

**MEMORANDUM OF UNDERSTANDING BETWEEN AROMAS-SAN JUAN UNIFIED
SCHOOL DISTRICT**

AND AROMAS-SAN JUAN FEDERATION OF CLASSIFIED EMPLOYEES

(AFT Local 4830)

**REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE
2020-2021 SCHOOL YEAR**

The Aromas San Juan Unified School District ("District") and the Aromas San Juan Federation of Classified Employees ("Federation"), Jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the opening of schools during the 2020-2021 school year.

The Parties recognize that COVID-19 represents unique challenges which require creativity, flexibility, and understanding. The Parties agree that their first priority is to maintain the health and safety of all stakeholders, while providing our students the best quality education possible.

The Parties agree to the following:

TERMS OF COLLECTIVE BARGAINING AGREEMENT

1. Unless otherwise noted below, all terms of the current CBA shall remain unchanged and in full force and effect.

ADHERENCE TO HEALTH GUIDELINES AND ORDERS

2. The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), California Department of Industrial Relations Division of Occupational Safety and Health ("Cal-OSHA"), and the San Benito County Public Health Department ("Public Health Guidance Directive"), as the minimum level of protection offered to Unit Members, students, and their families.

3. Where there is a conflict between the various public health guidelines, the District shall adhere to the most restrictive guidelines or orders to minimize potential health and safety risks. The Parties agree to meet as soon as reasonably possible to negotiate the impact and effects of any revisions or updates to the above-mentioned guidelines.

DECISION TO OPEN/CLOSE SCHOOLS AND TO CHANGE THE STUDENT INSTRUCTION DELIVERY MODEL

4. The District reserves the right to make the decision to open, close, or reopen District schools or classrooms, in accordance with State and County Public Health orders and guidelines. As soon as the District believes they may meet the criteria to reopen schools, or in the event the District decides to submit a waiver request, the District shall collaborate with the Federation through a virtual meeting to discuss concerns and answer questions prior to reopening of school.

5. Unit Members may return to in-person/physical schooling if all of the safety requirements of this MOU and Public Health guidelines are in place prior to the return.

COMMUNICATION

6. The Federation President or their designee shall be a voting member of the District Reopening Committee.

7. The District agrees to collaborate with the Federation President or the President's designee in all local decision-making efforts regarding Health and Safety measures to mitigate the effects of COVID-19 that impact Unit Members prior to implementation. If bargaining is necessary, the parties will meet as soon as possible.

8. The District shall include Federation Representatives in site-wide communications from principals and District-wide communications in the effort to support consistent information to all Unit Members.

9. When working remotely, it is the responsibility of each Unit Member to be working and available during their regular work hours to receive and respond to District communications.

10. The immediate supervisor shall provide a communication plan to Unit Members that includes who to contact in the event a Unit Member has technical issues, or other concerns that may prevent timely communication or interfere with the performance of their job duties during distance learning.

11. Upon notification that an employee has been infected with COVID-19, the District shall follow State and Local protocols. All persons who may have come in contact with the infected individual shall be notified by the Public Health Department. The District shall notify the Federation President within one business day, maintaining confidentiality, of the identity of the person or persons.

12. The District shall clearly communicate District protocols.

HEALTH AND SAFETY (General Provisions)

Unsafe Working Conditions

13. In the interest of protecting community and workplace health, any Unit Member shall report unsafe conditions in the working environment to their immediate supervisor. If safety is of immediate concern, the member shall be given an alternative task. All other unsafe conditions shall be reported in writing to the immediate supervisor. The supervisor shall respond in writing to the employee as soon as practicable.

14. Unit Members shall agree to comply with all Health Directives issued by the District.

Public Access to District Campuses

15. So long as required by Health Directives or District Mandate, 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 individual entering campus must comply with District safety protocols. Any student, parent, caregiver, or approved visitors, showing symptoms of COVID-19 will be excluded from District campuses.

Staff Symptom Screening

16. The District adopts the following guidelines for Unit Members when entering District school sites:

- a. 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. This includes considering whether Unit Members have experienced any symptoms, including: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell, and gastrointestinal symptoms like nausea, vomiting, or diarrhea.
- b. When Unit Members enter worksites, the District shall 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.
- c. 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 and Human Resources of their absence in accordance with usual procedures, and seek medical care as appropriate/if applicable. Unit Members must notify Human Resources if experiencing a COVID-related absence so questions can be answered. HR can help with leave information while also ensuring the safety of others. (As defined by the CDC, 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.) This shall also apply when both parties are wearing facial coverings.

- d. Unit Members shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions. Unit Members who are quarantined by the public health department shall not return to work until cleared by the public health department. Unit Members who are expected to receive or support symptomatic students shall be trained in the appropriate areas of the District's Covid Prevention Program (CPP).

Contact Tracing

17. The District will work with the San Benito County Public Health Officer 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.

18. Unit Members shall cooperate with contact tracing as requested by the San Benito County Public Health Department and the District. Unit Members should know their closest contacts. As defined by the CDC, 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. This should apply even when both parties are wearing facial coverings.

Face Covering Requirements

19. Face coverings are required to be worn properly at all times by all individuals on a school campus indoors or outdoors, except when Unit Members are in their own private work areas with no one else present, and while individuals are eating lunch. This applies to all staff, all students, all administrators, and any visitors on campus and follows local public health guidelines. The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.

20. Face coverings shall not be required for staff if there is a medical or behavioral

contraindication verified in writing from a medical professional or behavioral specialist or as otherwise specified in the CDPH Guidance on the Use of Face Coverings.

Other PPE

21. The District shall provide Personal Protective Equipment ("PPE") (masks, gloves, face shields, etc.), cleaning equipment (including proper chemicals at the strengths needed to disinfect or kill the COVID-19 virus, hand sanitizer, soap, hand washing stations), and touchless thermometer scanners (or similar) on an ongoing basis so that staff are always able to obtain and use appropriate equipment without delay.

22. The District shall assign proper PPE for each type of work assignment (e.g., if screening persons for symptoms, a face shield, mask, and gloves, or if using disinfection chemicals, eye protection and respirator), parameters of use (E.g., how many times a mask may be used), and training for proper use of masks, gloves, etc.

23. Paras who provide diapering, toileting, or hygiene support shall be provided covering for their clothing, such as disposable gowns and an appropriate (i.e. SDC setting) mask that adheres to State and local guidelines if requested.

Physical Distancing

24. The parties recognize that guidance on physical distances may change, and agree that the strictest guidance available regarding physical distancing shall be maintained between Unit Members and those with whom they interact, both adults and students. For any unique exceptions, the Unit Member may consult with their immediate supervisor to ensure additional safety measures are taken. The District shall ensure minimum physical distancing between all student workspaces, between all unit member and student workspaces, and between all employee workspaces.

25. Classrooms Facilities: To ensure social distancing in classrooms and school site facilities where students are present, such areas shall be reconfigured to encourage and maintain strictest guidance available regarding physical distancing between Unit Members and students.

26. In situations where minimum physical distancing requirement is insufficient to provide necessary support, effective safety devices shall be used such as plexiglass barriers and/or face shields, and appropriate mask that adheres to State and local guidelines. Time spent in proximity of less than recommended physical distancing between individuals shall be minimized to the extent possible and strictly limited to no more than that recommended by the most restrictive public health recommendation at the time.

27. The District shall also endeavor, as practicable, to structure movement through buildings in only one direction.

28. In-person meetings shall be eliminated during the pandemic (including but not limited to, staff meetings, professional development, committee meetings, staff gatherings). All meetings shall be held virtually.

29. Unit Members shall agree to avoid congregating on campus.

COVID-19 Testing

30. The Parties acknowledge that Unit Members covered under District provided Medical coverage have access to free COVID-19 testing. For those who are not covered, can refer to the County Public Health Department for a listing of free testing centers.

Ventilation

31. The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

32. The District shall ensure proper ventilation that maximizes central air filtration for heating, ventilation, and air conditioning (HVAC) systems with the highest targeted filter rating available for the HVAC, and ensure filters are changed at least as frequently as the recommended schedule. Filter changes will be logged and be available through the Site Administrator for Unit Member review. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.

33. If an individual tests positive for COVID-19, the District will pull the HVAC filters from the exposed area and follow Public Health Guidelines. The District will also notify the Federation President of this action while maintaining employee privacy.

34. When possible and weather permitting, Unit Members shall be allowed to work outdoors, including while working with students.

Workplace Cleanliness

35. The District shall comply with the following hand washing requirements:

- a. Every room with a sink shall be stocked with soap, hand sanitizer, and no touch hand drying equipment.
- b. Every classroom shall be provided hand sanitizer.
- c. Non-classroom workspaces and common spaces shall be provided hand sanitizer.
- d. Hand sanitizer shall be provided at each entrance and exit point on a school campus.
- e. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that staff or students are on campus. Unit members shall wipe down desks, chairs and other items they touch with provided disinfectant after use.

36. The District shall ensure that all classrooms, restrooms, and Unit Member workspaces are cleaned and disinfected daily. Any space where diapering, toileting, or hygiene support takes place shall be cleaned and disinfected throughout the day by custodial staff. Cleaning dates and times will be logged and kept in a highly visible place for Unit Member review.

37. Unit Members shall be responsible for ensuring they clean all items used in their personal work space and communal spaces and are permitted to do so during their work hours.

38. The District reserves the right to require Unit Members to remove personal property if it poses a health risk.

Mental Health Support

39. The District will send out a communication to all Unit Members, at least once each semester, informing them of their access to the Employee Assistance Program, and instruct them how to access the benefits. This may include any or all of the following: flyers, brochures, emails, texts.

Health and Safety: Buses and other District Vehicles that transport students

40. Vehicles shall be disinfected prior to each boarding.

41. Health screening shall be performed prior to each boarding.

42. The District and Drivers shall create a written protocol for what Unit Members do if students are exhibiting symptoms at pickup locations off campus.

43. Unit Members who drive or ride in vehicles with others shall be provided masks, face shields, and maintain 6 ft of distance between themselves and others while riding.

44. Hand sanitizer, disinfectant wipes, and other cleaning supplies shall be available on the vehicles at all times and easily accessible for any adult on the bus.

45. Windows shall remain open during transportation, weather permitting.

46. The District shall calculate the maximum capacity for each District vehicle for maintaining physical distance requirements. The capacity shall be posted in the vehicle prior to the start of transporting students.

Health and Safety: Office Staff and Payroll Specialist

47. Unit Members working in high traffic areas, such as site offices, shall be provided masks and necessary PPE.

48. Plexiglass barriers will be provided to separate the desk areas from the public areas and between work areas where two or more Unit Members work together.

49. Unit Members who are expected to support symptomatic students shall have access to disposal gowns to cover their clothing., gloves, hand sanitizer, sanitation wipes, no-touch thermometers, and any other PPE necessary for high-level protection, such as N95 masks upon request.

Health and Safety: Library

50. The District shall ensure minimum physical distancing that follows the strictest guidance available between all students/student workspaces, between all Unit Members and students/student workspaces, and between all employees/employee workspaces.

51. The District shall calculate the maximum capacity of the library for maintaining physical distance requirements. The capacity for the library space shall be posted prior to the start of in-person learning.

52. All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.

53. Where appropriate, plexiglass barriers shall be installed.

54. Computers, books, and other library equipment used by students shall be disinfected between each use by a custodian.

Health and Safety: Custodial

55. Custodians shall be given coveralls, masks adheres to State and local guidelines, along with other PPE to use while performing their duties.

56. Unit Members shall be trained, or if already trained, reminded of and updated on protocols for staying safe while disinfecting and deep cleaning.

57. While cleaning, doors and windows should remain open, weather permitting.

58. If additional hours are needed for custodial services, given the demand of pandemic conditions, they shall be offered in order of seniority.

Health and Safety: Providing Support in the Community/Making Deliveries

59. Prior to Unit Members visiting families' homes, businesses, or other organizations, the Unit Members may request and shall receive additional PPE and hand sanitizer to use while in the field. Prior to a visit, the District shall provide notification to the community member of the following:

- a. Safety protocols including mask wearing and social distancing
- b. Request to meet outdoors whenever possible to limit exposure
- c. And in the event of a Unit Member delivering materials to a home, there shall be an attempt to limit interaction, which may include leaving deliveries on the doorstep

HOURS AND LOCATION OF EMPLOYMENT

60. Unit Members who are engaged in distance learning are expected to be working and available during their regular work hours.

61. Unit Members who can perform their duties remotely during distance learning shall be permitted to either work at their worksite or at home while their worksite is closed to students and the District's distance learning plan is being implemented. However, if the District either physically opens for in-person instruction or determines that instructional needs require on-site work, or the District determines that the Unit Member is not satisfactorily meeting requirements of the Distance Learning Plan, the District may require the Unit Member to work on site. If a Unit Member is required to work onsite, the Federation President or designee will be informed and invited into any disciplinary conversations that may occur. A reasonable and immediate effort will be made to rectify any unsatisfactory practices before the Unit Member is required to return to their work site. The District's decision to require the Unit Member to work onsite will not be grievable as long as health and safety guidelines and protocols are followed.

62. Unit Members may bring their children to work if they have no alternative childcare. A unit member will be responsible for overseeing and maintaining a quiet learning environment for students and staff.

- a. The unit member will work with their immediate supervisor to arrange a plan.

DUTIES

63. The Parties acknowledge that the California Education Code 45101 (a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature of the current conditions, the Parties recognize that some Federation bargaining unit positions may be asked to perform duties not currently contained within their current job descriptions. Considerations will be made for those who have a higher-level health and safety risk. Unit Members shall be provided PPE and training for any duties that do not fall within the scope of their set duties. Some examples of possible alternative duties are:

- a. Para-Educators being asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards.
- b. Clerical, and/or paraeducators being required to perform temperature checks on students, staff, or visitors.
- c. Any Federation bargaining Unit Member being required to help with distribution of lunch and/or other meals for students or supervising children in a learning environment.
- d. The Parties agree this is a temporary solution to a current need and shall not be considered a waiver of the Federation's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party.

64. Unit members shall only interact in-person with students in no more than three (3) classroom cohorts in the same workday in order to minimize their potential exposure to COVID-19.

EVALUATIONS

65. Prior to evaluations taking place for those working within the distance learning context, the Parties shall meet to discuss the process and expectations as they pertain to the online performance of tasks. These expectations shall be reduced to writing and distributed to anyone who will undergo an evaluation within the distance learning context. As applicable, Unit Members must provide evaluators access to virtual learning settings and all relevant electronic communication so that the evaluator can conduct a comprehensive evaluation.

LEAVES OF ABSENCE

66. If it is not feasible for a unit member to work from home during a period of in-person absence, the District will first apply paid sick leave provided by SB 95 as follows:

- 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 and \$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 self-quarantine because of COVID-19;
 - iii. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19;
 - iv. The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work;
 - v. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis;
 - vi. The employee is caring for an individual subject to an order or advised to self-isolate;
 - vii. The employee is caring for their own child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions; or
 - viii. The employee is experiencing substantially similar conditions to COVID-19 as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

67. Any Unit Member who reports to work but is sent home by the District for displaying symptoms of coronavirus, shall not see any loss of pay, leave, or benefits for that day.

68. Unit Members who may be at high-risk for COVID-19 exposure during the pandemic and who provide the appropriate medical documentation will be entitled to reasonable accommodations as required by State and/or Federal law, which may include an alternative workspace or working from home when feasible. 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.

69. Unit Members who have exhausted accrued sick leave may use extended sick leave.

AGREEMENT

70. The Parties agree that this MOU is not precedent setting.

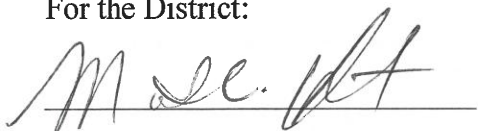
71. The Parties recognize that the COVID-19 pandemic is evolving and so is the

governmental response. The parties will comply with existing and further state of federal legislation or applicable orders and directives as they affect the terms and conditions of employment of bargaining unit employees.

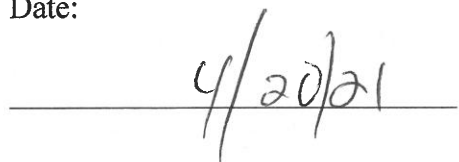
72. The Parties agree that they will reconvene to negotiate changes to this agreement if needed, or changes in Public Health orders that are in conflict with any provision of this agreement.

73. The Parties agree that this MOU shall expire on July 31, 2021.

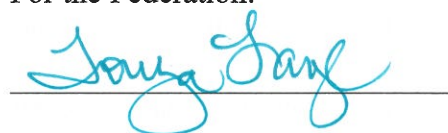
For the District:



Date:



For the Federation:



Date:

