

AMENDED MEMORANDUM OF UNDERSTANDING  
BETWEEN BENICIA UNIFIED SCHOOL DISTRICT AND CLASSIFIED  
SCHOOL EMPLOYEES ASSOCIATION- CH#1096  
**HEALTH AND SAFETY PROTOCOLS FOR IN PERSON LEARNING,**  
**COVID-19 PANDEMIC**     **February 10, 2021**

The Benicia Unified School District (“District”) and the Classified School Employees Association Ch#1096 (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 pandemic and the return to school during the 2020-2021 school year. The protocols in this MOU are being written to clarify health and safety guidelines for the return of students for in-person learning including small group instruction on BUSD campuses.

Amendments are listed below in blue font with the existing and amended language to the Health and Safety Protocols for in person learning and small group instruction during the 2020-21 school year. Rest of the language from the existing MOU will apply unless noted below:

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. This agreement is non-precedent setting. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

The Parties agree to the following:

### **CRITERIA FOR SAFELY PROVIDING IN PERSON INSTRUCTION**

Upon determination that schools are safe to re-open for the 2020-2021 school year based on the following criteria, the District may open on a hybrid in-person model. If the following criteria are not met, the District shall reopen with or remain in Virtual Learning.

1. PPE available for all staff at least 10 days prior to the first in-person day.
2. Follow guidance from the Governor's office regarding school reopening and closing procedures.
3. All safety measures are in place as described in this agreement.
4. Health screening, testing, notification, and quarantine protocols and procedures, that are in alignment with CDC and Solano County Health Department recommendation, will be created and shared with the Association at least two weeks (14 days) prior to in-person instruction occurring.

### **1.0 Definitions**

- 1.01 “Classroom” – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.
- 1.02 “Cohort” – is a group of students assigned to a class at the elementary levels in general education classes. Efforts will be made to keep the cohorts stable and intact in order to prevent the spread of infection and illness arising from COVID-19.
- 1.03 “Common Equipment” – is any school equipment or structure that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.
- 1.04 “Common Space” – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.
- 1.05 “Daily Cleaning and disinfection” - to cleanse (a surface, a device, etc.) by destroying, inactivating, or significantly reducing the concentration of pathogenic agents.
- 1.06 “Decontamination” -. A higher level of cleansing that rids all surfaces and the air of contamination. This level of cleaning will use different equipment than regular daily cleaning .
- 1.07 “Face Coverings” – Masks as recommended by federal, state, and local public health guidance.
- 1.08 Medical Apparatus - Medical hardware on the head necessary for essential functioning.
- 1.09 “Gathering” - any non-instructional in person event of 15 or more people where social distancing is not possible and/or where cohorts might be mixed together.
- 1.10 “Hand Sanitizer” – this product must contain at least 60% alcohol. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC and FDA Advisories.)
- 1.11 “High Risk” - more likely than others to get a particular disease, condition, or injury.
- 1.12 “Hybrid”- A maximum of 50% of students are allowed on campus at one time.
- 1.13 “Personal Protective Equipment” (PPE) – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.
- 1.14 “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.
- 1.16 “Small Group” - A maximum of 16 people while we are in the purple tier (employees and students) in a cohort following the Governor’s guidelines from September 1, 2020.

- 1.17 “Virtual learning” - For the purpose of this MOU, “virtual learning” means instruction that occurs for the student “at home” through digital learning tools.
- 1.18 “Visitor” - a person visiting a campus or district facility who is not an employee or a student, and does not have approved and/or pre-planned business on campus.

## **2.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)**

- 2.01 The District shall provide PPE to all unit members and students for every day that unit members or students are required to report to school sites. Each staff member will be given up to five (5) 2-layer cloth masks for the year or daily 3-ply disposable masks on a monthly basis as requested. Staff will indicate their preference in advance via a staff survey. Extra disposable masks will be available in the office if needed. Staff members and students would need to bring their allotted PPE with them to their work and school site as the District would not be able to provide new PPE on a daily or weekly basis. Upon request, the District shall provide N95 or KN95 masks when appropriate or deemed necessary for specific job requirements if the work environment is considered higher risk to them. In rare cases, purchases of PPE by a unit member will be reimbursed by the school District only if they are pre-approved in writing by the Director of Maintenance Operations and the District Nurse.
- 2.02 In-lieu of using District-provided PPE, unit members and students may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- 2.03 Unit members shall not be required to bring their own PPE.
- 2.04 No Unit member shall be required to work without proper PPE.

### **Face Covering Requirements**

- 2.05 Masks are required to be worn properly (masks over nose and mouth) at all times by all individuals on a school campus indoors or outdoors, unless the staff member is isolated in their work space. This mask requirement applies to all staff, all students in grades Pre-K-12, all administrators, and any visitors on campus over two years of age. Prior to the first day of instruction, but no less than two weeks prior to the first day of in person instruction, the District in conjunction with CSEA#1096 and other staff shall develop and share with staff a plan to deal with students, staff, and visitors who are not in compliance with the face covering requirements. Unit members performing strenuous labor outdoors may elect to remove masks and wear a face-shield to provide proper breathing.
- 2.05.1 Masks shall not be required for staff if there is a medical or behavioral contraindication verified in writing from a medical professional.
- 2.05.2 Masks shall not be required for students if there is a medical or behavioral contraindication verified in writing from a medical professional. For classified staff in this environment, the District shall provide additional PPE such as goggles, disposable protective isolation clothing, bite guards, and gloves, in addition to masks and face shields as requested.
- 2.05.3 If a student with no medical note in a special education class, cannot or refuses to wear a mask or socially distance after constant and frequent reminders, SPAs and SEAs may

report the situation to their classroom teacher. SPAs and SEAs can expect their classroom teacher and/or administrator to intervene by following up with the student and/or parent/guardian. If needed, the IEP team will meet to discuss safety measures and options for services.

### **Hand Washing Requirements**

- 2.07 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.08 All individuals shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.
- 2.09 The District shall comply with the following hand washing requirements:
  - 2.09.1 Every classroom with a sink(s) shall be stocked with soap dispenser(s), and no touch paper towels system.
  - 2.09.2 Every classroom and non-classroom common work spaces shall be provided with hand sanitizer with a pump dispenser.
  - 2.09.3 School Entryways and Multiuse Rooms shall be provided a touchless hand sanitizer unit.
  - 2.09.4 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.

### **3.0 IN-PERSON TESTING, SMALL GROUP COHORT INSTRUCTION, AND IN-PERSON LEARNING**

The COVID-19 pandemic has caused federal, state, and local public health officers to issue orders and guidance impacting the educational operations of the District in order to minimize health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance issued by federal, state, and local public health officers, any in-person learning and small group instruction offered by the District during the pandemic shall be offered consistent with all of the provisions below. District will consider making reasonable accommodations (i.e. continuing to work virtually) on a case by case basis depending on the employee's need, for employees who are immunocompromised and bring a doctor's note as long as employees are able to perform essential functions of their job virtually. If the employee's regularly assigned duties are not able to be performed remotely, then the District may assign temporary alternative duties that the member can perform remotely.

#### **Adherence to Health Guidelines and Orders**

- 3.01 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 Solano County Public Health Department.

- 3.02 Where there is a conflict between the various guidelines or orders, the District shall adhere to the state and local guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.
- 3.03 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in section 3.01.

### **Physical Distancing**

#### **Classroom/Instructional/Academic Learning Spaces**

- 3.04 The District shall ensure minimum physical distancing of six (6) feet between all student workspaces, between all employees and student workspaces, and between all employee workspaces.
  - 3.04.1 The District shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements. The capacity for each classroom space shall be posted prior to the start of in-person learning.
  - 3.04.2 All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning by the custodian with direction from the site administrator.
  - 3.04.3 Staff and students shall also refrain from touching and hugging each other while on school and District property.
  - 3.04.4 Clear dividers that are a hard material that is transparent with minimal distortion, shall be provided for all classroom staff workstations, as requested by the unit member, when surveyed in advance by the district. For SDC and SCIL the dividers must be affixed to the table or desk where the unit member is working.
- 3.05 In rare situations where the minimum physical distancing requirement is insufficient to provide necessary academic instruction or assessments, as mutually agreed to by the unit member and the site administrator, alternative and effective safety devices shall be used such as clear dividers and/or face shields in addition to masks.
- 3.06 No unit member shall be directed to violate the six (6) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring.

#### **Lunch/Brunch**

- 3.07 Accommodations will be made to maintain physical distance of six (6) feet between students, and between staff and students, who eat lunch on campus and between all staff during their lunch/brunch period(s) based on any agreed upon in-person MOU.
- 3.08 Education Code requires a duty-free lunch period of at-least thirty (30) minutes each workday for employees who work five (5) hours or more per day.
- 3.09 Staff lounge capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff lounge.

### **One-Way Directions/Movement**

- 3.10 In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District shall create unidirectional pathways. These pathways shall be clearly marked to indicate the direction of travel and the six (6) feet physical distance spacing requirements.

### **School Entrance and Exit Points**

- 3.11 Since students, parents, and staff tend to congregate in large groups at access points before and after school:
- 3.11.1 School sites shall identify multiple access points to be used for student entrance and exit before and after school.
  - 3.11.2 Where possible, staff, and students will be encouraged to use an assigned ingress and egress point for use when coming to and leaving from school for in-person learning. Parents should stay in the vehicle during drop off and pick up when appropriate.
  - 3.11.3 In order to minimize contacts to staff, campuses will be closed to students and visitors until 10 minutes before the start of the school day.
  - 3.11.5 Fire/emergency evacuation routes shall be modified if need be by the site administrator and displayed for each class.

### **Meetings and Gatherings**

- 3.12 In order to maintain the health and safety of staff, mandatory in-person meetings shall be prohibited during the 2020-2021 school year (including but not limited to, staff meetings, department meetings, grade level meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, etc). All mandatory meetings shall be held virtually and shall be scheduled during asynchronous or non-instructional time.
- 3.13 Voluntary (no member will be forced to attend) small group (no more than six people) in-person meetings of staff held for the purpose of collaboration must follow the safety protocols outlined here. All staff must wear appropriate face coverings at all times and maintain at least six (6) feet of physical distancing. Meetings must be in rooms large enough to accommodate the distancing requirements, with windows open as much as possible.
- 3.14 No Large in-person gatherings shall be held (i.e. school assemblies or rallies) during the 2020 - 2021 school year.
- 3.14.1 Specifics about end of the year events will be determined in the spring. No unit member shall be required to attend any in-person events against their will.

### **Other Health and Safety Issues**

#### **Daily Cleaning and Disinfecting**

- 3.15 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, or between classes, cohorts, or testing, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
- 3.16 Daily cleaning and disinfecting shall be done by trained custodial personnel. To ensure proper disinfecting the unit members (non-custodial) must leave the school by 4:30 PM.
- 3.17 All Chemicals used for cleaning and disinfecting science lab classrooms must be made known to the unit members in those rooms in order to prevent any hazardous chemical interactions.
- 3.18 Upon request of the Association, the District shall provide copies of all Safety Data Sheets (“SDSs”) required to be maintained by Cal-OSHA. All SDS binders are located in the main office and custodial closets for review.

### **Regular Decontamination of Classroom Spaces**

- 3.19 Regular decontamination of classroom spaces and staff workspaces shall be completed at least once per week. Decontamination shall be done by trained, qualified professionals. Decontamination shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.

### **Air Ventilation and Filtration**

- 3.20 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 may be encouraged to keep them open depending on weather, temperature, or air quality conditions when safe.
- 3.21 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.
  - 3.21.1 HVAC air filters shall be equipped with MERV 13 filters or equivalent at a minimum and shall be changed at the manufacturer recommended intervals.
  - 3.21.2 Portable classrooms and/or other classroom spaces or workspaces without existing or adequate central HVAC shall be equipped with low noise MERV 13 air filtration units with a large enough capacity and flow rate for the square footage of the room or a room change will occur.
  - 3.21.3 If an individual tests positive for COVID-19, the District will lock out the room, special precautions and a safety time zone of a minimum of 72 hours will be provided to unit members required to enter or perform work in a room where a known case presided. Room will be disinfected using a fogger. After disinfecting has been completed, pull the HVAC filters at the school site to be tested for the presence of COVID-19. The test results shall be shared with the Public Health Officer and the Association President.

3.21.4 If an individual tests positive for COVID-19 and the individual has been in the room up until they received the positive test results, the District will close the room for 24 hours for special precautions before employees are required to enter to clean or disinfect the room. If the individual who tested positive was not present in person in the previous 24 hours before they received positive test results, the room will not need to be closed and cleaning will occur after the room is vacant. After disinfecting has been completed, change the HVAC filters at the school site. The 24 hour timeline written in this paragraph will start when in-person learning starts, until then the existing language of 72 hour period will be followed as written in 3.21.3.

3.21.4 Classroom internal temperatures must be maintained below 80 degrees fahrenheit.

3.21.5 In the event that the HVAC system must be shut down for any reason in a particular classroom or classrooms, and the air quality is such that windows and doors cannot be opened for adequate ventilation, that class or classes will be moved to another space on campus with functioning HVAC. If an adequate space cannot be located, that class or classes affected will move to virtual learning for that day or until the issue is resolved.

3.21.6 In the event that the HVAC system must be shut down for an entire site for any reason for more than 15 minutes, and the air quality is such that windows and doors cannot be opened for ventilation, then the District shall move the corresponding schools to virtual learning and if the shutdown occurs during the school day, asynchronous learning shall occur for the remainder of that day.

### **Health Screening, Testing, Notification, and Contact Tracing**

3.22 Each school site shall have a designated Health Monitor (appropriate office staff), who will follow the **Appendix 1- specified guidelines** for overseeing the safety and health of all students and staff to the campus each day. The Health Monitor shall:

3.22.1 Coordinate with the district nurse for training and understanding of COVID-19 signs and symptoms and appropriate actions to take with students or staff during the school day.

3.22.2 Each school site will have an identified isolation room with physical distancing. Symptomatic students will be separated from the staff with physical barriers, such as plastic sheeting, a door with a window, etc.

3.22.3 Monitor ill students in isolation rooms practicing social distancing while they await parent pick up. Students must wear their masks while in the isolation room unless they are having a respiratory distress.

3.22.4 Implement quarantine protocols at the school as trained by the School Nurse with ongoing consultation as needed.

3.22.5 Office staff will notify parents or emergency contacts when students are sick and request rapid pick up explaining ill students should not be in school isolation areas for more than one hour.

3.22.6 During school time, if an SPA or SEA observes that a student doesn't look well, they shall inform the teacher of their observation and may recommend that student be sent to the office or other measures are taken.

3.23 The specified guidelines (from 3.22 linked here) will be shared with the association at least two weeks (14 days) prior to in-person learning occurring. All students and CSEA#1096 Unit Members will be trained on these specified guidelines before in-person learning commences.

- 3.24 Parents will be required to complete the consent form daily during in person testing and small group instruction and return it to the school. Parents will be required to complete the consent form prior to the first day of in person Appendix 4- in-person learning, and return it to the school. Schools will follow Appendix 5- CDC guidelines for health screening. Sites will send reminders every week about completing the at home health screening,
- 3.25 No parent volunteers or guest speakers will be allowed on school sites. Visitors as defined in 1.18 will not be allowed inside the office during 2020-2021 school year. Visitor access to school campuses will be monitored by office staff. If there are visitors that must come to the school site or district office, i.e. parents, vendors, delivery person, etc., they shall ring the doorbell for the office staff to respond. Visitors with any symptom consistent with COVID-19 shall be denied entry.
- 3.26 Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site, pending travel home or to a medical facility.
- 3.27 Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the Solano County Public Health Department. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period maintaining HIPAA policies.
- 3.28 —School District Employees are eligible for free COVID-19 testing through Kaiser, Anthem, or Solano County Health department (SCHD testing is done through CVS pharmacy). **Appendix 6 Current Testing Availability.** After students return for in-person instruction, the District will share the ‘Testing Availability Resources document’ with the unit members every other month reminding them about COVID-19 testing.

#### 4.0 LEAVES

~~Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)~~

~~During the COVID-19 pandemic, employees have access to the same leaves they would typically [sick leave, personal necessity (up to 7 days of available sick leave balance), vacation (as applicable), compensatory time (as applicable)], in addition to emergency leave benefits granted under the Families First Coronavirus Response Act (FFCRA – HR 6201). Benefits made available through FFCRA become effective April 1, 2020 and it expires on December 31, 2020.~~

~~Leaves granted under the FFCRA include:-~~

- ~~4.01 —Emergency Paid Sick Leave (“EPSL”) — up to 80 hours of paid sick leave (prorated for part time; total of two work weeks) when an employee is unable to work on-site or remotely;~~
- ~~4.02 —FULL PAY maximum \$511/day and \$5,110 total:~~
- ~~1. —The employee is subject to a quarantine or isolation order related to COVID-19 by federal, state, or local government; or~~
  - ~~2. —The employee has been advised to self-quarantine related to COVID-19 by a healthcare provider; or~~
  - ~~3. —The employee is experiencing COVID-19 symptoms and seeking medical diagnosis; or~~

- ~~4.03 2/3 PAY maximum \$200/day and \$2,000 total;~~  
~~4. The employee is caring for an individual who is subject to (1) or (2); or~~  
~~5. The employee is caring for a son or daughter whose school or place of care is closed or whose caregiver is unavailable due to COVID-19 precautions; or~~  
~~6. The employee is experiencing a “substantially similar condition” as specified by the Department of Health and Human Services (DHHS).~~

~~4.04 Emergency Family Medical Leave Expansion Act (“Emergency FMLA”)~~

~~Employees who have been employed for at least 30 calendar days and are unable to work on-site or remotely due to childcare issues as a result of school or place of care closure (or unavailability of childcare provider) [i.e. qualifying reason number 5 above] may be entitled to up to 12 workweeks of leave for childcare purposes. The first two weeks of Emergency FMLA leave is unpaid, unless employees elect to utilize accrued paid leave, including EPSL during this time. The remaining 10 workweeks of leave are paid at 2/3 their regular rate of pay for up to \$200 daily and \$10,000 total (\$12,000 total for the 12 workweeks). An employee may elect to cover the difference between the cap of \$200/day for childcare leave and their full rate of pay by using accrued sick leave.~~

~~Important note: Emergency Paid Sick Leave may not exceed a total of two (2) weeks. When combined with Emergency FMLA, leaves may not exceed twelve (12) weeks total. Employees are able to use other available leaves to remain in paid status and are encouraged to work with Personnel to understand their total leave rights.~~

- 4.051 The District shall follow guidelines from **Appendix 7 SB1159** regarding workers compensation benefits for employees testing positive while at work.
- 4.062 Any employee who is required to be quarantined, yet well enough to work, shall be expected to continue to complete the functions of their regular duties remotely with no loss of pay or leave, or may be assigned temporary alternative duties that can be performed from home. If the employee is not well enough to work remotely, then they can use the EPSL, as stated above. **Appendix 8 Follow employee protocols** from this document.
- 4.073 Upon return from leave, every attempt will be made to restore the member’s previous position/assignment immediately prior to going on leave. A temporary reassignment may not alter a member’s hours or wages, and any schedule changes must be made in accordance with Section 13-L of the CSEA#1096 and BUSD Collective Bargaining Agreement. Any member who is temporarily reassigned will have the right to return to their previous position/assignment after the 2020-2021 school year once their previous position/assignment becomes available.
- When determining a unit member’s potential COVID-19 exposure or exhibition of COVID-19 symptoms, protocols from the Health and Safety MOU will be followed.
- 4.04 If unit members are able to work virtually after COVID-19 exposure or after not being able to pass the self screening for their health, they shall continue to receive full compensation. They will need to inform their site administrator/supervisor as soon as possible.
- 4.05 In the event that it is not medically possible for the unit member to continue working after COVID-19 exposure, the unit member may use accrued and available leave until it is determined by workers compensation whether the exposure was work related or not. Unit members will need

to inform their site administrator/supervisor as soon as possible and enter their absence in AESOP.

- 4.06 In the event that it is not medically possible for the unit member to continue working after not being able to pass self screening, the unit member may use all accrued and available leave until it is determined it was work related COVID-19 exposure. Unit members will need to inform their site administrator/supervisor as soon as possible and enter their absence in AESOP.
- 4.07 The District shall comply with the provisions of Labor Code 230.8 and any other applicable statute and/or order which is in force at the time of the request in responding to requests by parent-employees pertaining to childcare matters.
- 4.08 In the event one or more District facilities must be closed, unit members will resume virtual work until the facility (s) is cleared to reopen for in-person learning, unit members will not suffer any loss of pay or benefits to which they are entitled under the collective bargaining agreement.
- 4.09 If the entire District operations are curtailed due to the COVID-19 epidemic, unit members will not suffer any loss of pay or benefits to which they are entitled under the collective bargaining unit for the period of closure or curtailment so long as the District continues to receive funding from the State and/or Federal Government.
- 4.10 District will comply with Cal-OSHA Emergency Standards from November 30, 2020, and continue to provide pay and benefits for employees who are excluded from the workplace due to work related COVID-19 infection or due to work related quarantine for COVID-19 exposure. Work related exposure will extend to unit members who are in the same household with another unit member or BUSD employee who is exposed at work.
- 4.11 Unit members shall have the right to use all accrued leave time as defined by CSEA#1096 and BUSD Collective Bargaining Agreement, or to take an unpaid leave if the member requests to do so.

## **5.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE**

- 5.01 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick.
- 5.02 If a staff member, administrator, student, or parent associated with a stable student cohort tests positive for COVID-19, the cohort will immediately be notified and placed on a fourteen (14) day quarantine.
- 5.03 The District will work with the Solano County Public Health Department to ensure that all staff and students being quarantined are given resources about how to properly quarantine and to provide access to medical professionals if illness manifests itself.
- 5.04 If 25% or more of the total stable student cohorts at a specific school site or within the District are quarantined at any given time, or if a potential outbreak of COVID-19 is suspected by a federal, state, or local public health officer, the District shall close the entire school site or entire District as necessary. Within 48 hours of school and/or District closure, the academic program shall transition to a total distance learning model until such time as it is deemed reasonably safe to return to an in-person or hybrid learning model.

- 5.06 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.
- 5.07 The District shall communicate any and all decisions about closures and re-opening to all bargaining unit members at a school site or district wide as appropriate. Such communication shall be by email or by telephone.
- 5.08 If closure is recommended by the local public health department, the District and Association shall revert to Virtual learning and follow the agreements in the MOU dated July, 2020.

## **6.0 TRAINING**

- 6.01 Consistent with federal, state, and local public health officer guidelines, appropriate staff shall be trained in the following areas, including but not limited to:
  - 6.01.1 Reinforcing the importance of health and safety practices and protocols;
  - 6.01.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
  - 6.01.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;
  - 6.01.4 Health screening protocols and procedures;
  - 6.01.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
  - 6.01.6 Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
  - 6.01.7 Protocols on responding to a student or staff member testing positive for COVID-19; and
  - 6.01.8 Any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.
- 6.02 The District shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting either as part of in-person learning, distance learning, or a hybrid model if needed.
- 6.03 The District shall provide a minimum of 72 hours' notice to all bargaining unit members of additional required COVID training hours or days not already provided for in the CBA.
- 6.04 Please refer to the CSEA#1096/BUSD MOU in regard to Professional Development for the 2020-21 School Year.

## **7.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS**

The District shall develop and implement a plan and shall share the plan with the Association no less than 2 weeks prior to beginning any in-person instruction, to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.

## **8.0 GRIEVANCE**

- 8.01 Parties agree to work collaboratively if there are any disagreements. If parties are unable to resolve issues, then any provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

## **9.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE**

- 9.01 Due to the evolving nature of the pandemic, the District and/or Association reserve the right to negotiate safety and/or any additional impacts and effects related to the COVID-19 pandemic and/or additional school closures in the 2020-2021 school year.
- 9.02 Once an in-person learning schedule is approved by the Governing Board, impacts of it will be negotiated with the Association if necessary.

## **10.0 DURATION**

- 10.01 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
- 10.02 This MOU shall expire in full without precedent on June 4, 2021 unless extended by mutual written agreement of the Parties.

Agreed by CSEA Ch#1096 and BUSD:

Andree Fina  
CSEA Ch#1096 Representative

3/8/2021  
Date

\_\_\_\_\_  
BUSD Representative

\_\_\_\_\_  
Date