

MEMORANDUM OF UNDERSTANDING BETWEEN CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION (CSEA) AND ITS BERRYESSA CHAPTER 364 AND
BERRYESSA UNION SCHOOL DISTRICT REGARDING
REOPENING SCHOOLS IN THE 2020-2021 SCHOOL YEAR
MARCH 25, 2021

The Berryessa Union School District (“District”) and the California School Employees Association and its Berryessa Chapter 364, jointly referred to as Parties (“Parties”), enter into this Memorandum of Understanding (“MOU”) regarding the negotiable impacts related to opening of schools during the 2020-2021 school year for in-person instruction.

The August 27, 2020, Return-to-Work Memorandum of Understanding (“RTW MOU”) between the parties is attached and incorporated as part of this Memorandum of Understanding, and its terms shall apply unless expressly superseded by the terms of this Agreement.

The Parties acknowledge that pursuant to the March 20, 2021, CDPH Framework and Guidance (referred to herein as “Framework”) staff and students may be required to isolate or quarantine and/or the District may need to close a stable group/class or school(s) on a temporary basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year. All guidance, guidelines, protocols or orders referred to in this MOU and/or applicable to in-person instruction in a COVID-19 environment shall be deemed to refer to the most up to date versions of such directives.

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 with the provisions of this MOU for its duration, or until modified by mutual agreement by the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU.

The Parties agree to the following:

1. Safety/Work Conditions When Schools Reopen

- A. Pursuant to applicable health and safety guidelines, the District shall provide for minimum physical distancing of no less than 6 feet between student chairs or as provided in most current guidance, if different, and 6 feet between staff and students.
- B. When the minimum physical distancing requirement between the student and the unit member cannot be maintained in a Special Education setting, the District will provide appropriate PPE and/or physical barriers.

C. All bargaining unit members shall maintain all physical distancing, PPE and safety requirements in this MOU.

D. Unit members shall adhere to physical distancing and PPE requirements at all times. If physical distancing of six (6) feet is not possible for any reason, and in order to maintain student confidentiality or privacy, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes.

E. School Ingress and Egress

- a. The district will develop and enforce plans to maintain physical distancing at all facility entrances and exits.
- b. The plan shall be posted on the school's website prior to the return to in-person instruction.
- c. School sites shall identify multiple access points to be used for student ingress and egress.
- d. Where possible, staff and students will be assigned a separate ingress and egress point.

F. Directions and Movement

- a. The District shall mark common walkways and common areas in order to indicate the direction of travel and maintain physical distancing of six (6) feet when walking in the same direction.

G. Personal Protective Equipment ("PPE")

- a. The District shall provide PPE to all unit members for every day that unit members report to school sites.
- b. In-lieu of using District-provided PPE, unit members 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. Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or negatively evaluated for not bringing their own PPE.

H. Face Covering Requirements

- a. Face coverings are required to be worn properly (i.e., covering both nose and mouth) at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in grades TK-8, all administrators, and any visitors on campus over two years of age. Students may be exempted for health reasons under applicable federal, state or county guidelines.
- b. Persons exempted from wearing a face covering due to a medical condition, as confirmed by a health professional, must wear a non-

restrictive alternative, such as a face shield with a drape on the bottom edge, if appropriate.

I. Hand Washing Requirements

- a. The District will follow DPH requirements related to frequently reminding individuals to wash their hands or use medically effective hand sanitizer.
- b. The District will provide hand washing soap and or medically effective hand sanitizer in all classrooms, workspaces and common spaces. Hand sanitizer shall contain at least 60% ethyl alcohol and not contain methanol.
- c. The District shall ensure that 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 are on campus.

J. Protocols, Health Screening, Testing, Notification, and Contact Tracing

- a. All individuals (including parents, students, and unit members) will be required to complete the District Self-Assessment survey electronically or verbally and provide it to staff before reporting to the worksite/school site or prior to entering the worksite/school site.
- b. Staff and students who exhibit any symptoms consistent with COVID-19 or who have had close contact with a person who has tested positive for COVID-19 as defined by Industry Guidance and County Orders shall notify their supervisor or teacher, stay home or, if on a school site, be sent home or to a medical facility. The unit member may continue to work remotely if they are able.
- c. Upon notification that an employee, parent, student, or anyone entering a school site has received a confirmed positive test for COVID-19, the District shall follow the "Immediate Actions" and "Communication" steps pursuant to guidance from the Santa Clara County Public Health Department (September 21, 2020 Guidance p. 31).
- d. Any students or staff exhibiting COVID-19 symptoms shall be required to wait in an isolation area until they can be transported home or to a healthcare facility. Each school site shall provide an isolation room for this purpose. The District shall have an isolation policy and procedure in place.
- e. The District shall designate a staff liaison(s) to be responsible for responding to COVID-19 concerns and questions. The liaison(s) shall be trained to coordinate the documentation and tracking of possible exposure in order to notify local health officials, staff, and families in a prompt and responsible manner.
- f. All COVID-19 illness and exposures arising from the workplace shall be investigated to determine if any work/school-related factors could have contributed to risk of infection. Positive cases will be reported to

DPH as required. Protocols shall be updated as needed to prevent further cases.

2. In-Person Learning Portion of Hybrid Model

To the extent that orders and guidance are issued by federal, state, and local public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with those orders and guidelines.

a. Adherence to Health Guidelines and Orders

- i. The District shall adhere to the current applicable 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”), and the California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”).
- ii. Where there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.

3. Student Stable Groups

a. Elementary Schools (TK-5)

- i. Stable groups of students shall be maintained throughout each school day, and through each quarter, trimester, or semester, with assigned teachers and other adults, and systems in place at the school site to prevent the mixing of stable groups.
- ii. Students should remain in their same workspace as much as practicable.
- iii. School staff shall limit the number of in-person visits to classrooms in order to minimize the spread of the virus. Staff not assigned as to a classroom shall use virtual methods of interacting with students where possible.

b. Middle Schools (Grades 6-8)

- iv. Stable groups of students shall be maintained throughout each school day with assigned teachers and unit members, and systems in place at the school site to prevent the mixing of students.
- v. Students should remain in their same workspace as much as practicable.

4. Leaves

- a. The language in Article 11 (“Leave Provision”) of the CBA and any additional leave provided by current law or regulation shall continue to apply.
- b. In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for illness or infection associated with COVID-19, and an accommodation or an alternate or remote assignment is unavailable to them, such member may use available leaves referred to in section 4.a. above for which they qualify.

5. Accommodations

- a. The District will follow all legal requirements for accommodations when a unit member claims a disability as defined by applicable law.
- b. The parties agree to maintain the confidentiality of communications about employee health conditions.

6. Grievance and Arbitration

All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

7. Workday/Hours/Schedule

- a. All unit members are required to be off campus not later than 3:00 p.m. each day to ensure adequate time for effective cleaning and sanitization before the next work day.

8. Meetings and Gatherings

All meetings and gatherings shall be held virtually.

9. Specific Duties

The tentative instructional schedules for TK/K and Grades 1-5 are attached. These schedules are subject to change.

a. Staffing of In-Person Instruction

The District shall initially staff in-person classroom and school site duties from a pool of unit members in each classification who volunteer to perform such duties. Assignments shall be made according to the needs of the District, coordination of the in-person instructional schedule with unit member work hours, optimal utilization of unit members, and in a manner that best serves the District’s and students’ programmatic needs. The District shall not

assign unit members from outside the pool of employees in each classification volunteering to perform in-person classroom/site duties until it has attempted to assign such duties to unit members from the pool of volunteers in that classification. Hours will be put on a timesheet for all work performed outside of a unit member's regular duty hours.

b. Isolation Room:

In the event that any student exhibits symptoms associated with COVID-19, each District school site shall maintain an Isolation Room to which that student shall be moved until picked up by his/her parent/guardian.

Among CSEA unit members, only Noon-Duty Supervisors or School Clerks shall be assigned the responsibility for monitoring the Isolation Room in the event that it is occupied by one or more student. In the event that a unit member is assigned to monitor the Isolation Room when occupied by at least one student, that unit member shall receive a one-time payment of One Hundred Dollars (\$100) for that day. Unit members shall receive training and guidance on monitoring students and symptoms to report to a school site administrator or other personnel. The District shall rotate assignment to monitoring the Isolation Room among unit members, and among unit members and non-unit members.

The District shall provide the unit member assigned to monitor the Isolation Room the necessary PPE. In the event that the unit member must quarantine as a result of close contact occurring while monitoring the isolation room, that unit member shall not be compelled to use any accrued paid leave under the collective bargaining agreement during any absence as a result of such quarantine.

c. Student Breaks/Arrival/Departure

Unit members may be assigned duties involving monitoring student arrival and departure at ingress and egress points at their school sites at the beginning and end of the in-person learning block each school day. Duties may include verifying whether students entering campus do not appear on a list of students who have not been screened for symptoms by parents/guardians before being sent to school, directing students appearing on the list to a waiting area, ensuring that students are directed to the proper waiting area or their classroom, and ensuring that students maintain the appropriate physical distancing and are wearing the required PPE.

Unit members may also be assigned duties involving monitoring students who leave class to visit the restroom. Such duties may include escorting students to the restroom, waiting outside the restroom for the student to finish, escorting students back to class, ensuring that not more than one student is in the restroom at the same time, and ensuring that students are wearing the required PPE. Unit members shall not be required, or permitted, to be in the restroom at the same time as the student.

d. Itinerant Personnel

The parties do not anticipate that unit members who customarily perform duties at more than one site will be expected to perform in-person duties, other than Behavior Management Technicians I and II ("BMT's"). To the extent that BMT's perform in-person duties at more than one site, the District shall attempt to minimize the number of sites per school day, and shall allow for reasonable travel time between sites during the work day.

e. Training

The District shall provide unit members with one (1) work day prior to the start of in-person classroom instruction to receive training provided by the District on the use of PPE, sanitation techniques, student contact, and other COVID-related safety measures.

10. Other

All bargaining unit members shall be notified as to their designated break or lunch area at their worksite as needed.

Due to the evolving nature of the pandemic, the parties reserve the right to bargain any negotiable impacts and effects related to the COVID-19 pandemic which are not covered in this or another COVID-19 MOU between the parties.

The Parties share joint interests in keeping communications open and working collaboratively as events continue to unfold during the pandemic. This Memorandum of Understanding shall expire in full without precedent on June 30, 2021, unless extended or revoked beforehand by mutual written agreement of the parties.

For Berryessa Union School District:

DocuSigned by:
Darrien Johnson 03/25/21
3B8AA80816974D9...

Darrien Johnson, M.Ed., Assistant Superintendent of Human Resources

For the California School Employees Association:

DocuSigned by:
Debbie Narvaes 03/25/21
D2193E16152E454...

Debbie Narvaes, President of CSEA Chapter 364

For California School Employees Association:

DocuSigned by:
Robin James-Utgaard 03/25/21
D42CF320F88E437...

Robin James-Utgaard, Labor Relations Representative