

MEMORANDUM OF UNDERSTANDING
In-person Instruction for the 2021-2022 School Year
Cambrian School District

and

Cambrian District Teachers Association

The Cambrian School District (“District”) and the Cambrian District Teachers Association (“CDTA”) enter this Memorandum of Understanding (“MOU”) regarding in-person instruction and operations related to the coronavirus COVID-19. As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates 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. In light of these conditions, the parties agree as follows:

1. All provisions of the 2021-2022 collective bargaining agreement (“CBA”) between the parties shall remain in full force and effect except as specifically modified by this MOU.
2. The District and Association will follow federal and state Declarations of Emergency and applicable Executive Orders from the Governor. The District will continue to follow the COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year (August 2, 2021) and Santa Clara County Public Health Department (SCCPHD) guidance, directives, resolutions, orders (“County Orders”), and any other applicable guidelines or orders issued by pertinent governmental entities during the term of this MOU. The District and Association acknowledge that the current pandemic is an ever-changing situation and that any and all updates in guidance from local, state and federal authorities may require changes to district safety guidelines/procedure. When conflicts or discrepancies exist between guidelines from different government agencies, the district will adhere to the most stringent guidelines.
3. 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 2021-2022 school year.
4. The parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff and the District community as events continue to unfold during COVID-19.
5. While working under an in-person learning model, a hybrid model, or a total distance learning model, or during a period of total emergency school closure ordered by the governor, bargaining unit members shall continue to receive their full compensation and benefits.

I. Professional Day and Instructional Duties

A. Back to School Night

Back to School Night 2021-2022 shall be conducted virtually.

B. Parent Meetings

With parent agreement, members shall have the option of holding parent meetings virtually. Examples of parent meetings include: SSTs, IEPs, 504s, and goal-setting conferences.

C. Emergency Closure

Should an emergency closure occur at an individual school site or districtwide, the first day of school closure will include a brief morning Zoom meeting (15-30 minutes) for attendance and to assign asynchronous work for the day. The remaining school day will be used for teacher preparation.

D. Providing Instruction for Quarantining Students

We have a shared expectation that students will have access to grade level-appropriate work, provided by the classroom teacher, for the duration of the student(s)' absences. Teachers, grade levels, departments and school sites will work to create a consistent approach that meets the individual needs of the student(s). This may include room and Zoom, Google classroom/Seesaw lessons, and/or packets as appropriate for the student(s).

II. Independent Studies

- A. Teachers receiving students who are returning from fulltime Independent Study shall have 24-48 hours' notice prior to transitioning them into the classroom.
- B. TOSAs will provide a profile of returning student(s) to the receiving teacher(s).

III. Teacher Safety

- A. When a Bargaining Unit member enters a district worksite, the Bargaining Unit member shall be responsible for following all current Cambrian School District and Santa Clara County Public Health Department guidelines.
- B. The District shall provide educational materials and/or communication, available in different languages whenever possible, to families regarding COVID-19 safety protocols.
 - a. Arrival and dismissal
 - b. Site-specific COVID-19 protocols
 - c. Ventilation
 - d. Use of face coverings
 - e. COVID-19 screening practices
 - f. Sanitizing high-touch surfaces
 - i. Examples of high-touch surfaces include: Light switches, door handles, faucets, bathrooms.
 - g. Vaccination and COVID-19 testing
 - h. Visitors/Volunteers
- C. Face Mask Requirements

Unit members are encouraged to bring masks/face coverings that comply with public health guidelines. However, the District shall provide such PPE to all unit members and students who are required to be at school sites and who do not have the proper equipment of their own.

- a. Face masks are required to be worn properly at all times by all individuals on a school worksite, indoors, except when unit members are alone in their classrooms, subject to the most current state and county guidance.

- b. Students are required to wear face coverings indoors at all times.
 - i. Face masks shall not be required for individuals if there is a medical contraindication verified in writing from a medical professional according to the Industry Guidance. Persons exempted from wearing a face covering due to a medical condition, must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.
 - ii. Members will be informed of any students who are unable to wear a face covering based on a recommendation from a doctor.
- c. Students and staff will be encouraged to wear masks outdoors except when eating, drinking or engaging in physical activity.

D. Personal Protective Equipment

The District will ensure hand sanitizer is available at or near all workstations and occupied classrooms, and will ensure adequate supplies to support healthy hygiene behaviors, including soap, tissues, no-touch trash cans and face coverings. In his/her classroom, each teacher shall have:

- a. Additional student masks
- b. One container of wipes
- c. At least one hand sanitizing container or station
- d. One box of nitrile gloves
- e. Portable plexiglass shield(s), face shield(s), and medical gowns available upon request

Teachers shall be responsible for notifying the school office when they are in need of additional PPE or sanitizing supplies.

E. Inclement Weather

Leadership teams will work with principals to develop plans/schedules to maximize space for indoor recess and lunch. Examples of inclement weather include: Rain, "Spare the Air" days.

F. HVAC

The District shall ensure that all HVAC systems operate on the mode which delivers the most fresh air changes per hour.

a. Ventilation and Air Quality

All ventilation systems shall meet the recommendations in the [CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Consideration for Reopened Schools.](#) HVAC systems shall be equipped with MERV-13 purifying filters, which will be changed at the

recommended intervals of every three months and routinely monitored for efficacy. The checklist will be available in the front office of each site.

G. Vaccinations

- a. Verification of vaccination will be requested of all district employees. The District will maintain confidentiality regarding vaccination status as required under Federal and State Law. Members who decline to disclose vaccination status will be required to follow guidelines for unvaccinated staff.
- b. The District shall follow Federal Guidelines from the EEOC regarding members who cannot get vaccinated due to a disability (covered by the ADA), have a disability that affects their ability to have a full immune response to vaccination, or have a sincerely held religious belief or practice (covered by Title VII of the Civil Rights Act of 1964).

H. COVID Testing

The District shall follow and implement the K-12 school-based COVID-19 testing strategies for school year 2021-22 from the CDPH. (June 16, 2021)

- a. The District shall provide PCR and/or rapid testing at each site at a cadence recommended by the CDPH guidance for all staff members who do not provide verification of vaccination.
- b. In the event of a confirmed exposure at a site, the District shall provide PCR and/or rapid testing for all individuals who may have been exposed.
- c. The District will offer regularly scheduled optional COVID-19 testing for staff and students.
- d. For students participating in athletics, the District will follow state guidance for COVID-19 testing.
- e. Members who have had COVID-19 in the previous 90 days and remain asymptomatic will not be required to test.
- f. The District shall continue to report positive COVID cases to both the CDTA co-presidents and the local health department, in accordance with CDPH guidance.

L. Contact Tracing and Notification

- a. The District shall follow the CDPH guidelines for contract tracing and notification. As guidance changes, the District shall update CDTA.
- b. The Director of Buildings and Grounds will be notified by the site administration to arrange for cleaning and disinfection of the classroom and primary spaces where the case spent significant time.

M. Quarantine

The District shall follow the CDPH guidelines. As guidance changes, the District shall update CDTA.

IV. Evaluation

For permanent employees, the evaluation cycle from 2020-21 will be moved to 2021-22. All other subsequent cycles for permanent employees shall be adjusted one year forward.

V. Leaves

1. The District agrees to comply with all elements of SB 95, 2021 COVID-19 Supplemental Paid Sick Leave (March 29, 2021).
2. SB95 is currently expected to expire on September 30, 2021. The Parties agree to meet to discuss the status of the legislation and to discuss how to address leave for members who fall under SB95.
3. Per Ed Code 44964, the governing board of any school district may provide for the leave of absence from duty and may grant compensation during the leave of absence to any employee of the district who is employed in a position requiring certification qualifications and who is compelled to absent himself from his duties because of accident or illness, whether or not the cause of absence arises out of and in the course of the employment of the employee, or because of quarantine which results from his contact with other persons having a contagious disease while performing his duties, or because of temporary inability to perform the services required of him because of illness, accident, or quarantine. In such cases, the District shall work with Bargaining Members to obtain Workers' Compensation benefits.

VI. Special Education

1. Student Services will continue to meet with the Special Education teachers and service providers to support meeting the CDPH guidelines for each program. Student Services recognizes that each program has its own set of unique challenges with returning to in-person services.
2. 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 in Special Education related to the COVID-19 pandemic in the 2021-2022 school year.

VII. Duration

1. This MOU shall expire in full without precedent on June 30, 2022, unless extended by mutual written agreement.
2. This MOU resolves the negotiable effects of school reopening due to the new coronavirus (COVID-19). The parties agree this MOU is not precedential nor does it create a past practice.
3. The District will make all good faith efforts to follow the guidelines issued by the SCCPHD and CDPH with respect to its response to the COVID-19 pandemic, including providing a safe workplace and providing COVID-19 information to its employees.
4. This MOU shall expire on the earlier of June 30, 2022 or at such time as the public health emergency relating to COVID-19 is determined to be over by the SCCPHD Officer; however, the parties may extend this MOU by mutual written agreement.

Superintendent

Kristy Schwartz

Assistant Superintendent

[Signature]

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