

MEMORANDUM OF UNDERSTANDING BETWEEN

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
AND
SAN LUIS COASTAL TEACHERS ASSOCIATION

2021-2022 INSTRUCTIONAL SCHOOL YEAR DURING THE COVID-19 PANDEMIC

The San Luis Coastal Unified School District ("District") and San Luis Coastal Teachers Association ("Association") enter into this Memorandum of Understanding ("MOU") related to instruction during the 2021-2022 school year and the ongoing COVID-19 pandemic. This MOU is dated September 2, 2021 for reference purposes.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU.

The Parties agree to the following:

I. Safety Conditions

- A. *COVID-19: Directives, Plan, and Program.* The District 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, and the San Luis Obispo County Health Department ("Public Health Directives"). The Parties recognize the District has a COVID-19 Safety Plan and COVID-19 Prevention Program which address safety considerations during the COVID-19 pandemic. The Parties also acknowledge that the Health Directive may change at the direction of local state and federal agencies and that the District may make changes to its operations to remain in compliance with future changes.
- B. *Face Coverings: Unit Members.* All Unit members shall wear a CDPH-approved mask that meets current "Public Health Guidance" and is appropriate for a school setting while at work/school except when in their own private work areas with no one else present. Unit members needing an accommodation to this mandate shall contact Human Resources.
- C. *Other Personal Protective Equipment.* The District will have additional personal protective equipment available to Unit members who request it to comply with Public Health Directives and "Public Health Guidance" issued by state and local public health officials. Upon request, the District will train 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.
- D. *Face Coverings: Students.* Students shall be required to wear face coverings as mandated by Public Health Directives.
- E. *Student Non Compliance Concerning Face Coverings.* According to CA guidelines, if a student refuses to wear a face covering, the student should be corrected. Students who refuse to comply with safety measures above, will be sent to site administration. If the student continues to refuse, the student must be excluded from on-campus instruction, unless they are exempt, until they are willing to wear a face covering.

- F. *Workplace Cleanliness and Campus Hand Sanitizing Stations.* The District shall ensure hand sanitizing/hand washing and classroom tissue/paper towel supplies are checked and restocked and that hand sanitizing stations are placed at all school sites in numerous locations throughout each campus. Unit members may assist with disinfecting classrooms between class periods. Disinfectant spray and towels will be provided to Unit members upon completion of the optional safety module. The District reserves the right to require Unit members to remove personal property to improve safety.
- G. *Follow Health Directives.* Unit members agree to comply with all Health Directives, with the COVID-19 Safety Plan and COVID-19 Prevention Program, and any other health and safety rules issued by the District.
- H. *Staff Symptom Screening.* The District adopts the following guidelines for unit members when entering District campuses:
1. 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 are unvaccinated and have had close contact with a person diagnosed with COVID-19. 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.
 2. Unit members exhibiting any symptoms, or who are unvaccinated, and 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 of their absence in accordance with usual procedures, seek medical care, and have substitute lesson plans in place. Unit members shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions.
 3. 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.
 4. Members who are required to do COVID-19 testing will be conducting the test on-site when tests are available. If tests are unavailable, members will be required to get tested off-site.
 5. Members who are vaccinated and are exposed to COVID-19 through close contact may request a COVID-19 test. COVID-19 testing will be conducted on-site when tests are available. If tests are unavailable, members may choose to get tested off-site.
- I. *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 timely respond in writing to the Unit member and shall endeavor to respond within one working day. The supervisor shall respond in writing to the employee within no more than two working days.
- J. *Injury and Illness Prevention Program (IIPP).* The District will update its IIPP to address the unique circumstances presented by COVID-19.
- K. *Guideline Updates.* The District reserves the right to modify requirements based on Public Health Guidance, as that Guidance may change from time to time. If any of the modified requirements changed working conditions or any items in this MOU or current CBA, the Association will be notified and those items will be negotiated.
- L. *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 instruction can 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.

II. Leaves

- A. *COVID-19 Supplemental Paid Sick Leave.* In accordance with Senate Bill 95 – COVID-19 Supplemental Paid Sick Leave and Labor Code Section 248.2, full-time unit members will be provided 80 hours of paid sick leave by the District when unable to work or telework due to COVID-19. If a unit member is part-time, they will provide an amount of paid sick leave consistent with the calculations under Labor Code section 248.2. This is retroactive to January 1, 2021 so all eligible reimbursements will be disbursed to unit members as soon as possible following District confirmation of a unit member’s valid request for reimbursement, if such request has not already been made. This provision will remain in effect through September 30, 2021, unless the Legislature extends the leave.
- B. *Sick Leave.* After exhaustion of COVID Leave, Unit members will use their annual sick leave allotment (12 days).
- C. *Quarantine Leave.* After an employee has exhausted both COVID Leave and annual sick leave allotment then, 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, 2022 and shall not accumulate from year to year.

III. Hours of Work

- A. *Quarantine – Entire Class.* After one full work day, the unit member will develop an instructional plan to meet the needs of their students and consult with their site administrator.
 1. Elementary – For TK, Pre-K, and Kindergarten, the plan will include one hour of daily synchronous instruction. For Grades 1-6, the plan will include two hours of daily synchronous instruction. Synchronous instruction may be divided throughout the work day at the discretion of the unit member. Daily work shall equate to a full instructional day.
 2. Secondary – Plan will include at least 15 minutes of daily Zoom synchronous instruction during the quarantined section. Daily work shall equate to a full instructional period.
 3. Unit members have the discretion to distribute work on a daily basis or for multiple days at a time for the remainder of the quarantine.
- B. *Academic Quarantine Assignments: Students Absent from On-going Classes.* Unit members will be notified about quarantined students by site administration. Unit members who have a student (or students) quarantined due to COVID-19 exposure will create a packet of work or remotely share work (i.e. Google Classroom, email) the student is expected to complete, which will be distributed to the student or student’s family within one full work day of being notified of the quarantine.
 1. Unit members have the discretion to distribute work on a daily basis or for multiple days at a time for the remainder of the quarantine.
 2. Unit members will make every effort to follow up with students during the course of the quarantine.

In order to account for the additional time and increased duties if a student(s) is quarantined, unit members who provide Quarantine Assignments and are teachers of record will be paid a one-time payment of \$2,000.00 for the 2021-22 school year. This is a one-time payment and the number of students quarantined does not matter. Payment will be based on their FTE status (i.e., 0.5 FTE = \$1000.00), not to exceed 1.0 FTE.

IV. General Provisions

- 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 or Association'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 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.
- 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, but all other agreed upon provisions of the MOU will remain in place. 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, 2022 unless extended or modified by mutual written agreement.
- 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 and SLCTA membership ratification.

SAN LUIS COASTAL TEACHERS ASSOCIATION



 Emily Cappellano, Association President

Dated: September 2, 2021

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT



 Dan Block, Director of Human Resources
 District Negotiations Chairperson

Dated: September 2, 2021