

MEMORANDUM OF UNDERSTANDING (MOU)

Between Solana Beach School District (District) and Solana Beach Association of Support Professionals (SBASP) Regarding Reopening of School in a COVID-19 Pandemic Environment

The Solana Beach School District (District) and the Solana Beach Association of Support Professionals (SBASP) enter this Memorandum of Understanding regarding the District's plan to reopen schools for the 2020-21 school year. The District and the Association are referred to collectively herein as the Parties.

In March 2020, the Governor of California declared a California State of Emergency due to the COVID-19 virus pandemic and issued an executive order closing all schools in California to on-site attendance/instruction.

On June 29, 2020, SB 98, the education omnibus trailer bill to the 2020 Budget Act was signed into law and includes, but is not limited to, a requirement to offer in-person instruction and requirements for distance learning programs and hybrid (combination of in-person and distance learning models) for instruction.

On July 23, 2020, the SBSB Board took action to implement a plan to re-open schools for the 2020-21 school year. The District's plan is consistent with the State's direction to provide on-line instruction and shifting to an opportunity for students to transition to the hybrid/on-site model. The District will adhere to guidelines for re-opening established by the State and the San Diego County Department of Health and Human Services.

The parties agree that all provisions of the Collective Bargaining Agreement between the Solana Beach School District and the Solana Beach Association of Support Professionals remain in effect except, or in addition to, the following:

- During lunch supervision, staff will not be directed nor required to work within 6 feet of students and staff except during emergency situations.
- Both parties encourage and support unit members working from their classroom/workspace during the work day during school closure. The District reserves the right to require certain job classifications that cannot reasonably perform their functions remotely to work onsite during school closure.
- The parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19. If reasonable accommodations are not practicable, the District shall work with the unit member to develop a leave plan that endeavors to avoid exhausting the employee's earned leave where practically possible.

- Unit members, who reside with a relative(s) with a documented medical condition (other than age) at high risk for COVID-19, who apply for a transfer to a vacant, online position as per section 12.3 will be given consideration. In the event of a tie, as defined by section 12.3.4, priority will be given to these unit members.
- Both parties reaffirm the language of Article 18, SAFETY CONDITIONS OF EMPLOYMENT, and further agree to abide by the recommendations of State/County health guidelines as well as the additional adopted guidelines of the SBSB Governing Board.
- The parties agree that temporary adjustments to a unit member's starting work time will be made in mutual agreement with the supervisor and unit member. If mutual agreement cannot be reached, the temporary change will go into effect 48 hours from the time of notice.
- Both parties agree to waive the timelines associated with Section 12.4.
- Both parties agree to waive the timelines associated with Section 13.5.
- The parties agree that when employees are temporarily re-classified to another job classification, the District will provide appropriate training and appropriate safety/PPE.

This MOU is a non-precedent setting and resolves the currently known negotiable effects of the District's reopening plan due to the Coronavirus (COVID-19) pandemic. This MOU shall expire on June 30, 2021.

All components of the current Collective Bargaining Agreement between SBSB and SBASP not specifically addressed by the terms of this MOU shall remain in full effect.

City of San Jose 8/27/2020
 For SBSB Date

Lydia A. Nofle 8/28/2020
 For SBASP Date