

## **PAUSD response to Memorandum of Understanding (MOU) proposal from PAEA**

The intent of the development of a Memorandum of Understanding was to prepare for the potential of school closures related to COVID-19. Initial dialogue between representatives of both parties in August, 2021 considered the current information at that time related to conditions and status of the pandemic.

On September 1, 2021, CDPH released “COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year”. In that guidance was the following statement, *CDPH will continue to assess conditions on an ongoing basis, and will determine no later than November 1, 2021, whether to update mask requirements or recommendations.*

Based on this information and timeline, and in the interest of using our time most efficiently, PAUSD proposes to pause discussion of this MOU language until after the release of information from CDPH in November and then reconvene discussions and negotiate any impacts. In the interim, PAUSD shall continue to comply with all state and local requirements to protect the safety of our students, staff and community.

### **MEMORANDUM OF UNDERSTANDING BETWEEN PALO ALTO UNIFIED SCHOOL DISTRICT & PALO ALTO EDUCATORS ASSOCIATION**

COVID-19 Safety Consideration for in-person instruction for the start of the 2021-2022 school year.

As the State of California and local government officials provide information regarding the mitigation measures needed to reopen schools, the Parties recognize that there are negotiable effects of the plan to reopen District schools for the 2021-2022 school year.

For purposes of this Agreement, the Parties recognize the need to implement or increase health and safety measures that are in place when the District transitions from a hybrid learning instructional model used at the end of the 2020-2021 school year to full in-person instruction for the 2021-2022 school year. For purposes of this Agreement, the Parties agree that the following health and safety measures shall be implemented throughout the District

school sites to ensure a safe opening of schools for PAEA unit members. The health and safety provisions of this Agreement are intended to include, update, and replace the health and safety measures agreed to by the Parties in the multiple MOUs during the 2020-21 School Year.

### **1. Local Conditions**

- a. Compliance with Local Orders. The District will follow State and County Orders that allow schools to physically reopen.
- b. Equipment Availability. The District will have sufficient protective equipment to comply with federal, state, and local public health guidance for students and staff appropriate for Association unit members.
- c. Availability of Disinfecting Supplies. The District will provide hand sanitizer, soap, and paper towels for each classroom or workspace in which an Association unit member works.
- d. COVID-19 Resources: The District will add to its COVID-19 webpage information about free local COVID-19 testing for employees and families and provide updates to that information as it becomes available. In addition, the District will add the Santa Clara County Public Health Department (SCCPHD) guidelines on COVID-19 to the webpage and update the webpage as new or updated guidelines become available. Reminders will be sent at least monthly to employees about this resource.
- e. The District shall adhere to all county, state, and CDC recommendations and requirements.
- f. Both parties recognize that state and county guidelines are constantly changing. The parties agree to meet and update this MOU as needed to address changing guidelines.

### **2. Addressing Positive COVID-19 Cases or Community Surges**

- a. Exposure to COVID-19: In accordance with guidance from state and local health officials, in the event a student, teacher, or other staff members, or a member of their household, tests positive for COVID-19 and has exposed others at the school, the District agrees to consult the local public health officials and follow the CDPH Guidelines for Schools related to quarantine.
- b. Communication
  - i. Upon notification that an employee or student has been infected with COVID-19, the District shall inform all bargaining unit members who may have been exposed or in close contact with the individual during the infectious period of their potential exposure in writing within one (1) workday of notification to the District of a positive student or staff case.
  - ii. A copy of such notice shall be provided to the PAEA President at the same time it is provided to the affected unit members.
  - iii. The District shall maintain a Public Dashboard that reports all instances of positive cases at all schools and worksites. The District's Dashboard shall be updated weekly of the District receiving confirmation of a positive test.
- c. Disinfection: Areas used by any person for whom the District has received notice that they tested positive for COVID-19 shall be disinfected by the District within

24 hours after exposure.

- d. The District shall provide to all bargaining unit members a clear plan for contact tracing and what will be shut down when positive cases happen on any site.
- e. Employee COVID Testing and Vaccination
  - i. The District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members with opportunities to access vaccines. Every attempt will be made to facilitate staff member vaccinations as soon as possible. If unit members must make an appointment during the contractual day, they will work with their site administrator on how to accommodate.
    - 1. Unit members who become ill as a result of being vaccinated may utilize existing state and federal leaves for vaccine-related side effects.
    - 2. Unit members may also get vaccinated during the workday during a prep time without penalty.
    - 3. Should a booster shot become available the above provisions shall apply.
  - ii. The District will continue the contract with Predicine or another provider to provide surveillance testing of employees every week and provide testing at any time to employees or students who have symptoms or have been exposed to COVID-19.
  - iii. The District shall encourage routine testing of students every week.
  - iv. Upon notification that a student or employee has tested positive for COVID- 19, the District will comply with the requirements of AB 85 and the CalOSHA guidelines, in addition to any other applicable state or local guidelines, to initiate contact tracing and notifying potentially exposed employees and students.
  - v. Additional testing guidelines for unvaccinated employees are in a separate “Employee COVID-19 testing for the 2021-22 School Year” MOU

### **3. School Site or District Closures**

- a. In the event that an entire school site or the entire district has to close down to in-person learning the District will implement Remote Learning Schedules.
- b. Learning Schedules:
  - i. Elementary will return to the negotiated Remote Learning Schedule from the 2020-21 school year or negotiate a new agreed-upon schedule.
  - ii. Secondary Remote Learning Schedule will mirror the current schedule.
  - iii. If the State or County provides additional guidance the parties agree to reconvene further schedule adjustments.

### **4. Return to Social Distancing Guidelines**

- a. In the event that the state, county, CalOSHA goes back to recommended social distancing:

- b. Elementary Schools: The District will implement the Hybrid Schedules negotiated for the 2020-21 school year or negotiate a new agreed-upon schedule.
  - i. Link to the Elementary Hybrid Schedule.
- c. Secondary Schools: A Hybrid Schedule will need to be negotiated.

## 5. Leave Provisions

- a. Leave for Quarantine or testing Positive COVID-19
  - i. Quarantine for Symptoms & testing
    - 1. In the event that an association member has symptoms and needs to test, they will be permitted to use any and all leaves to which they are entitled under state and federal law. In the absence of any legislation, the member will not have days deducted from the member's sick, personal, or extended illness leave.
  - ii. Quarantine for Positive COVID-19 Test
    - 1. In the event that an association unit member tests positive or has to quarantine due to exposure to COVID-19, the member will be permitted to use any and all leaves to which they are entitled under state and federal law. In the absence of any legislation, the member will not have days deducted from the member's sick, personal, or extended illness leave.
- b. Whole-Class Quarantine
  - i. In the event that an entire classroom or class period needs to quarantine, the class will continue remotely.
  - ii. Elementary classes will use the 2020-21 Remote learning schedule or a mutually agreed-upon schedule.
  - iii. Secondary classes will be remote during the same scheduled periods as the master schedule.
- c. Disability Accommodations

The Parties acknowledge that reasonable accommodations are governed by the Fair Employment and Housing Act (FEHA). FEHA regulations derived from the federal regulation – American Disabilities Act (ADA). As required by ADA and FEHA, the District shall:

  - i. Engage in the Interactive Process; and
    - 1. If available, provide reasonable accommodation(s) for unit members who, because of their disability, are limited in or unable to perform one or more of the essential functions of their job.
- d. Leave due to Childcare:
  - i. Unit members whose children have tested positive or have to quarantine due to exposure may also use federal and state leave laws related to child care.
  - ii. In the event of no federal or state leave the unit member will not have days deducted from the member's sick, personal, or extended illness leave.

## **6. Campus Access**

- a. Drop off/pick up: Drop off and pick up shall be at a designated campus location at all elementary sites.
- b. Limits on Visitors: The Parties agree that schools shall be closed to non-essential visitors.
- c. All volunteers must show proof of vaccination; otherwise, they cannot volunteer on campus.
- d. Excluding Persons with Symptoms: Any student, parent, caregiver, visitor, or employee showing symptoms of COVID-19 will be sent out of the classroom, sent home, and directed to follow the SCCPHD stay-at-home protocol. Students will wait in a designated isolation room at the site until their parent or guardian arrives to take them home.
- e. Guidelines for Staying Home When Sick: Unit members will be directed to stay home if they have signs or symptoms of COVID-19. Employees and students shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions.
- f. Community on-campus gatherings shall not occur such as the following:
  - i. Back to School Night will be held virtually this year (2021-2022)
  - ii. Parent/teacher conferences (including but not limited to SSTs and 504s) shall be conducted virtually or over the phone.

## **7. Hygiene and Personal Protective Equipment (PPE)**

The District shall comply with the following hygiene practices to ensure personal health and safety in school facilities during the COVID-19 pandemic.

- a. Hand Hygiene. In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, the District will provide opportunities for students and employees to meet hand hygiene frequency guidance. The District will ensure that employees have sufficient access to hand washing and sanitizer. The District will ensure hand sanitizer is available at or near all workstations.
- b. Hand Hygiene and PPE Instruction. The District will provide signage posted in visible places at designated entrance points to each worksite and near sinks on proper handwashing techniques and PPE use. Educational resources will be made available for staff, students, and families on the proper use of face masks.
- c. Special education classrooms will need special considerations as to the safety needs of staff and students. This will be evaluated on a case-by-case basis in consultation with the unit member. Additional PPE will be provided to meet the needs of classrooms used by employees serving students with disabilities.
  - i. Unit members who teach students with disabilities shall notify their supervisor of additional safety measures needed that are specific to their classroom/situation and receive a response and explanation within two (2) business days.
  - ii. The District shall make available to unit members who are working

with students in the SDC class Personal Protective Equipment (PPE) such as, but not limited to: gloves, face shields, gowns, absorbent pads, and personal hygiene wipes.

- d. The District shall provide adequate hand washing or sanitation stations at each school site.
  - e. Face Coverings. To the extent required by CDPH, all employees, students, parents/guardians, and visitors shall wear a mask, unless they present medical documentation that wearing the mask is unsafe for the individual. The District will provide reasonable accommodations to unit members who are unable to wear a mask for medical reasons. The District will provide masks to students who do not have one. The District will provide each classroom with extra face masks to replace those that are damaged, lost, or destroyed during the day. The supply of masks will be replenished by the District upon request.
  - f. N95 and KN95 Masks: The District will make N95 or KN95 masks available to any employee that requests one for the following reasons
    - i. has a valid health concern
    - ii. is unvaccinated
    - iii. has a student that is unable to wear a mask in their class
  - g. The District, consistent with the CDPH recommendation, will supply 3-ply surgical masks for staff.
  - h. Masks will be replaced as recommended.
8. **Regular Cleaning While School is Open** To ensure proper cleaning, the Parties agree to the following:
- a. The District shall ensure that all District classrooms, restrooms, and workspaces are cleaned consistent with the District cleaning protocols, including but not limited to cleaning desks, doorknobs, light switches, faucets, and other high touch surfaces.
  - b. Unit members will have access to supplies to disinfect their work surfaces between uses, such as desks, tables, chairs, seats, keyboards, phones, headsets, copy machines, and other equipment.
  - c. Unit members will have access to supplies to disinfect high-touch surfaces daily such as door handles, handrails, sink handles, toys, games, and instructional materials.
  - d. Unit members shall not be responsible for custodial work.
9. **In-Person Instruction**
- a. The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. Students will have their own device (ie chromebook, tablet etc.) Supplies must not be shared between students.

- b. School staff shall limit the number of in-person visits to classrooms in order to maintain the stability of the cohorts and to minimize the spread of the illness. Administrators and essential support staff may be present in classrooms only when necessary.
- c. Students will have their own desk/work area.
- d. Any unit member who teaches in person shall have no virtual students.
- e. All people on campus shall wear a mask at all times unless seated outside for eating or drinking at a minimum of 3 feet distance.

#### **10. Staff Meetings/Professional Development**

- a. In order to minimize the number of contacts a person has, the School Site/District will give members the option to attend staff meetings and professional development meetings virtually.

#### **11. Remote Independent Study**

- a. This section concerns the remote independent study options required to be offered under AB130. The term “remote independent study” shall hereafter denote offerings from PAUSD to students under the provisions of AB130 for purposes of protecting student health during the COVID pandemic. This section does not concern current “independent study” offerings from PAUSD provided to students for purposes of remediation, credit recovery, etc., as part of normal academic offerings.
- b. In the event that the District needs to use bargaining unit members for a remote independent study program, unit members will not be required to teach in-person classes and remote independent students at the same time.
- c. In the event that the District needs to use bargaining unit members for remote independent study, unit members will be given the opportunity to apply for the position and work remotely from home.
  - i. When the site administration is seeking volunteers or the District posts positions, priority for virtual teaching assignments shall be given in the following order:
    - 1. Individuals who are requesting to work virtually and have provided medical documentation of an underlying high-risk condition.
    - 2. Individuals who reside with someone with medical documentation of an underlying high-risk condition.
    - 3. The remaining positions will be filled based on school site considerations.
- d. Remote Independent Study Positions:
  - i. Elementary Remote Independent Study:
    - 1. Unit members will not teach both remote independent study students and have an in-person classroom
    - 2. There will be a three (3) types of Elementary Independent positions; Kindergarten/First Grade, Second/Third Grade and Fourth/Fifth Grade

- ii. Secondary Independent Study:
  - 1. Unit members assigned to teach remote independent study shall have separate sections for that purpose within their assignment, and not have remote independent study added on to ordinary teaching assignments.
  - 2. Class size expectations and requirements shall be consistent between regular classes and remote independent classes.
  - 3. Special Education Remote Independent Study:
    - a. District will continue to follow previous protocols, and place remote independent study students with district program specialists that are responsible for alternative placement students.
- e. In the event that the District contracts out the Remote Independent Study program and that program does not have a special education department and the District needs bargaining unit members to oversee the case management of students
  - i. District will continue to follow previous protocols, and place remote independent study students with district program specialist that are responsible for alternative placement students.

## **12. Ventilation and Filtration**

- a. In-person instruction will occur in locations with properly maintained HVAC systems equipped with MERV-13 filters, and replace them according to manufacturer recommendations.
  - i. The District will ensure that all vents are cleaned regularly and filters are replaced every three months per guidance.
  - ii. Classrooms and workspaces will be allowed to keep doors open to maximize ventilation.
  - iii. The District shall supply portable air filtration units (rated H13 TRUE HEPA) in every classroom.

## **13. Negotiations and Consultation**

The District agrees to continue to consult and negotiate with the Association through the PAEA President or designee over any substantive changes to the law and State and County health orders that impact the working conditions of Association members.

## **14. Term of Agreement**

This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.