

MEMORANDUM OF UNDERSTANDING BETWEEN
SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
 AND
SAN LUIS COASTAL TEACHERS ASSOCIATION

2020-2021 INSTRUCTIONAL PRACTICES 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") in response to the reopening of schools for the 2020-2021 school year and the need for changes to instructional models and practices due to the ongoing COVID-19 pandemic. This MOU is dated August 14, 2020 for reference purposes.

A. The Parties entered into MOUs on March 24 and April 15, 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. Both of these MOUs expired on June 30, 2020. The Parties agree that this MOU shall replace the prior MOU's dated March 24 and April 15, 2020 and that this MOU, in conjunction with the current Collective Bargaining Agreement ("CBA"), dated May 19, 2019, meets all bargaining obligations of both Parties.

B. 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/guidance issued by public health officers ("Public Health Guidance"). 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.

C. 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. For further clarifying information on targeted small group in-person learning sessions, Unit members should reference sections 4f and 9b of this document.

D. The Parties recognize there is a need to transition students and families to return back to school physically if it can be done according to Public Health Guidance and to provide new and/or modified instructional options in response to COVID-19.

E. 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 District's Reopening Plan for 2020-2021. 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.

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

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. Article VI – Hours of Work.

- 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. Bargaining Unit members will be notified by email, electronic communication, or phone about any school closures or transition between plans, including any decisions to extend school closures once they commence.
- b. *Transition Days for Unit Members.* Unit members will be given a transition day when transitioning between Plans A, B, and C during the 2020-2021 school year. Lessons for students during these transition days will be provided by the District to meet the asynchronous instructional minute requirements. Time during transition days will be used for Unit members to prepare for the transition and will be directly related to lesson planning. Classroom teachers will take student attendance, roll and answer student questions during that live interaction, and meet all requirements of law. No professional development or staff meetings will be scheduled during those transition days.
- c. *Professional Development.* The District will add one (1) additional optional day of professional development to ensure sufficient time for training and professional collaboration. Unit members who attend on August 20th, 2020, shall turn in a time card and be paid the Teacher Hourly Rate.
- d. *Elementary Instructional Calendar.* For the 2020-2021 school year, prior to the parent conference week in March, there will be two minimum days instead of a full student-free day for preparation for conferences. This contractual change is due to moving the two minimum PD days to the start of the school year.
- e. *Work Expectations.* Unit members shall not be required to work beyond their number of total contract days or contract hours as specified in the CBA (except as listed in section d above), and will be afforded all prep time as specified in the CBA. Whether working on-site or remotely if engaged in distance learning, Unit members are expected to be working and available on all contractual duty days during their regular work hours.
- f. *Parent Communication.* Unit members shall routinely communicate with parents/guardians virtually regarding individualized student achievement, engagement, and wellness, regardless of whether the student is participating in distance learning or in-person instruction. Teacher-parent interactions outlined in the CBA may take place virtually, including virtual parent-teacher conferences, Back to School night, Open House, one Information night, and graduation.

4. Distance Learning and the Virtual Learning Program

- a. *Distance Learning Plan.* All distance learning under Plans B and C shall be performed consistent with the District's 2020-2021 Distance Learning Plan and all applicable laws. The Distance Learning Plan provides minimum guidelines, consistent across the district, for distance teaching, learning, and assessment. Due to the ongoing evolution of circumstances surrounding school closures, this document may be revised as needed. The District's Virtual Learning Program may follow a different set of guidelines than what is provided in the 2020-2021 Distance Learning Plan. A copy of the **District's Distance Learning Plan** is attached as **Exhibit A** and incorporated into this MOU. A copy of the **District's Virtual Learning Program** is attached as **Exhibit B** and incorporated into this MOU. Teachers may supplement digital learning with hard copy packets. School sites will have a common and organized system of following up on all students who are not engaged in learning.

The instructional leadership teams at all sites will provide feedback on the Distance Learning Plan monthly with the intention of collaboration and consultation to discuss, adjust, and potentially improve components of those plans that will continue to provide guidelines for teaching, learning, and assessment. The VLP teachers will consult directly with their principal and make adjustments as necessary throughout the year.

- b. *Distance Learning.* References in Article VI to “teaching students in regular classroom instruction” shall include “providing distance learning to students.”
- c. *Unit member expectations.* All Unit members will follow the Distance Learning Plan (DLP). All students will receive a combination of synchronous and asynchronous instruction and content five days per week through distance learning. All content shall be aligned to grade level standards and provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. All students will receive daily live interaction with Unit members for purposes of instruction, progress monitoring, and maintaining school connectedness. When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Bargaining Unit members will be present during live instruction periods.
- d. *Disengaged Students.* For students who are absent, or if there is evidence the student is disengaged in distance learning, Unit members shall follow the District’s written procedures for tiered reengagement strategies. **Tiered reengagement strategies** are attached as **Exhibit C**. The district and/or site administration will support Bargaining Unit members in contacting students/parents who are not responding to assignments and correspondences.
- e. *Remote Work Site for Instruction.* Unit members 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 may be permitted but shall not be directed or 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 f.
- f. *Accountability.* In distance learning, for Unit members who are not satisfactorily performing their job duties in the Distance Learning Plan, 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 online instruction 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, if the immediate supervisor deems that the member needs to work on site, the Association 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.
- g. If a Unit member elects to work on-site and bring their own school aged 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 be in the member’s classroom 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.
- h. All Unit members who need and request additional training will be provided that training to the extent possible on Google Apps for Education and other district supported resources required to prepare and implement a virtual learning program.

- i. During distance learning, Unit members will be allowed to access their disinfected classroom space for necessary technology and materials.
- j. Upon request, the District will provide Unit members with computers/laptops so they can deliver distance learning. 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), Unit members can submit a claim form for a one-time stipend of \$125.
- k. If a Bargaining Unit member chooses to provide supplemental printed materials to students, the Unit member may go to the school site for printing or request assistance from site personnel.
- l. *Professional Development.* Professional development may take place during staff meetings or in Admin directed TCT time, or in lieu of student instructional time, as determined by the District. Should the professional development be in lieu of student instructional time, Unit members will be given at least two days advance notice. If extenuating circumstances prevent a Unit member from attending the required training, the Unit member shall make special arrangements with the site administrator prior to the training.
Two Wednesdays per month, from 2:00 p.m. until 4:25 p.m., Unit members will participate in 70 minutes of professional development time which would include activities around professional development in technology use, best practices for distance learning, tiered student support strategies, social-emotional supports for students, data review, instructional strategies, assessment and benchmarks, universal screening, collaborative planning, building collective efficacy, scope and sequence and essential standards work, etc., in conjunction with a staff meeting.
- m. 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.
- n. Bargaining Unit members will make a reasonable effort to respond to parents and students Monday-Friday, within 24 hours. Members will provide feedback in accordance with the Distance Learning Plan and the Virtual Learning Program.
- o. Bargaining Unit members shall not be required to provide personal cell phone numbers or personal email addresses in communications with parents or students.
- p. If formal virtual staff meetings are held, they shall be in accordance with the current negotiated agreement. Bargaining Unit members who are not available during the scheduled staff meetings, and have notified the supervisor in advance, are responsible for watching a recorded version (if made available).
- q. Unit members are reminded to review their account security settings, and be advised as to best practices for scheduling meetings, and distributing meeting links and passwords.
- r. District employees 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 **Exhibit D**.

Plan B. Unit members will follow the District's SLCUSD COVID-19 working guidelines.

Plan B2 will be half of the students attending in the morning and the other half in the afternoon. Unless chosen by the Unit member, when students are not present on campus, the Distance Learning component of a 'Hybrid' model of instruction will be homework/assessments connected to material covered during in-person instruction.

5. Article VII – Evaluation Procedures.

- a. Unit members will be evaluated during the 2020-2021 school year in accordance with guidelines developed by the Evaluation Committee which will be communicated with Unit members no later than September 1, with a potential adjusted rubric/framework.
- b. The SLCUSD Evaluation Committee will pick no more than twelve (12) components that most closely align themselves with distance learning unless the Evaluation Committee agrees otherwise.
- c. 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 IX – 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. 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").
- ii. *Sick Leave.* After exhaustion of COVID Leave, Unit members will use their annual sick leave allotment (12 days).
- 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.

b. Medical Susceptibility.

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.

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.

7. Article XI – Transfer Procedures.

- 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 delivery of instruction shall not be deemed to constitute a transfer or reassignment.
- b. Unit members assignment 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 and who request it. These Unit members should have priority to these positions. The District will make every effort for Unit members to return to their previous position and site when their virtual learning assignment concludes.
- c. The Association will be notified two days prior for District Initiated Transfers due to a shortage of credentialed staff due to COVID-19 related absenteeism.

8. Article XIII – Safety Conditions.

In addition to the existing requirements in Article XIII, the Parties agree that the following will apply to on-site, in-person instruction:

- a. *Follow "Public Health Guidance."* The District shall adhere to the COVID-19 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 "Public Health Guidance" 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 (i.e. playing an instrument, learning a foreign language), or during athletic participation. These situations will be handled on an individual case basis in accordance with Public Health Guidance. 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 in classes where vulnerable individuals may be present, or as a student accommodation. Upon request, the District will provide face coverings to Unit members. Unit members may use face coverings even if they are not required by the District or by Public Health Guidance.
- 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 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 Guidance.

e. *Physical Distancing: Classroom Facilities & 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 at all times, adult and adult at all times, and student to student to the extent possible. The District shall structure movement through buildings in only one direction to the extent possible. Unit members shall practice physical distancing and follow District guidelines. Unit members agree to avoid congregating in work environments, break rooms, staff rooms, and bathrooms unless physical distancing is possible and implemented.

f. *Workplace Cleanliness and Campus Hand Sanitizing Stations.* The District shall ensure hand sanitizing/hand washing and classroom tissue/paper towel supplies are checked daily 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 general workspaces are cleaned and disinfected daily. 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. *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 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. *Follow Health Directives.* Unit members agree to comply with all Health Directives issued by the District.

i. *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.

j. *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 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. 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.

3. 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 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.

4. 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. If an employee is directed to quarantine due to Coronavirus exposure or sickness, or belongs to populations deemed by the County Public Health Department as uniquely vulnerable to the effects of the virus (e.g. age 65 or older, or at higher risk for serious illness, or as a caregiver for person(s) at higher risk), but are still working remotely, there should be no loss of individual leaves or pay.

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 SLO Public Health Department and the District. Unit members should know their closest contacts. 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 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.

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 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.

o. *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.

p. *Student Non Compliance.* 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.

q. *Health Screenings.* Unit members reserve the right to voluntarily administer a health screening checklist for students.

9. Appendix E: Extra Duty Pay.

- a. Extra duty pay as referenced in Article VI and XIV shall be limited to those duties authorized to be performed by the District, and may be prorated if the activity associated with the duty is stopped. If the District decides not to provide the activities associated with the extra duty, then no payment shall be made. Some extracurricular activities (e.g. secondary sports), may have out-of-season practices/workouts when afforded the opportunity according to Public Health Guidelines. Site administration (in collaboration with District Administration and site Athletic Directors when applicable), may determine if partial stipends should be prorated on a case by case basis.
- b. 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 \$25/half day and \$50/full day.

10. Curriculum and Instructional Strategies.

Nothing in this MOU or the 2020-2021 Distance Learning Plan shall prevent the District from following all requirements of law, including but not limited to, compliance with instructional minute requirements. If the District learns that compliance with this MOU puts District funding in jeopardy or is in conflict with any applicable law or Public Health Guidance, then the District shall notify the Association and consult with the Association regarding how best to ensure full state funding and legal compliance.

11. Students with Disabilities and Distance Learning.

- a. If students with Individualized Education Programs (IEP) or Section 504 Plans receive their instruction via distance learning or via a hybrid model, all special education teachers and service providers will collaborate, as appropriate, with general education teachers to create individualized distance learning plans for their students. The plans will provide for instruction and/or services that meet the minimum recommendations identified by a team with knowledge of the child's needs.
- b. Student IEPs and Section 504 Plans, and amendments, shall be implemented to the greatest extent possible and continue to provide the services called for in those IEPs and Section 504 in alternative ways, ensuring accessibility and providing identified accommodations.
- c. Teachers and service providers may be asked to participate in IEP and Section 504 team meetings as certain timelines, including those for annual reviews, are still in place during site closures or when distance learning or a hybrid instructional model is being used. Virtual tools may be used, as needed, to hold any necessary 504 and IEP meetings.
- d. The District shall communicate, as needed, to appropriate staff, when virtual tools are not appropriate or create significant legal risk. If this occurs, staff shall work with students and families in the manner directed by the District, consistent with then-in-place safety protocols.
- e. Special education Unit members will work collaboratively with core content unit members to accommodate or adapt lessons to meet the needs of students in a distance learning or hybrid learning environment and ensure that lessons and activities are appropriate and consistent with the student's IEP.
- f. Unit members will provide timely input to case managers in advance of scheduled IEP or Section 504 meetings.
- g. The Parties agree to meet at the request of either Party to discuss implementing guidance from the California Department of Education (CDE), and/or United States Department of Education (DOE), and/or other applicable guidance, in order to ensure that the District provides equitable and appropriate education for students with special needs and meets all legal requirements.

13. 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 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, 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, 2021 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.

h. *Working Conditions.* Any changes in working conditions will be negotiated.

SAN LUIS COASTAL TEACHERS ASSOCIATION


Emily Cappellano, Association President

Dated: August 14, 2020

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT


Christin L. Newlon, Director of Human Resources
District Negotiations Chairperson

Dated: August 14, 2020