Director of Information Services and Technology. Any violation may result in the loss of the employee's privilege to bring a personally owned device to school and will be subject to personnel policy.

Personally owned mobile devices will be encouraged for teaching, learning and educationally-related communications.

1. At the point that the District provides wireless access, teachers and librarians will direct students to use the Internet that is provided by the District.
2. Employees may use personally owned devices for educational- and work-related purposes and will be responsible for all maintenance on their personal devices as well as any fees charged by the device's service provider.
3. Personally-owned devices may be held temporarily if used inappropriately or without authorization from the Director of Information Services and Technology.
4. Personally owned devices connected to the District Wireless Network should have the latest virus protection and operating system security patches installed and be free of viruses, spyware, adware, and any software that could disrupt the District network. The District may do security audits for personally owned devices before granting access to District resources. Instructions on connecting to the guest wireless network will be provided.
5. Employees will limit activities, such as streaming media that utilize excessive network resources and bandwidth or disrupt network services to others.
6. Personally owned devices will not host any network services that may harm or interfere with district network services.

Mobile Technology (continued)

7. Employees will not use a cellular phone or mobile communications device for personal business while on duty, except in emergency situations or during scheduled work breaks.
8. Employees are prohibited from using a cellphone while driving a district vehicle or vehicles approved for school fieldtrips unless the phone is in hands-free mode. Use of a mobile communications device to write, send, or read text messages while driving is prohibited.
9. Anyone using a mobile device in violation of law, Board policy, or administrative regulation will be subject to discipline and will be referred to law enforcement officials as appropriate.

Legal References:

EDUCATION CODE

48980 Required notification at beginning of term

51006 Computer education and resources

51007 Programs to strengthen technological skills

51870-51874 Education technology

51870.5 Student Internet access

52270-52272 Education technology and professional development grants

52295.10-52295.55 Implementation of Enhancing Education Through Technology grant program

60044 Prohibited instructional materials

PENAL CODE

313 Harmful matter

502 Computer crimes, remedies

632 Eavesdropping on or recording confidential communications

653.2 Electronic communication devices, threats to safety

GOVERNMENT CODE

3543.1 Rights of employee organizations

LABOR CODE

2870 Rights to an invention

VEHICLE CODE

23123 Wireless telephones in vehicles

23123.5 Mobile communication devices; text messaging while driving

23125 Wireless telephones in school buses

SLCUSD DISTRICT POLICY

4040: Employee Use of District Technology

5131: Students - Conduct

UNITED STATES CODE:

Title 15, 6501-6506 Children's Online Privacy Protection Act

Title 20, 6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:

Title 20, 6777 Internet Safety (Children's Internet Protection Act, CIPA)

UNITED STATES CODE

Title 47, 254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS

Title 16, 312.1-312.12 Children's Online Privacy Protection Act

Title 47, 54.520 Internet safety policy and technology protection measures, E-rate discounts

Management Resources:

CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

MYSPACE.COM PUBLICATIONS

The Official Administrator's Guide to Understanding MySpace and Resolving Social Networking Issues

WEB SITES

CSBA: <http://www.csba.org>

American Library Association: <http://www.ala.org>

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

Center for Safe and Responsible Internet Use: <http://csriu.org>

Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy Protection:

<http://www.ftc.gov/privacyinitiatives/childrens.html>

U.S. Department of Education: <http://www.ed.gov>

Web Wise Kids: <http://www.webwisekids.org>

Common Sense Media: <http://www.common Sense Media.org>

Regulation

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