

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
AND THE
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION**

This memorandum of Understanding is between the Santa Maria Joint Union High School District (“District”) and the Santa Maria Joint Union High School District Faculty Association (“SMJUHSDFA”) concerning the District’s response to the coronavirus (COVID-19) pandemic.

The District and SMJUHSDFA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

To these ends, the District and SMJUHSDFA agree as follows:

- 1) The District will inform SMJUHSDFA as soon as practicable should it learn of a confirmed coronavirus infection of District employees or students. As much information as reasonably and legally permissible, without disclosing confidential student or personnel information, will be provided to SMJUHSDFA leadership in an effort to inform members who may have been in contact with the employee or student. The Parties agree the District is not required to disclose the name of the employee or student.

The District will provide training options for its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take reasonable measures to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The District and SMJUHSDFA recognize that there have been severe shortages throughout California of supplies for hygiene and sanitation recommended by the Department of Public Health but will make all reasonable efforts to provide appropriate supplies.

- 2) For individuals who are at high risk (age 65 or older or underlying health conditions) the District agrees it will continue to engage in the interactive process to identify any potential reasonable accommodations. Bargaining members are reminded of their duty to do assigned work absent reasonable fears for their health or safety. Should a bargaining member decline to report in person for fear of their health or safety or the health and safety of family members, the issue will be brought to the Human Resources office.

- 3) All bargaining members of the SMJUHS DFA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals, as required by the Department of Public Health. "Contact tracing" is defined as:
<https://www.dho.int/features/qa/contact-tracing.en/>.
- 4) In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, SMJUHS DFA bargaining members will not suffer any loss of pay or benefits provided they are available for duty during regular work hours. During a closure, bargaining members must be available at all times during their regular work hours, abstain from alcohol or other substances, and report to work within two (2) hours of notification to perform assigned duties as needed. Employees while working remotely will not be required to use paid sick leave or any other form of paid time off during such an eventuality. It is the expectation that employees will check their staff email multiple times throughout the regular workday hours. While this paragraph will apply to any such closure or curtailment; in the event closures are anticipated to last past April 6, 2020, the District and SMJUHS DFA will meet and bargain about the issue.
- 5) Any remote work shall be at the discretion of the District using an adopted standard with an emphasis on equity, health, and safety in the workplace, aligned with any mandates from the Department of Public Health for social distancing. The District may also develop a social distancing policy and mandate some unit members to engage in remote work or alternate work in lieu of the regularly assigned tasks in positions where it is deemed feasible and appropriate.
- 6) During a closure, sick leave and all pre-approved leaves shall continue to be used as originally planned and the bargaining member will not be expected to be available to work. Bargaining members who are not available to work may utilize any of the forms of leave they are entitled under Article 6 of the Agreement, in accordance with the procedures for and subject to the same limitations for taking such leave set as forth in Article 6 of the Agreement. The District and SMJUHS DFA are in agreement that all current adopted leave policies will remain in full effect during the duration of the pandemic except as modified by this agreement. The following special circumstances shall be in effect during the duration of the pandemic:
 - a. In the event a SMJUHS DFA bargaining member is diagnosed with coronavirus, the bargaining member must notify Human Resources. The District agrees it shall not disclose any confidential personnel or medical information.
 - b. If diagnosed and placed in official mandatory quarantine by the Department of Public Health and unable to return to work, bargaining members shall use all available paid leaves including Sick Leave, In-Lieu Time, and Other Entitlement in the event a leave is approved by Human Resources as a result of an official

quarantine as issued by the Department of Public Health. Bargaining members shall be placed on fully paid administrative leave for the duration of an official quarantine as issued by the Department of Public Health after all other fully paid leaves have been exhausted. Bargaining members shall not return to work until asymptomatic and the bargaining member provides a medical note clearing the bargaining member to return to work.

c. After the determination is made to return to work sites any bargaining members that exhibit symptoms that are consistent with symptoms of the coronavirus as defined by the Department of Public Health (e.g. fever, cough, and difficulty breathing) may be sent home by the District and shall use any available paid leaves for the duration of the active symptoms. Bargaining members shall not return to work until asymptomatic and the bargaining member provides a medical note clearing the bargaining member to return to work.

7) SMJUHSDFA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to epidemic.

8) The District may seek to add additional school days to this school year or next year. If additional school days are necessary, the District will continue to negotiate with SMJUHSDFA.

9) The District shall respond to requests by employees who are parents with childcare or school emergencies caused by coronavirus-related closure in conformity with the Education Code, Board Policies/Administrative Regulations, and the collective bargaining agreement.

10) All closed schools will be disinfected before staff or students return. Should the return date change from April 6, Bargaining Members shall have at least Forty-Eight (48) hours' notice of the change.

This MOU will remain in effect beginning the date of signature until June 30, 2020.

Dated: 3/19/2020

By: 

Kevin Platt, Assistant Superintendent, HR
For Santa Maria Joint Union High School District

Dated: 3/19/2020

By: 

Matt Provost, President
For Santa Maria Joint Union High School District
Faculty Association