Special Governing Board Agenda

CABRILLO UNIFIED SCHOOL DISTRICT

Public Session • Monday, March 22, 2021 • 7:00 PM

Via Zoom: https://cabrillok12.zoom.us/j/99135905009 • Webinar ID: 991 3590 5009 • Telephone: +1 669 900 6833

Governing Board Meeting broadcast live on the CUSD YouTube Channel

In response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which temporarily suspended provisions of the Brown Act relating to public meetings. As such, Cabrillo Unified School District will be conducting its Governing Board meeting at the regular time, in a different modality. The District will be leveraging a Webinar format (using Zoom) in order for the Governing Board members to participate remotely, and to allow for orderly public comment. There will not be a physical location for this meeting.

The Governing Board will meet for Closed Session to discuss labor negotiations, student discipline, personnel matters, litigation, anc other matters as provided under California state law as set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:00 PM for all regular and special meetings unless extended by a majority vote of the Board. Writings relating to a board meeting agenda items that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 498 Kelly Avenue, Half Moon Bay, CA. Such writings may also be available on the District's website. (Government Code 54957.5b).

Individuals who require special accommodations (Spanish interpreter, accessible seating, documentation in an accessible format, etc.) should contact the Administrative Assistant to the Superintendent at acostar@cabrillo.k12.ca.us no later than 48 hours preceding the meeting.

PUBLIC COMMENTS GUIDELINES

There are two ways in which members of the public may provide comments as part of a Cabrillo Unified School District Governing Board remote meeting:

1. Submit Comments in Advance: Members of the public may submit comments in advance of the meeting through the following link: http://bit.ly/cusdcomments. Comments will be read out loud by the Board President or a designee during the meeting. Written comments should be limited to no more than 300 words; longer comments might not be shared publicly during the meeting. However, all comments received, whether or not they are shared publicly during the meeting, will be made available to all Board members.

2. Provide Comment in Real-Time During Remote Meeting: Members of the public may submit a request to comment in real-time in advance of the meeting through the following link: http://bit.ly/cusdcomments. When called upon by Board president or designee, speakers will be unmuted. After the allotted time, speakers will be placed on mute.

Because of technical limitations, please submit your comments or request to address the Board in real-time in advance of the meeting. The Google Public Comment Form opens on the agenda posting date and closes one hour before the meeting start time. We ask the participants to type their full name when joining the meeting, as prompted. "Hand Raised" future will be disabled during the meeting.

Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (Governing Board Bylaw 9323 - Meeting Conduct)

IMPORTANT BOARD PROTOCOLS REGARDING PUBLIC COMMENTS

The CUSD Governing Board does not act upon any matter that has not been agendized except under limited circumstances as permitted by law. It is the policy of the CUSD Governing Board to refer matters raised in this forum to staff for further examination and/or action where appropriate

Open Board meetings may be recorded and broadcast.

1. CALL TO ORDER

a. Public Session - Welcome

1. Roll Call / Quorum
2. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. COMMUNICATIONS

a. Public Comments

b. Employee Organizations Report

1. CUTA Representatives
2. CSEA Representatives

c. Board Members Report

d. Student Board Representative Report

e. Superintendent Report

4. GENERAL BUSINESS

a. Approval of CUSD's Opening of Schools Plan: Cunha Intermediate School and Half Moon Bay High School (Action)

4.a Board Memo Opening of Schools Update Phase III.pdf (p. 4)

4.a.1 Opening of Schools Plan Secondary Presentation.pdf (p. 5)

b. Approval of Memorandum of Understanding (MOU) Between CUSD and CSEA (Action)

4.b Board Memo CSEA Return to School MOUs.pdf (p. 25)

4.b.1 CUSD-CSEA Return Impact and Effects MOU.pdf (p. 26)

5. ADJOURNMENT OF THE MEETING

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: March 22, 2021
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed.D., Assistant Superintendent, Curriculum and Instruction
J Jesus Contreras, Chief Business Officer
CATEGORY: Action
ITEM TITLE: Approval of CUSD's Opening of Schools Plan: Cunha Intermediate School and Half Moon Bay High School

BACKGROUND INFORMATION

Cabrillo Unified School District's Governing Board will receive an update and overview of our Opening of Schools Plan Phase III for both Cunha Intermediate School and Half Moon Bay High School.

For details on our secondary schools' reopening plans, please click on the following hyperlinks:

Cunha Intermediate School (added 3/16/21 & pending approval by SMCOE)

Half Moon Bay High School (added 3/8/21 & approved by SMCOE on 3/16/21)

FISCAL ANALYSIS

At this time, there is no financial impact to the General Fund.

RECOMMENDATION

It is recommended that our Cabrillo Unified School District governing board approve the amendment of our Cabrillo Unified School District Opening of Schools Plan by including the Cunha Intermediate School and Half Moon Bay High School opening of schools plan as presented.

CABRILLO UNIFIED SCHOOL DISTRICT

Every Student, Every Day!

Opening of Schools: Secondary Plan

Governing Board Meeting

March 22, 2021

AGENDA

I. Opening of Schools Steering Committee/Task Force Updates
   A. Update on Secondary Opening of School Plan
   B. Obtain approval of the amendments to our CUSD Opening of School Plan
      1. Approval to add our Secondary Opening of School Plans to our CUSD OS Plan

II. Next Steps

Opening of Schools Steering Committee / Task Force Updates

Secondary Schools

CUSD Opening of Schools Plans

Below are the updated CUSD Secondary Schools plans:

CUSD Opening of Schools Plan

- Cunha Intermediate School (added 3/16/21 & pending approval by SMCOE)
- Half Moon Bay High School (added 3/8/21 & approved by SMCOE on 3/16/21)

Opening of Schools

Steering Committee & Site Task Force

Recommendations & Considerations

Opening of Schools: Task Force Updates

Half Moon Bay High School

Half Moon Bay High School

John Nazar, Principal

Deanna Tower, Assistant Principal

Andrew Boysen, Assistant Principal

High School Opening of School Plan Update

- Phase II (started November 2020):
  - Remote Learning
  - In Person Special Day Class
  - Two on-campus learning pods during synchronous time
- Phase II B (started March 2021):
  - Two on-campus RSP pods during synchronous time
  - Additional on-campus pods during asynchronous time, specifically pods of academic support, clubs, and social groups
- Phase III: Hybrid In-Person Learning (target date: April 12, 2021)
  - Cohorts A and B in-person
  - Cohort C distance learning

HMBHS Phase III Proposal

- Families given three options:
  - Hybrid In-Person Learning Model
  - Distance Learning
  - Independent Study: Edgenuity

- Week 1: 11th and 12th graders only
- Week 2: add 9th and 10th graders

HMBHS Phase III Hybrid Bell Schedule

HMBHS Phase III: Hybrid Bell Schedule					
	Cohort A: In-Person Instruction Cohort B: Remote (Asynchronous or Synchronous)		Asynchronous	Cohort B: In-Person Instruction Cohort A: Remote (Asynchronous or Synchronous)	
	Mon	Tues	Wed	Thurs	Fri
8 - 8:50am	1st Period		*Teachers: digital check-ins with students, provide feedback on remote work, planning* *Students: Independent (Asynchronous)* ***Small On-Campus Pods (general academic support, specific classes, clubs/social groups)***	1st Period	
9:00 - 9:50am	3rd Period	2nd Period		3rd Period	2nd Period
10:00 - 11:00am	5th Period	4th Period		5th Period	4th Period
11:10am - 12:00pm	7th Period	6th Period		7th Period	6th Period
12:00m - 12:30pm	Lunch				
12:30 - 3:30pm	*Teachers: digital check-ins with students, provide feedback on remote work, planning* *Students: Independent (Asynchronous)* ***Small On-Campus Pods (general academic support, specific classes, clubs/social groups)***				

Opening of Schools: Task Force Updates

Cunha Intermediate School

Cunha Intermediate School

James Barnes, Principal

Ben Bartel, Assistant Principal

Middle School Opening of School Plan Update

Cunha's schedule is based on a two cohort, AM/PM model, in which students attend four days a week. The student body will be divided into Cohort A (Last name A-L) and Cohort B (Last name M-Z) to reduce class sizes and minimize contacts. Classes have been adjusted to even out the numbers to half the normal class size. Cunha's contractual maximum class size is 35 students, so classes in the Cohort at school will have a maximum of 18 students. Cunha's enrollment is currently at 677 students, so no more than 339 students will be on the campus at any one time.

Families are given two options:

- Hybrid In-Person Learning Model
- Independent Study

Cunha MS Phase III Hybrid Bell Schedule

Cunha Intermediate Phase 3 Reopening Schedule						
		Synchronous Instruction Days		Teacher PD / Planning Day	Synchronous Instruction Days	
		Monday	Tuesday	Wednesday	Thursday	Friday
8:30 am - 9:50 am	Cohort A AM Group	1st Period	2nd Period	*Teachers: PD/Planning Students: Independent (Digital Asynchronous)*	5th Period	6th Period
10:00 am - 11:20 am		3rd Period	4th Period		7th Period	0 Period
11:20 am - 12:20 pm		Teacher Lunch			Teacher Lunch	
12:20 pm - 1:40 pm	Cohort B PM Group	1st Period	2nd Period		5th Period	6th Period
1:50 om - 3:10 pm		3rd Period	4th Period		7th Period	0 Period

Middle School Opening of School Plan Update: Remote Learning Program

Remote Learning Coordinators
Teachers on remote assignment streaming in

Opening of Schools: Task Force Updates

Pilarcitos High School

Pilarcitos High School

Jason Owens, Principal

Pilarcitos Alternative High School and CUSD K-12 Independent Study Program

Pilarcitos will open for small group activities two days per week, starting the week of April 5, 2021

Alternative Ed.

Plan for returning

	Monday	Tuesday	Wednesday	Thursday	Friday
8-9					
9-10					
11-12					
12-1					
1-2					
2-3					

Overall Recommendations of OSSC, ELAC, & Site Task Force Teams

Jesus Contreras & Leticia Bhatia

Overall Secondary Recommendation from all of our OS groups

1. Adopt/Approve our Half Moon Bay High School Opening of Schools Plan as presented
   a. April 12th, 2021: 11th & 12th Grade
   b. April 19th, 2021: 9th & 10th Grade

1. Adopt/Approve our Cunha Intermediate School Opening of Schools Plan as presented
   a. April 5th, 2021: 6th Grade
   b. April 12th, 2021: 7th Grade
   c. April 19th, 2021: 8th Grade

Recommendations & Considerations

Recommendations:

- Half Moon Bay High School OS Plan
  - All of OSSC stakeholders are in support of our HMBHS OS Plan.
- Cunha Intermediate School OS Plan
  - All of our OSSC stakeholders are in support of most parts of our Cunha Intermediate School OS Plan

Considerations:

- Cunha Intermediate School OS Plan
  - Some of our OSSC stakeholders requested additional details on the instructional program model for the small percentage of students choosing to stay in a remote learning setting at Cunha Intermediate School.

OUR NEXT STEPS

- Communicate our Secondary OS Plans with all stakeholders
- Wait for approval from our SMCOE partners regarding MS opening of schools plan & adjust MS plan as per county recommendations
- Continue to meet with OSSC for input on reopening

Questions?

Thank you!

CABRILLO UNIFIED SCHOOL DISTRICT

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MEMORANDUM

MEETING DATE: March 22, 2021
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Action
ITEM TITLE: Approval of Memorandum of Understanding (MOU) Between CUSD and CSEA

BACKGROUND INFORMATION

CUSD leaders have met with leaders of the CSEA bargaining unit over the past few months to negotiate and reach a Tentative Agreement on an MOU outlining health and safety requirements, legal protections, and contractual requirements entailed in students and staff returning to campuses. Staff will present it to the Governing Board for their approval. This MOU is not posted in advance out of deference to CSEA's processes of first securing agreement and ratification with their membership, but the MOU will be provided in full to the Board and public for review once members of the respective bargaining unit take actions to ratify negotiated Tentative Agreements on this MOU.

FISCAL ANALYSIS

There will be associated costs with implementation of this MOU for costs of supplies, services, et cetera.

RECOMMENDATION

Approve the Tentative Agreement with CSEA on MOU on Return to School as submitted.

MEMORANDUM OF UNDERSTANDING
BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER NO. 485 AND THE CABRILLO UNIFIED SCHOOL DISTRICT REGARDING RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT

This memorandum is agreed between Cabrillo Unified School District ("District") and the California School Employees Association and its Chapter 485 (together "CSEA") concerning the District's response to the coronavirus (COVID-19) epidemic.

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 Covid-19.

I - Safety and Personal Protective Equipment

1. The District agrees to maintain physical distancing standards in school facilities and vehicles as specified in the San Mateo County Coalition for Safe Schools and Communities Pandemic Recovery Framework (PRF), including but not limited to incorporating the following concepts:
    A. The District shall evaluate all workspaces to ensure that employees can maintain physical distance. Physical guides such as tape on floors, or signs will be implemented.
    B. The District shall plan to limit the number of people in all campus and District spaces to the number that can be reasonably accommodated while maintaining a minimum of six (6) feet of distance between individuals, or current PRF, California Department of Public Health (CDPH) and San Mateo County Health Department (SMCH) recommended distance.
    C. All individuals, including staff and students, and visitors, must wear face coverings that cover the mouth and nose consistent with PRF, CDPH, and SMCH guidance.
    D. As recommended by the PRF, CDPH, and SMCH, the District shall create smaller student and educator cohorts to minimize the mixing of student groups throughout the day. Minimize movement of students and educators or staff as much as possible.
    E. If physical distancing between workspaces or between employees and students/visitors is not possible, the District will evaluate the necessity and effectiveness of installing physical barriers to separate workspaces and install where deemed necessary.
    F. The District shall evaluate the necessity of designating specific routes for entry and exit and traffic flow and implement where deemed necessary.
2. Unit members are required to wear facial coverings and keep 6-feet distance from others whenever possible while on the district campus. The District shall provide face coverings for all individuals on school grounds who do not have them.

3. The District shall provide sufficient protective equipment to comply with the CDPH, PRF guidance for students and staff appropriate for each classification or duty.
4. The District shall provide face coverings, face shields, and gloves, and gowns, upon request (disposable or reusable subject to District ordering and availability) for unit members who are required to be in regular close contact with students or members of the public (less than six feet physical distance).
5. Unit members engaged in disinfection or deep cleaning shall be supplied with appropriate PPE for COVID-19 disinfection as required by product instructions.
6. Upon approval by their supervisor or HR, unit members shall be permitted to utilize additional CDPH approved/recommended PPE that they feel is necessary to secure their own health and safety.
7. The District will develop reasonable staffing plans and communicate any changes to CSEA to ensure increased frequency of routine cleaning and disinfecting and communicate them to all staff. At a minimum, restrooms shall be wiped down at least once in the middle of the day and deep cleaned at night. In every District staff restroom facility, a schedule shall be posted and initialed with the time and date to confirm when the restroom was last cleaned.
8. The District shall ensure sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, trash cans that can be accessed hands-free, and paper towels in close proximity to each workspace. Cleaning wipes will be provided in close proximity to all touch screens such as copiers and sign-in screens, which shall be wiped down after each use.
9. The District will provide employees with opportunities to meet hand-washing frequency guidelines as specified in the PRF. The District shall ensure that all HVAC systems comply at a minimum with CDHP, Cal OSHA, and County Health recommended filtration standards for COVID-19 as soon as practicable. In any workspace that has not yet been updated to meet filtration standards, an air scrubber will be deployed.
10. Signs in relevant languages will be posted by the District in visible locations throughout various worksites containing messages that encourage staying home when sick, promote everyday protective measures and describe how to stop the spread of germs (such as social distancing, properly washing hands and wearing a face covering.)
11. Any person on school grounds who appears to have symptoms of COVID-19 upon arrival to school or becomes sick during the day shall be sent home immediately. Such persons shall be kept isolated until they can leave.
12. The District agrees to maintain updated Safety Plans including the Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis, and agrees to make updates accessible to employees and parents.
13. The District will follow Labor Code § 6403, and provide mandatory paid training and information to all bargaining unit employees in safety protocols, public health measures, hygiene, and sanitation and shall provide all necessary cleaning supplies upon request to help prevent the spread of the virus. The District shall make the material safety data sheet for every cleaning chemical used at each site available to every bargaining unit member.

II - Entry to District School/Work Sites

1. The District agrees to develop and communicate a plan to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers.
3. All staff, students, and members of the public will be required to take a temperature check and fill out a COVID-19 health screening before entering campus or for staff working remotely prior to the commencement of each work day. Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and will not be used to inquire into other medical conditions. Bargaining unit employees shall not be required to respond to screening questionnaire questions that are not based on CDPH recognized symptoms (e.g. fever, chills, cough, difficulty breathing, sore throat). Temperature checks and questionnaires shall be performed in a confidential manner, screening records shall be kept confidential and will be destroyed in accordance with applicable law. The District shall publish to their website the plans mentioned in (2) above as well as the following:
    1. Expectations around social distancing as outlined in the PRF.
    2. Employee Guidelines around acceptable face coverings,
    3. The deep-cleaning/disinfecting schedule and frequency for all shared spaces.
    4. A link to the most current CDPH COVID-19 guidelines.
4. The District shall send out a communication via email to all bargaining unit members any time there is a significant change to the PRF guidelines

III - Contact Tracing and Infection Reporting and Testing

1. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. The District shall not be required to disclose any information to CSEA which is considered private, such as personal, medical or confidential student information.
2. When the District learns that a person who has tested positive for COVID-19 was at a District worksite during the infectious period, the District will provide to CSEA Chapter President and required employees notice within one business day in compliance with AB 685. When such notification is provided to CSEA employees, the District will notify the CSEA President of the site where the contact took place. The District will not disclose any personally identifiable information and only disclose the school site. The District shall be held harmless when it isn't informed or aware of positive Covid-19 cases of District employees, students or other persons utilizing District facilities.

3. Should the District require bargaining unit members to be tested periodically for Coronavirus, the District shall bear the full cost of the test by providing it free of charge.
4. Bargaining unit members who fail the test shall be quarantined in compliance with CDPH, PRF, and County Health guidelines.

IV - Leaves

1. Any bargaining unit member who is diagnosed with COVID-19, who exhibits symptoms consistent with COVID-19 as evidenced by a doctor's note, or who is required by the District or a medical professional to self-quarantine due to a potential exposure, positive test result, or failed health screening shall not report to work until released by medical

professional, receive COVID-19 negative test result or met the applicable requirements by CDPH and San Mateo County Public Health and shall be provided leave under the collective bargaining agreement or any other applicable state or federal laws. Bargaining unit members who are required to quarantine absent any symptoms of illness which would prevent them from performing their work may work remotely, if possible, via approval of their Supervisor and Human Resources alleviating the use of leave. In cases where an employee is potentially exposed to coronavirus at work and directed to self-quarantine, or is sent home from work due to a screening result or symptoms, is not provided remote work, the employee's leave will be dependent on the results of the COVID-19 test. If an employee's test results are negative, the time the employee was unable to return to work pending the test results will be paid leave and the employee will not lose any pay or leave up to a maximum of two work weeks per incidence provided that the employee takes a COVID-19 test within the first two work days of being eligible for an accurate test in accordance with current medical guidelines (current medical guidelines recommend testing 5-7 days after exposure for accurate results) and furnishes the results of the test in writing to the District upon receipt thereof.

2. Bargaining unit members who have dependent care needs which prevent them from reporting to work during any portion of their work hours or reside with someone whose medical professional designates said person as "high risk" or "vulnerable" to COVID-19 symptoms shall submit documentation, and such bargaining unit members shall be allowed to use all available leaves guaranteed by Federal and State Laws and all available leaves described in the Collective Bargaining Agreement including sick leave and extended sick leave without fear of reprisal to the extent the leaves are applicable.
3. Employees who have exhausted all paid leave and must be absent due to coronavirus, including to care for family or household members or to meet a childcare emergency, shall be permitted to utilize unpaid leave.

V - Accommodation

Requests for remote assignments or other accommodations shall be made, in writing, by employees to their Supervisor. Priority will be given to unit members who: (1) suffer from an underlying health conditions which may place them at higher risk of severe illness if they contracted COVID-19 or other uniquely vulnerable COVID-19 health condition as certified by a medical doctor; (2) are in the presence of someone in his/her household who suffers from an underlying health conditions which may place them at higher risk of severe illness if they contracted COVID-19 or other uniquely vulnerable COVID-19 health condition as certified by a medical doctor, or; (3) are experiencing COVID-19 related child or family care issues. Requests shall be treated as "reasonable accommodations" and shall be decided by the District through the "interactive process" as defined by the Americans With Disabilities Act. Remote assignments will be reevaluated at the conclusion of each phase of the District's reopening plan and the District anticipates remote assignments will become less available as additional in person instruction is safe to commence.

VI -Temporary Changes in Job Duties

1. The District and CSEA shall work together in good faith to negotiate any necessary temporary changes in employees' job duties. Employees working out of classification shall receive out of class compensation pursuant to Article 6.4 of the Collective Bargaining Agreement.
2. The following duties will be assigned to Health Aides, Paraprofessionals, Campus Security/Supervisors and Site Support Staff, as needed:
    a. When students are present for in person instruction, provide daily health checks for students, including taking students' temperatures, completion of student health surveys, and other related duties.
    b. Provide support with surface cleaning and high touch areas midday including wiping down and disinfecting classroom on a regular basis in order to assist with maintaining cleanliness;
    c. Monitor students in isolation rooms which are not in employee's immediate workspace and may be handled via a window/door separation for supervision.
3. Health Aides will also support the District in the implementation of Covid-19 surveillance testing through Curative.

VII - Remote Work Assignments, Equipment and Services

1. Unit members may be permitted to work remotely for some or all of their weekly working days, with approval from the employee's supervisor.
2. Remote work assignments not related to IV.1 or the three priority situations listed in section V above may be terminated at any time at the discretion of the District provided the unit member is provided 48 hours advance notice prior to being required to report to any District worksite.
3. If unit member is approved or assigned to work remotely the District will provide the unit member with all equipment, materials and services necessary to perform their work.

VIII - Curtailment of Operations

1. In the event that District facilities close or are curtailed, the District shall offer a variety of choices of alternate work for which the unit member meets the minimum qualifications. Unit members performing alternative work shall be compensated at their regular rate of pay or out of class pay in accordance with Article 6.4 of the Collective Bargaining Agreement where applicable.
2. If bargaining unit members are required to work remotely due to such closure or curtailment, materials, equipment, services, and technology support that are normally provided by the District shall be provided.

IX - Information and Further Negotiation

1. The District will share all new information it receives from local health authorities about COVID-19 pandemic in regular meeting with CSEA President. The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.

X - Compliance with Further Governmental Orders

1. The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The District 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 at the request of either party over the effects of such further directives.

X - Duration of Agreement

1. This agreement shall remain in effect through June 30, 2021. This agreement may be reopened by either party in response to a change in the law, implementation of new laws, modifications to local and/or statewide health orders, CDPH or PRF requirements or guidelines or a change in the District's reopening plan or timeline. The agreement may be opened at any time by mutual agreement.

XI - Enforcement

1. Any difference arising from the interpretation, administration, or application of this proposed language may be addressed through the grievance procedure set forth in Article XVII of the Collective Bargaining Agreement or other remedial mechanism available by law, if applicable.

Signed by:

For CSEA:

_____
Stig Lynne

_____
Diane Paoli

_____
Catherine Gray

_____
Shane Modena

_____
David Wood

For District:

_____
Jason Owens

_____
Sean McPhetridge

_____
Tami Culkar