

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

2020-2021

The Santa Maria Joint Union High School District (“District”) and the Santa Maria Joint Union High School District Faculty Association (“SMJUHSDFA”) 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.

The Parties recognize that COVID-19 represents a unique challenge to schools which require creativity and understanding on behalf of both parties. 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, including the California Department of Public Health (“CDPH”) and County Public Health (“Public Health Guidance”).

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 during the 2020-2021 school year and to provide new and/or modified instructional options in response to COVID-19. The Parties also recognize the requirement and need to provide robust distance learning to students as they return to school.

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:

The District will inform SMJUHSDFA as soon as practicable should it learn of a confirmed COVID-19 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.

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. 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 based on Public Health Guidance. 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. Unit members shall receive at least 14 calendar days' notice prior to the transition to hybrid or in-person instruction. Upon return to hybrid or in-person instruction, the Parties will reconvene to discuss job assignments for unit members to serve students who remain in the online learning model.

b. *Work Expectations during Distance Learning*

Unit members shall be required to work during their regular assigned work hours.

- i. During the training and preparation days preceding the first student day on Aug. 17, Bargaining Unit Members shall report to their work sites (not otherwise excused). Unit members shall also report to their work sites (not otherwise excused) during the first week of instruction. All employees present shall wear face coverings and observe strict physical distancing guidelines. Any non-virtual meetings shall be held outdoors or in a well-ventilated space that allows for physical distancing.
- ii. Beginning on August 24, 2020 and through the duration of Distance Learning, Bargaining Unit Members shall individually determine whether they will work from home or from the school site; however, all unit members (not otherwise excused) shall report to their worksite on Mondays. In addition, all unit members will select another day (Tuesday, Wednesday, Thursday or Friday) to work at their worksite each week. Those who work on the school site shall notify the site administration of their decision, wear face coverings, and observe strict physical distancing guidelines.
- iii. Should conditions during this pandemic change during the course of this agreement, the Parties agree to meet and negotiate potential adjustments to this timeline.

c. *Working Remotely During Distance Learning*

If unit members have medical issues which place them at higher risk of developing serious complications due to COVID-19, the District agrees it shall engage them in the Interactive Process to determine whether there are any reasonable accommodations which would allow them to perform the essential functions of the position. All Unit members who work remotely shall:

- i. provide assurance to their immediate supervisors that they have sufficient technology to adequately provide instruction to students and to conference with parents, colleagues, administrators, and students.
- ii. maintain the confidentiality of all student information.
- iii. ensure that the environment from which they are working is their primary residence or another approved location and is professional, absent of distractions, and safe.
- iv. record all online whole-classroom instruction that is provided by the teacher.
- v. provide their instructional schedule to their immediate supervisor as well as access to all online instruction.

- vi. have their school telephone extension forwarded to a home, cell, Google, or District email account so that telephone messages may be responded to in a timely manner.

d. Work Year

For the 2020-21 school year only, the work year for unit members shall have an additional three (3) workdays for professional development, and the total workdays shall be 188 days, including 180 student contact days. Unless otherwise negotiated, after the 2020-2021 school year, Article 4.2.1 shall remain in effect. Unit members shall be compensated for the additional three workdays at their Daily Rate of Pay for each additional workday. This one-time payment shall not result in a change to the current 2020-21 salary schedule. The one-time payment will be paid in the month upon board approval.

e. Professional Development

All unit members will participate in four (4) days of professional development on August 10 - 13 focused on providing ongoing robust distance learning. The teacher workday shall be Aug. 14. All unit members are expected to participate in the District-provided online professional development related to the use of Canvas.

f. Training

Consistent with Public Health guidelines and the Healthy Schools Act, unit members shall be trained in COVID-19 School-Based Guidelines and the proper use of pesticides (disinfecting wipes). The trainings are available on www.getsafetytrained.com. Please contact SMJUHSD Human Resources if you are unable to login. The required trainings are:

- i. COVID-19 School Based Guidelines
- ii. Antimicrobial Pesticides (Disinfectants and Sanitizers)
- iii. HSA Basic Pest Management in School and Child Care Settings (Healthy Schools Act)
- iv. Mandated Child Abuse Reporting for Educators
- v. Sexual Harassment Prevention Training – 1 hour, SB 1343

g. Calendar

Given the additional professional development days, there will be a delay of instruction for three (3) days, and three (3) workdays will be rescheduled in the calendar for student instruction. The first day of student attendance is August 17, 2020. At this time, the dates of the additional workdays are January 11, May 28, and June 11. The additional days of professional development will occur during the week of August 10.

h. Bell Schedule (see appendix A)

The attached bell schedule shall be in place during the effective dates of this MOU. The parties agree to meet and negotiate prior to any alteration of this bell schedule.

i. Class Size

Every attempt will be made to balance the class sizes to as close to 50% as possible, realizing the difficulty due to the complexities of master scheduling. The District will follow all Public Health Guidelines for physical distancing when evaluating classroom size limitations.

j. 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.

4. Article 6 – Leaves of Absence

a. COVID Exposure or Positive Test

If a unit member is exposed to COVID-19 and is self-quarantining or awaiting results and/or tests positive for COVID-19, the unit member shall be permitted to use any and all leaves under the Collective Bargaining Agreement, as well as under state and federal law.

b. Medical Susceptibility

Unit members who may be at high risk to serious illness due to COVID-19 during the pandemic and who provide the appropriate medical documentation will be entitled to reasonable accommodation as required by state and/or federal law. Unit members who may be at high risk for COVID-19 and not able to be accommodated by the District to work will be permitted to use any and all leaves to which they are entitled under state and/or federal law.

c. Exhibiting Symptoms

Unit members who exhibit symptoms that are consistent with COVID-19 and who are sent home from work by the District shall be permitted to use any and all leaves to which they are entitled under state and/or federal law and the CBA. If unit member symptoms are not COVID-19 related, there will be no charge for time absent.

d. In Lieu and Charging for Absence

The amount of charge for a fractional absence shall be proportionate to the amount of working time missed. The amount of credit for an in-lieu shall be proportionate to the amount of additional time worked.

5. Article 7– Evaluation Procedures

All scheduled evaluations including permanent, temporary, and probationary unit members and any unit member who has received a “needs improvement” or “unsatisfactory” evaluation during the past two school years shall be evaluated during the 2020-21 school year following the process in the Collective Bargaining Agreement. Unit members must provide evaluators access to virtual learning settings and all relevant electronic communications so that the evaluator can conduct a comprehensive evaluation. If a permanent unit member receives a “needs improvement” or “unsatisfactory” evaluation during the 2020-21 school year, he or she will be re-evaluated in the 2021-22 school year. The 2021-22 evaluation will replace the 2020-21 evaluation and the replaced 2020 – 21 evaluation shall have no further consequences.

6. Safety Conditions

The Parties agree that the following will apply to on-site, in-person instruction when that model is in place, or when unit members are on site meeting with other staff or students:

a. *Follow “Public Health Guidance”*

The District shall adhere to the COVID-19 Public Health Guidance.

b. *Face Coverings*

All unit members and students shall wear a face covering (mask or face shields with cloth) that meets current public health guidelines (“Public Health Guidance”) and are 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 a case-by-case basis. A unit member may obtain a District-approved exemption based on the needs of the individual and 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. The District will provide face coverings to unit members upon request. The District reserves the right to modify this requirement based on Public Health Directives and Guidelines, as those directives and guidelines may change from time to time. No Bargaining Unit Member shall be required to work in a space with any individual who is not wearing a face covering.

c. *Physical Distancing: Classroom Facilities*

To ensure physical distancing in classrooms and school site facilities where students are present, such areas shall be reconfigured to maintain physical distancing as recommended by Public Health Guidance between teachers and students. Where possible, the District shall structure movement through buildings in only one direction. 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 social distancing is possible and implemented. All HVAC units shall be serviced in accordance with the appropriate maintenance schedule, and all HVAC units shall be set for maximum exchange of exterior air.

d. *Workplace Cleanliness and Campus Hand Sanitizing Stations*

The District shall ensure hand sanitizing/hand washing supplies are checked frequently and restocked, and that hand sanitizing stations are placed at all school sites in numerous locations, including each classroom throughout each campus. The District shall also ensure that all classrooms, restrooms, and unit member workspaces are cleaned and disinfected daily. Disinfectants will be provided in restrooms. After a class period ends, students will depart, and the teacher will spray down each desk and seat with disinfectant spray. When the next period students enter the classroom, they will wipe down their personal desk and seat with the provided paper towel. If teachers experience sensitivity to the provided disinfectant spray, the District will provide an alternative disinfectant that does not cause a reaction, or make other accommodations relieving the teacher of the cleaning. Teachers will also be provided with gloves and other personal protective equipment (PPE) related to cleaning. Unit members shall wipe down any desk/chairs and other items they touch with disinfectant after use.

e. 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 guidelines. All unit members and students must sanitize their hands upon classroom entry with District-provided sanitizer. All unit members must wash their hands with soap and water after they enter worksites and periodically throughout the day.

f. Follow Health Directives

Unit members agree to comply with all Health Directives issued by the District in accordance with Public Health Guidelines.

g. Limits on Campus Access

So long as allowed by written Santa Barbara County Public Health Directives, school sites shall be open for business, affording access of services by students and family members. Every effort will be made to limit access to campus only to those who are approved to be on that site.

h. Staff Symptom Screening

The District adopts the following guidelines for unit members when entering District campuses:

i. Close Contact

Close contact: As defined by the Centers for Disease Control and Prevention ("CDC") and for purposes of this MOU, 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.

ii. During Distance Learning, unit members must self-screen before coming to campus, i.e., check temperature to ensure temperature is 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. Unit members will be provided with a screening questionnaire to be submitted daily. All unit members shall be provided with a thermometer for home use upon request.

iii. When students return to campus, the District will engage in symptom screenings of unit members and students, consistent with Health Directives and guidance from the CDC, which includes visual wellness checks and temperature checks with no-touch thermometers and questioning regarding COVID-19 symptoms as well as whether unit members or students have anyone in their home with COVID-19 symptoms or a positive test.

iv. 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 Human

Resources and 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. Unit members shall not return to work without a doctor's clearance. During Distance Learning, unit members who are able to do so may complete their work functions from home during any quarantine or self-isolation.

v. The District and the SMJUHSDFA will inform each other as soon as practicable should it learn of a confirmed COVID-19 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.

vi. Sick unit members shall not return to work until they have met Public Health Directive criteria to discontinue home isolation.

i. *Contact Tracing*

The District will work with the County Public Health Officer to initiate contact tracing upon notification that an employee or student has been infected with COVID-19 and will send all required notices, while ensuring the unit member's confidentiality as required by law. Unit members shall cooperate with contact tracing as requested by the Public Health Department and the District. Unit members should know who their closest contacts have been, so they are able to help Public Health Officers with contact tracing.

j. *Reporting Unsafe Working Conditions*

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

k. *Guideline Updates*

The District reserves the right to modify requirements based on Public Health Directives and guidelines, as those directives and guidelines may change from time to time. The Parties agree to engage in additional negotiations when there are changes that impact mandatory subjects of bargaining.

7. Extra-Duty Assignments

Extra-duty assignments shall be limited to those duties authorized to be performed by the District. If the District decides not to provide the activities associated with the extra duty, then no payment shall be made.

8. Curriculum and Instructional Strategies

Nothing in this MOU or the 2020-2021 Distance Learning Plan shall or is intended to prevent the District from following all requirements of law or complying with any applicable directives regarding curriculum and instructional strategies for the new learning models, as the laws and directives may be altered during the 2020-2021 school year in response to this ever-changing emergency.

9. Specifics Concerning Rigorous Distance Learning

The parties recognize that SB 98, as well as additional guidance from the Governor and CDE, have added additional requirements to ensure the provision of rigorous distance learning while schools are physically closed. These include daily live interaction for every child with teachers and other students, and class assignments that are challenging and substantially equivalent to in-person instruction. All students will have the opportunity to receive synchronous or asynchronous instruction and content five days per week, either in-person or through distance learning of at least 240 minutes per day. 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 have the opportunity to receive daily live interaction with certificated employees for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under Public Health Guidelines and consistent with this MOU. 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.

a. All unit members agree to utilize the *Canvas* learning platform for Distance Learning purposes. Any unit member requiring additional training in *Canvas* use may contact their site administration to request additional resources to utilize in the Distance Learning environment. Other platforms may be used to supplement instruction at the unit member's discretion.

b. The District and/or site administration and staff will support unit members in contacting students/parents who are not responding to assignments and correspondences.

c. Unit members are reminded to review their account security settings and be advised to use best practices for scheduling meetings and distributing meeting links and passwords.

d. 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 Notification ("AUN"); 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 AUN applicable. Unit members agree to comply with the District's AUN when working remotely (e.g., when using district-provided email, when logging into district resources such as Google Drive, etc.). For the purpose of clarification, the District's AUN is attached to this MOU as Exhibit A.

e. Related Service Providers (Adapted PE, etc.) will prepare appropriate distance learning activities that can be performed at home, as appropriate, to provide students with the opportunity to work on specific skill areas to provide educational benefit. All Special Education teachers and Related Service Providers will maintain service logs.

f. During Distance Learning periods, School Psychologists shall provide appointments for students for social-emotional and/or behavioral needs as deemed necessary by the psychologists, as well as communicate with families to provide support. Any appointments scheduled may be conducted by telephone or virtual tools, to the extent allowed by law. During Distance Learning, no in-person appointments shall be required unless they are allowed by written Public Health Department direction.

g. During Distance Learning periods, counselors shall provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as deemed appropriate, to the extent allowed by law. During Distance Learning, no in-person appointments shall be required unless they are allowed by written Health Department direction.

h. During Distance Learning periods, Speech and Language Pathologists shall provide virtual lessons. These lessons may be conducted via email, by telephone, or other virtual tools, as deemed appropriate, to the extent allowed by law. During Distance Learning, no in-person appointments shall be required unless they are allowed by written Health Department direction.

i. 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) in order to ensure that the District provides equitable and appropriate education for students with special needs.

10. Students with Disabilities and Distance Learning

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.

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 Plans in alternative ways, ensuring accessibility and providing identified accommodations.

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. In-person or virtual tools may be used, as needed, to hold any necessary 504 and IEP meetings. During Distance Learning, no in-person appointments shall be required unless they are allowed by written Health Department direction.

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 and consistent with the in-place safety protocols.

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.

Unit members will provide timely input to case managers in advance of scheduled IEP or Section 504 meetings.

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.

11. 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 future state or federal legislation or applicable orders and directives as they affect the terms and conditions of employment of bargaining unit employees. This paragraph shall not relieve the District of the duty to bargain the impacts of those changes.

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 meet and negotiate about the changes to this MOU as soon as possible and, in advance, if practical.

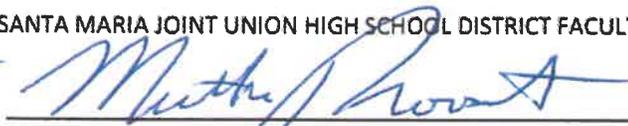
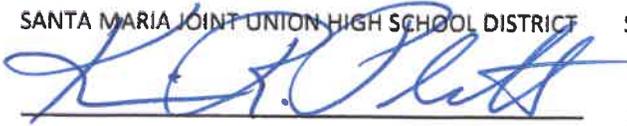
d. *Term.* The Parties agree that this MOU shall expire on June 30, 2021 unless extended or modified by mutual written agreement.

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.

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION



Kevin R. Platt, Asst. Superintendent, HR

Matthew Provost, SMJUHS DFA President

Dated: August 12, 2020

Dated: August 12, 2020

Full Distance Learning Schedule

80 minute periods at approximately 50% capacity

	Monday	Tuesday	Wednesday	Thursday	Friday
Alpha	Flex	A-L	M-Z	A-L	M-Z
Periods	Flex	1/2/3/4	1/2/3/4	5/6/7	5/6/7

- Forty minute 'Flex' periods on Monday
- Eighty minutes of scheduled instruction per class (Tuesday-Friday)
- Total minutes a week of scheduled instruction for a typical 6 period day = 720 minutes
- Built in time for Office Hours/Intervention/Teacher Collaboration
- Office hours to be used for teacher/student interaction.
- Period and alpha order alignment may change at the Quarter to provide balance.

BELL SCHEDULE

Monday Collaboration/Flex*				Tuesday (a-l)/Wednesday (m-z)				Thursday (a-l)/Friday (m-z)			
Period	Start	End	Instructional Minutes	Period	Start	End	Instructional Minutes	Period	Start	End	Instructional Minutes
Collaboration	7:30	8:30	60	Office Hours *	7:30	8:30	60	Office Hours*	7:30	8:30	60
Period 1	8:40	9:20	40	Period 1	8:40	10:00	80	Period 5	8:40	10:00	80
Period 2	9:30	10:10	40	Period 2	10:10	11:30	80	Period 6	10:10	11:30	80
Nutrition	10:10	10:20	10	Lunch	11:30	12:10	40	Lunch	11:30	12:10	40
Period 3	10:30	11:10	40	Period 3	12:20	1:40	80	Period 7	12:20	1:40	80
Period 4	11:20	12:00	40	Period 4	1:50	3:10	80	Office Hours *	1:50	3:10	80
Lunch	12:00	12:40	40	* Tutorial & Intervention * Students Services * PLC Collaboration and Teacher Planning * Professional Responsibilities * Assessment (Note: may also be conducted during or as part of instruction T-F)							
Period 5	12:50	1:30	40								
Period 6	1:40	2:20	40								
Period 7	2:30	3:10	40								

Employee Use Of Technology

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

ACCEPTABLE USE NOTIFICATION

I. INTRODUCTION

The Board of Trustees of the Santa Maria Joint Union High School District ("District") recognizes that technology enhances employee performance by offering effective tools to assist in providing a quality instructional program, facilitating communication, supporting District and school operations, and improving access and exchange of information. Employee use of technology is governed by Board Policy 4040.

This Notification is intended to alert employees to the parameters of their use of technology in the District. This Notification may be referred to in other Policies or Regulations as an Acceptable Use Agreement, Policy, or Notification. All such references refer to this Notification.

The District provides access to a wide variety of technological tools and resources. Employees are expected to use these resources primarily for purposes relating to their employment and may not use these tools for personal reasons while on duty. Employees are cautioned that any personal use must be limited and must not interfere with the efficient performance of their job duties. In addition, employees are cautioned that personal use of the District technology resources may be subject to the monitoring discussed in Section III below.

The Board of Trustees expects employees to behave civilly and professionally online just as they would offline. Online communication and behavior is subject to the same requirements as offline communications and behavior. While e-mail may feel informal, employees should consider the language, tone, and demeanor of their communications via e-mail just as they would as professionals in their offline communications and behavior.

II. DEFINITIONS

"Technology" includes, but is not limited to, computers, both desktop and laptop; the Internet; telephones; cellular telephones; personal digital assistants; pagers, MP3 players; USB drives, wireless access points (routers); smartphones and smart devices; tablet computers; networks; emails; wearable technology; computer software and applications; phone systems, voicemail and voicemail systems; fax machines, copy machines; scanners, digital storage media, network accounts; any wireless communication device including emergency radios and future technological innovations. This list is not exhaustive and is intended to include all technology resources utilized by the District including those not currently in use, but that could

"District Technology" is technology owned by the District or otherwise provided to any employee by the District.

"Personal Technology" or "Personally Owned Devices" refers to any technology or devices which are not District Technology.

III. PRIVACY

All District Technology, including, but not limited to, the District network, associated Internet capabilities, computer system, and all District-provided or owned mobile computing devices, is the sole property of District.

Since the use of District Technology is intended solely for use in conducting District business, District employees have no right or expectation of privacy in the District network, email system, computer system or any District-owned or District-provided equipment. No employee should have any expectation of privacy in any use of District Technology.

All passwords created for or used on any District Technology, including, but not limited to, computers, network systems, Internet sites, documents and mobile devices, are the sole property of District. The creation or use of a password by an employee on District Technology does not create a reasonable expectation of privacy.

The District reserves the right to monitor any use of or activity on District Technology, including the use of Internet and network resources and social media, at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal or prohibited activity.

IV. USER OBLIGATIONS AND RESPONSIBILITIES

The District provides access to technological resources to employees for educational and administrative purposes. Any personal use of District Technology should be limited and must not interfere with any District business and operations, the work and productivity of any District employee, or the safety and security of District Technology.

Employees are authorized to use the District Technology resources to access the Internet or other online services in accordance with Board Policy and Administrative Regulation, this Notification, and the user obligations and responsibilities described, but not limited to, the following:

Employees shall use District Technology safely, responsibly, and primarily for work-related purposes.

Employees shall not transmit, request, or receive materials inconsistent with the mission and values of the District.

Employees shall not use the system to promote unethical practices or to engage in any activity prohibited by law, Board Policy, or Administrative Regulation.

The employee in whose name an online services account is issued is responsible for its proper use at all times. Employees shall keep account information, home addresses, and telephone numbers private. They shall use the system only under their own user identity. Staff must use assigned accounts or passwords to access District computers, electronic devices, and network. Employees shall not use any District Technology to send any message that purports to be from another employee or uses another employee's email address.

Employees shall not send site-wide or district wide emails or group emails addressed to other employees outside the scope of the employee's work assignment without the permission of the Site Principal or Superintendent or his/her designee.

No employee shall permit the use of his/her assigned account or password, or use another person's assigned account or password, without the prior express written consent of the employee's supervisor and the designated technology administrator at the employees work site.

Employees shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive or sexually explicit, or that could be construed as harassment or

disparagement of others based on their race, ethnicity, national origin, sex, gender, gender identity, sexual orientation, age, disability, religion, or political beliefs.

Employees shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or forge other users' email.

Employees shall not use the system to engage in commercial or other for-profit activities without the permission of the Superintendent or designee.

Employees shall not use District Technology for any purpose that infringes on the copyright, license, trademark, patent or other intellectual property rights of another.

Employees shall not develop any classroom or work-related web sites, blogs, forums, social media accounts, or similar online communications representing the District or using District Technology without permission of the Superintendent or designee. Such sites shall 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. Because of the unfiltered nature of blogs, any such site shall include an employee use of technology 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.

Employees shall not establish inappropriate communication with students using District technology resources. Any communication with students shall be for an educational purpose only.

Employees shall not use District Technology for political or religious advocacy or on behalf of charitable organizations.

Employees shall not engage in any vandalism of District technology. Vandalism includes uploading, downloading or creating computer viruses and/or any malicious attempt to harm or destroy district equipment or materials or the data of any other user.

Employees shall not install software on District Technology except as authorized. Authorized software installations includes updates to installed applications, operating system updates and device drivers. Also authorized are application software intended to support the educational goals of the District.

Unauthorized software is software that poses a network security threat, software intended to circumvent established district policy or procedure, and software that degrades the performance of a district device and/(or) District technology systems. Employees should use established Information and Technology Department procedures to request installation or maintenance of District owned or provided devices.

Employees should understand that the public meeting provisions of the Brown Act cannot be circumvented through email or network conferencing.

V. FILTERS AND OTHER INTERNET PROTECTION MEASURES

In compliance with the Children's Internet Protection Act, 47 U.S.C. 254, the Director of IT or designee shall ensure that all District computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced.

The District may, at any time, without prior notice, install technology protection and/or filtering measures deemed necessary by District management.

VI. USE OF PERSONAL TECHNOLOGY AND PERSONALLY OWNED DEVICES

If an employee receives permission to access the District network, District electronically stored information, District electronic mail and message, and/or any other District Technology from his/her Personal Technology, the employee must abide by all District policies when accessing District Technology. Employees have no right or expectation of privacy in District Technology, including, but not limited to, District email and messages, even if that technology is accessed using Personal Technology.

VII. CONSEQUENCES FOR VIOLATION

Employees are subject to discipline for violating District Policy, Administrative Regulation, state, local, and federal law. Any inappropriate use of District Technology may result in loss of access (including, but not limited to, restriction or revocation of use of District Technology) and discipline consistent with the law and District policy.

In addition, any conduct that could be criminal conduct will be reported to the appropriate law enforcement agency.

Employee Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Notification, BP 4040 - Employee

Use of Technology, and other applicable laws and district policies and regulations governing the use of District Technology. I understand that there is no expectation of privacy when using District Technology or when I utilize my Personal Technology to use or access District Technology. I further understand that any violation may result in the consequences identified in Section VII above.

I hereby release the District and its personnel from any and all claims and damages arising from my use of District Technology or from the failure of any technology protection measures employed by the District.

Name: _____ Position: _____
(Please print)

School/Work Site: _____

Signature: _____ Date: _____

Please note: Nothing in this notice and/or any District Policies or Regulations regarding the use of District technology is intended to limit the rights of the Association as the exclusive representative to communicate with its bargaining unit members by email where permitted under the Collective Bargaining Agreements and/or the Educational Employment Relations Act (California Government Code). Therefore "Official Association Communication" is permissible. "Official Association Communication" is communication prepared and sent by the Association President or his/her designee.

Policy SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

adopted: October 13, 2015 Santa Maria, California