MEMORANDUM OF UNDERSTANDING ABOUT

COVID-19 PANDEMIC AND REOPENING OF THE SCHOOL YEAR 2020/2021 AUGUST 6, 2020

This memorandum is agreed between Pajaro Valley Unified School District ("District") and the California School Employees Association and its Pajaro Valley Chapter 132 (together "CSEA") concerning the impacts and effects of resumed District operations under post-COVID-19 conditions.

The District and CSEA 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 epidemic.

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

Safety

- ☐ The District shall follow health guidelines and orders, including but not limited to:
 - Maintaining appropriate changes to physical layout to maintain physical distancing:
 - One-way hallways;
 - Barriers for food service;
 - and Limits on number of students in classrooms or other spaces
 - The provision of many handwashing locations (soap and water or sanitizer) and sanitize as necessary.
 - The provision of necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).
- ☐ The District agrees to maintain physical distancing standards in school facilities and vehicles, including but not limited to implementing plans incorporating the following components:
 - Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet of distance between individuals, or current CDC recommended distance.
 - To the extent possible, and as recommended by the CDC, attempt to create smaller student and educator cohorts to minimize the mixing of student groups throughout the day.
 - In a circumstance where sufficient physical distancing is difficult or impossible, such as when students enter or exit a school bus in proximity to the bus driver, all

individuals, including staff and students, must wear face coverings that cover the mouth and nose consistent with public health guidance. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread when physical distancing is not feasible.

The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.
The District shall implement a plan for ongoing supply of protective equipment.
The District shall purchase a sufficient number of no-touch thermal scan thermometers or infrared scanners for symptom screenings.
The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH guidance.
The District shall ensure sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, trash cans and paper towels.
The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:
 □ For staff engaged in symptom screening: ■ Surgical masks, face shields and disposable gloves □ For front office and food service staff: ■ Face coverings and disposable gloves □ For custodial staff: Surface cleaning ■ Masks, gloves appropriate for all cleaning and disinfecting □ Deep cleaning and disinfecting ■ Appropriate PPE for COVID-19 disinfection (such as disposable gown, gloves, eye protection, and masks) as required by EPA product instructions and Cal OSHA guidelines
 The District agrees to develop a plan that ensures physical distancing among staff in their work environment to reduce the spread of virus which includes: Avoiding the direction of staff congregation in work environments, break rooms, staff rooms, and bathrooms.
 Avoiding the direction of grouping staff together for training or staff development.

Virtual training and distancing measures shall be considered.

- In accordance with Cal/OSHA regulations and guidance, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible.
- Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet between employees and students.
- If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces.

The District shall make available to all bargaining unit employees any protective gear necessary to complete assigned tasks. If required protective equipment is not available, the employee can initiate a conversation with the supervisor to discuss safety data sheets as needed.
The District shall require face covering for every person on site, including students and visitors, in accordance with State health guidelines and orders.
The District shall enforce appropriate limitations on access to school sites, including screening of students, limits on non-student, non-employee access, and safe arrangements for student drop-off and pickup.
The District shall establish and maintain routine disinfection schedule in accordance with State guidelines and orders. "Disinfection schedule" is defined as a plan for keeping school facilities at high level of cleanliness, particularly disinfecting high-touch surfaces.
The District shall follow Cal Dept. Of Education, Center for Disease Control (CDC) and California Department of Public Health, Santa Cruz County Health Services Agency guidance documents for school reopening.
The District shall notify CSEA of any new guidelines from OSHA, Cal/OSHA, or local health authorities and shall negotiate the effects of implementing those guidelines.
The District agrees to temporary closure (full or partial) and disinfection of site upon learning that infected persons were present at a school site when approved by Santa Cruz County Health Services Agency.
The District agrees that re-closure of schools shall be based on reliable, measurable data, and that the data shall be made available to CSEA upon request when approved by Santa Cruz County Health Services Agency.
The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis and agrees to make updates accessible to employees and parents.
The District agrees to adopt the CDE recommendations as to access by parents, students and other persons not on school staff, which state, at a minimum, face coverings should be worn:

- While waiting to enter the school campus
- While on school grounds (except when eating or drinking)
- While leaving school
- While on a school bus/vehicle (except for students with special needs)

☐ The District will:

- Exclude any student, parent, caregiver, visitor, or staff showing symptoms of COVID-19 (reference CDC and CDPH guidelines for COVID-19 symptoms). Staff should discuss with the parent or caregiver and refer to the student's health history form or emergency card to identify whether the student has a history of allergies, which would not be a reason to exclude.
- Monitor staff and students throughout the day for signs of illness. Determine any special or unique needs for students with disabilities related to planned district or schoolwide procedures.

Students—Entering Campuses

- Active Screening. Engage in symptom screening as students enter campus and buses, consistent with public health guidance, which includes visual wellness checks and temperature checks with no-touch thermometers (check temperature to ensure temperatures below 100.4 degrees Fahrenheit), and ask all students about COVID-19 symptoms within the last 24 hours and whether anyone in their home has had COVID-19 symptoms or a positive test.
- Only no touch thermometers or infrared scanners will be used to take temperatures and screeners will be provided PPE such as gowns, gloves, mask, and face shield/eye protection.
- Thermometers must be properly cleaned with an alcohol pad after each use.
- All students must wash or sanitize hands as they enter campuses and buses.
- Provide supervised, sufficient points of access to avoid larger gatherings.
- If a student is symptomatic while entering campus or during the school day:
 - Students who develop symptoms of illness while at school should be separated from others right away, preferably isolated in an area through which others do not enter or pass. If more than one student is in an isolation area, ensure physical distancing.
 - Any students exhibiting symptoms should be required to immediately wear a face covering and wait in an isolation area until they can be transported home or to a health care facility by a parent, guardian or authorized adult.
 - The District shall identify an isolation area at each site prior to students returning to campus. Supervision of these students by Health Care Assistants and site School Nurses.
- Follow established guidelines for triaging students in the health office, recognizing not all symptoms are COVID-19 related.

- Advise parents of sick students that students are not to return until they have met CDC criteria to discontinue home isolation.
- Develop a plan for if students are symptomatic when boarding the bus.
- Protect and support students who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk by providing options such as virtual learning or independent study.

☐ Reporting Unsafe Conditions

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. When voluntary identification has been made, the supervisor shall, within two (2) working days, respond in writing to the employee to the extent permitted by law, with simultaneous copy to CSEA President and the Superintendent, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

All employees shall notify their supervisor, without fear of retaliation, if they consider the work to be unsafe. The supervisor and employee will work to find a potential resolution such as identifying alternate work or working under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s). If there is no resolution, the employee and/or CSEA has the right to appeal to the Chief Business Official or Assistant Superintendent of Human Resources.

☐ Outside Visitors and Groups

Limit access to campus for parents and other visitors.

Evaluate whether and to what extent external community organizations can safely utilize the site and campus resources. Ensure external community organizations that use the facilities also follow the school's health and safety plans and CDPH guidance.

Review facility use agreements and establish common facility protocols for all users of the facility.

Establish protocol for accepting deliveries safely.

☐ Charter School Co-locations

Update facility use agreements to address unique circumstances during the COVID-19 crisis, ensuring that organizations that are using the same facility have agreed to the same understandings about how to reopen in a healthy and safe way. Establish a protocol for

responding to site concerns regarding health and safety issues that arise during the pandemic that is collaborative and meets the needs of all stakeholders.

☐ Buses/Transportation

District agrees to develop and maintain a maximum of 50% capacity seating plan for students of each vehicle while meeting six-foot physical distancing objectives.

The District agrees to:

- Ensure that drivers have access to surplus masks to provide to students who do not have one.
- Where students have been found to have a temperature at or above 100.4 degrees, student will not be allowed on the bus. Students must not be left at the bus stop. Driver will contact the dispatcher who will contact parent, guardian, or authorized adult, if not present, to take the student home from the stop. Driver will wait for direction from the transportation department.
- Ensure buses have adequate staffing to engage in symptom screenings and physical distancing while the bus is in motion, with proper PPE such as gowns, gloves, masks, and face shields/eye protection.
- Instruct students and parents to maintain six-feet distancing at bus stops and while loading and unloading.

☐ Food and Nutrition Services

The District agrees to develop strategies to limit physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use).

The District agrees to install physical barriers, such as sneeze guards and partitions at POS and other areas where maintaining physical distance of six feet is difficult.

The District agrees to modify Food Service operations in accordance with CDC recommendations for restaurants.

Link: https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/schools.html

☐ Food Service (CDE Guidance)

The District agrees to:

- Teach and reinforce handwashing and use of a cloth face covering by employees when near other employees or students.
- Have adequate supplies for both employees and students including soap, hand sanitizer,
 and tissues.
- Post signs on how to stop the spread of COVID-19.

- Update standard operating procedures for sanitation of school kitchens, cafeterias, food warehouses, and central production kitchens.
- Train all employees on health and safety protocols, including correct application of sanitizers and maintaining physical distancing.
- Clean and disinfect surfaces frequently touched by students during meal service, including tables, chairs, carts used in transportation, and point-of-service touch pads. Use timers for cleaning reminders.
- Ensure gloves, masks, aprons, and other supplies are readily available.
- Promote fresh healthy menu options that are individually plated meals and pre-portioned and prewrapped produce.
- Use disposable trays and wrap cold items in plastic and hot food with foil.
- Consider how workstations can be reorganized for proper physical distancing during meal preparation and meal service.
- Adjust employee shifts to minimize number of staff in the kitchen.
- Assess whether to serve meals in the classroom in identified areas or cafeteria or to use outdoor seating.
- Encourage physical distancing through increased spacing, small groups, and limited mixing between groups, if feasible. Stagger mealtimes to allow for cleaning between meal services and to serve students in smaller groups.
- Provide at least six feet of physical distancing between groups or tables by increasing table spacing, removing tables, marking tables as closed, or providing a physical barrier between tables.
- Provide physical guides, such as tape on floors or sidewalks and signage on walls to
 ensure that students remain at least six feet apart in lines or while waiting for seating.
- Remove or suspend use of share tables and self-service buffets for food and condiments.
- Consider having staff wear masks and gloves while using point of service (POS) at non-CEP schools touch pads, replace touch pads with a scanner, or have hand sanitizer available.
- Install physical barriers, such as sneeze guards and partitions, at POS and other areas where maintaining physical distance of six feet is difficult.
- Consider increasing access points for providing meal service.
- Ensure cleaning of every table between groups of students or meal service times.
- Offer grab-and-go student meals for consumption at home, including drive-through, , or curbside pick-up options.
- Notify parents and the school community about school meal service and options.
- Use a variety of communication methods such as social media, newsletters, and school websites.

☐ Training on Hygiene

The District agrees to follow the CDE's hygiene training recommendations, which state:

The District Plan to address hygiene practices (PDF) to ensure personal health and safety in school facilities and vehicles.

- In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, develop a plan for handwashing that includes:
 - Providing opportunities for students and staff to meet handwashing frequency guidance.
 - Ensuring sufficient access to handwashing or hand sanitizer stations. Consider portable handwashing stations throughout a site and near classrooms to minimize movement and congregations in bathrooms to the extent possible.
- Ensuring fragrance-free hand sanitizer (with a minimum of 70 percent ethyl alcohol) is available and supervised at or near all workstations, vehicles and on buses. Children under age nine should use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222. Note: frequent handwashing is more effective than the use of hand sanitizers.
- Train staff and students on proper handwashing techniques and PPE/EPG use, including the following:
 - Scrub with soap using warm or cold for at least 20 seconds or use hand sanitizer if soap and water are not accessible. Staff and students should use paper towels to dry hands thoroughly.
 - Wash hands when: arriving and leaving home; arriving at and leaving school; after playing outside; after having close contact with others; after using shared surfaces or tools; before and after using restroom; after blowing nose, coughing, and sneezing; and before and after eating and preparing foods.
 - CDC guidance on proper PPE use.

Teach staff and students to:

- Use tissue to wipe the nose and cough and sneeze inside the tissue.
- Not touch the face or face covering.

Training and information should be provided to staff and students on proper use, removal, and washing of cloth face coverings [using information on CDC website].

Screening of Bargaining Unit Staff

The District agrees to maintain specific plans for health screenings and clear standards in accordance with CDC and local health officials guidelines. The District agrees to monitor staff and students throughout the day for signs of illness; send home staff and students in accordance with local health official and CDC recommendations.

Staff will be required to self-screen before leaving for work (check temperature to ensure temperature is below 100.4 degrees Fahrenheit, check for symptoms outlined by public health official) and stay home if they have symptoms consistent with COVID-19, have had close contact with a person diagnosed with COVID-19 or receive a positive COVID-19 test result and should contact their supervisor immediately.

Staff will be required to complete a symptom check before the beginning of their work shift (either through an application or paper format) to confirm that they are symptom free and that they have not been exposed to COVID-19 in the past 10 days based on CDC recognized COVID-19 symptoms, including but not limited to:

- Exposure to COVID-19 in the past 10 days
- Temperature of 100.4 degrees Fahrenheit or higher
- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

The parties agree no employee discipline may occur related to screenings unless the employee intentionally falsified information, answers for another employee, or refuses to complete the screening. Safety screenings and any necessary health examinations are strictly limited to COVID-19 and shall not be used to inquire into other health conditions.

For the screening process, District agrees to maintain parity between all PVUSD staff. Once negotiations are completed, if there is not parity, CSEA reserves the right to renegotiate this section.

Testing and Tracing

The District shall provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19.
The District shall notify bargaining unit employees who have been exposed to COVID-19 at work.
The District shall notify CSEA of bargaining unit member exposure to COVID-19. The District shall provide COVID-19 testing at no expense to bargaining unit employees where potential exposure has occurred, as testing capacity permits and when testing materials are available, following CDPH guidelines.
CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
Temperature taking duties shall first be offered to bargaining unit members on a voluntary basis. Participating bargaining unit members shall be trained in screening technique prior to screening.

Leave

☐ Workers' Compensation

District shall adhere to current laws governing workers' compensation claims as they relate to the COVID-19 pandemic.

☐ COVID-19 Related Leaves

In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus or wishes to self-quarantine for reasonable cause (i.e. family members who are uniquely vulnerable), the employee may use available leaves without fear of reprisal.

HR 6201: The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Specifically, HR 6201 provides as follows, effective 4/1/20:

- a. 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee's regular rate of pay (up to \$511 per day or \$5,110 in total) if:
 - i. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - ii. The employee has been advised by a health care provider to selfquarantine because of COVID-19; or
 - iii. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
- b.80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day or \$2,000 total if:
 - i. The employee is caring for an individual subject to an order or advised to self-isolate;
 - ii. The employee is caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; (Through the interactive process, the District and employee will work collaboratively to achieve flexibility. Intermittent FMLA leave for childcare may be approved at the discretion of the District)
 - iii. The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

The parties recognize that such leave as provided by HR 6201 shall be available to all eligible District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

The parties agree that unit members may use any other forms of paid leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

Any employee who reports to work but is sent home by the County Health Official or District Superintendent/designee, due to coronavirus screening and monitoring (e.g. high temperature or other symptoms of COVID-19) will be placed on paid administrative leave until doctor's clearance to return to work is submitted by the employee, not to exceed 3 days. Any days in excess of three business days will be deducted from the appropriate employee leave bank. Due to COVID-19 screening (e.g. high temperature or other symptoms of COVID-19) management/supervisor, in consultation with designated reopening COVID-19 School Nurse, may place an employee on paid administrative leave until doctor's clearance to return to work is submitted by the employee, not to exceed 3 days.

Example: Employee arrives to work on Friday, and is sent home by the District Friday morning, day one of the three days begins on Monday (excluding holidays.)

- □ Pay during COVID-19 related closures or curtailments: If District facilities are closed, and/or any District operations are curtailed due to COVID-19, unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment provided they are available to work and report to work as directed. Employees will not be required to use paid sick leave, vacation or other forms of paid time off during closures provided they are available to work and report to work as directed.
- □ CSEA support for full funding: CSEA 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.

Accommodation

☐ The District agrees to initiate the interactive process for employees whose physician designates them as "high risk" or "vulnerable" as related to exposure to COVID-19 on a case by case basis.

Transportation - Bidding for Fall 2020

School Bus Drivers will retain their hours from the Spring 2020 semester for the Fall 2020 semester. Drivers who were assigned a Special Education route in Spring 2020 will continue to be assigned to the same route, and a current School Bus Driver will ride along on the route. The School Bus Driver that rides along will be selected in reverse order of seniority matching the hours as closely as possible.

Return Personnel

☐ The District and CSEA agree that CSEA bargaining-unit employees are expected to return to the identified physical worksite according to their work calendar. Worksite/location will be communicated by individual departments.

☐ In situations where employees are working remotely, the District agrees to give 48-hours' notice prior to requesting an employee report back to their site.

Workload and Staffing Ratios

The District and CSEA agree to address anticipated increased workload concerns to accommodate CDC guidelines and recommendations (e.g. installation of barriers and partitions, added cleaning schedule).

- Employees will be provided an opportunity to give direct feedback to their supervisor daily regarding workload concerns.
- When all supportive measures have been exhausted, and before discipline is issued, the District, in consultation with the CSEA President/designee, will review the employee's feedback and the supervisor's direction to determine next steps.

Duties

The District shall maintain specific plans on how to follow CDC and County Office
guidelines with current staffing levels or added positions.

- ☐ The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.
- The District will take into consideration any physical limitations and preference of the employee.

Examples of additional duties that may be required include but are not limited to:

- Instructional Assistant and Behavior Technician positions being asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards, take screening temperature checks of students. Instructional positions being asked to help maintain supervision of students, in conjunction with site administration, during "Safe Space" time. "Safe Space" is defined as specific times in the day where students who are unable to access internet, students of vulnerable populations, and non-participating students identified during the interactive dialogue process are on campus. Prepare and organize classroom space for student return.
- Receptionist, Administrative Assistant and clerical support being asked to help wipe and disinfect office spaces as needed.
- Any CSEA bargaining unit position being asked to help with distribution of lunch and/or other meals for students.

- Transportation staff being asked and assigned to ride along on a route to maintain physical distancing of students at stops and on the bus, take temperatures and perform wellness checks, according to current guidelines; monitor duties would exclude IEP driven assignments; or support Food and Nutrition Services.
- Health Care Assistant positions being asked to help update student emergency cards, engage with students and parents in the interactive dialogue process to promote participation of students, assist office staff with clerical duties such as answering phones and greeting visitors, inventory and ordering of PPE, be trained by the County Department of Health to perform contact tracing; and being asked to help wipe and disinfect spaces as needed.
- Campus Safety & Security Officer positions being asked to help assist monitoring and securing school sites during community food distribution and distance learning. Maintain supervision of students, in conjunction with site administration, during "Safe Space" time. "Safe Space" is defined as specific times in the day where students who are unable to access internet, students of vulnerable populations, such as homeless and foster youth, and non-participating students identified during the interactive dialogue process are on campus.
- Library Media Technician positions being asked to engage with students through distance learning with efforts such as check out e-books, set up story time, or virtual book studies.

The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. Prior to the implementation of the Safe Spaces program, the District and CSEA agree to negotiate the impacts and effects of the program. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.

- ☐ The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:
 - Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations.
 - For staff who use hazardous chemicals for cleaning, specialized training is required.
 - Proper use of PPE.
 - Physical distancing of staff and students.
 - Symptom screening, including temperature checks.
 - Updates to the Injury and Illness Prevention Plan (IIPP).
 - State and local health standards/recommendations.

Duration of Agreement: This agreement shall remain in effect through June 30, 2021.

Grievance Procedure: Disagreements arising from the enforcement of this agreement shall be referenced to the grievance procedure outlined in the collective bargaining agreement.

Compliance with further governmental orders: The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees, and will bargain as needed over the effects of such further directives.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on August 6, 2020. FOR THE DISTRICT FOR CSEA Michelle Rodriguez Leticia Oropeza, Chapter 132 President