

CORONADO UNIFIED SCHOOL DISTRICT

COVID-19 PREVENTION PROGRAM

PURPOSE

In an effort to protect the health and safety of our employees, Coronado Unified School District has prepared a COVID-19 prevention program (“Program”) intended to provide information related to the prevention of coronavirus, describe Coronado Unified School District policies, procedures and practices to keep employees safe and to help prevent the spread of coronavirus in the workplace.

This Program is applicable during the current COVID-19 public health emergency. The protocols outlined in this document will be modified based on the ongoing and updated guidance from the Center for Disease Control (“CDC”), state and local public health agencies, and Coronado Unified School District operations.

The Prevention Program is intended to comply with state and local law regarding employees’ safety including Labor Code §6400 which requires that every employer must furnish employment and a place of employment that is safe and healthful for the employees therein.

The Deputy Superintendent has overall responsibility for handling Coronado Unified School District's COVID-19 Prevention Program. In addition, Coronado Unified School District expects all managers and supervisors to implement and maintain the Program in their departments and assigned areas.

SCOPE

This policy applies to all Coronado Unified School District employees and contains general prevention best practices as well as Coronado Unified School District policies and procedures related to COVID-19 in the workplace.

WHAT IS COVID-19

COVID-19 is caused by the coronavirus SARS-CoV-2. COVID-19 is a new disease, caused by a novel (or new) coronavirus that has not previously been seen in humans.

COVID-19 affects people in different ways. Infected people have reported a wide range of symptoms - from mild symptoms to severe illness. Some infected individuals have no symptoms at all. Symptoms may appear 2 to 4 days after exposure to the virus. People with these symptoms may have COVID-19:

- Fever
- Chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches.

- Headache
- Loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Laboratory testing is necessary to confirm an infection.

COVID-19 TRANSMISSION

The virus that causes COVID-19 is thought to spread mainly from person to person through respiratory droplets produced when an infected person vocalizes, exhales, coughs or sneezes. These droplets can enter the respiratory tract (mouth, nose, and lungs) of people who are nearby and cause infection. Particles containing the virus can travel more than 6 feet, especially indoors, so physical distancing must be combined with other controls, including wearing face coverings and hand hygiene, to be effective. Spread is more likely when people are in close contact with one another (i.e., within six feet) while not wearing face coverings.

Although it is not considered to be the primary way the virus spreads, transmission may be possible by touching a surface or object that has the virus on it and then touching their own mouth, nose, or eyes.

INFECTION PREVENTION MEASURES – CONTROL OF COVID-19 HAZARDS

Coronado Unified School District, to the extent possible, will implement the following guidelines and practices to mitigate employee exposure to the coronavirus in the workplace:

1. Where possible encourage and require remote work.
2. Use of video and/or telephonic meetings, and the establishment of guidelines for maintaining a distance of at least six feet between persons, whenever possible.
3. Distribute posters, notices, and/or signage to each work site to be displayed in common areas that provide physical distancing guidelines.
4. Encourage sick employees to stay home.
5. If an employee becomes symptomatic with COVID-19 while at work, they will be asked to leave the workplace and seek medical treatment, depending on the symptoms.
6. Coronado Unified School District will adhere to state guidance and local public health requirements regarding the prearrangement of office and workplace furniture to maintain physical distancing.

7. To the extent supplies are in stock and readily available for distribution, employees will have access to appropriate hygiene products in the workplace.
8. Coronado Unified School District encourages frequent hand washing with soap for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility. Hand sanitizer does not work if the hands are soiled so every effort must be made to wash hands before applying hand sanitizer.
9. Provide and require employees to use face coverings. Face coverings must be worn whenever a Coronado Unified School District employee comes within six feet of another employee. The face covering requirement does not apply to employees who have trouble breathing or who have a medical or mental health condition that prevents the use of a face covering. However, if possible affected employees must wear an alternate form of face covering like a shield.
Note: Face coverings are not considered respiratory or personal protective equipment (“PPE”), but combined with physical distancing, they help prevent infected persons without symptoms or who are pre-symptomatic from knowingly spreading the coronavirus.
10. Coronado Unified School District will maximize, to the extent possible, the quantity of outside air into our buildings and workplaces with mechanical or natural ventilation.
11. Coronado Unified School District will place signs and/or instructions in common areas (for example, reception area, break rooms, public common areas, et cetera) to communicate physical distancing requirements and to provide other COVID-19 infection prevention information to the general public entering the workplace, the work site and buildings.

INVESTIGATION, IDENTIFICATION AND CORRECTION OF COVID-19 HAZARDS

Coronado Unified School District takes seriously its obligation to locate, identify and correct potential COVID-19 hazards in the workplace. The following will be implemented:

1. Evaluate employee workspaces for potential hazards. Employees are encouraged to identify and bring to management’s attention potential COVID-19 hazards in their workspace.
2. Conduct periodic inspections of the facility to identify and correct potential hazards that exist in common areas, high traffic areas, and other areas frequented by employees and the public.
3. Evaluate Coronado Unified School District policies and procedures, work practices, and staffing issues to determine whether any of our processes or policies can be changed or amended to reduce or eliminate COVID-19 hazards.

4. Coronado Unified School District will conduct workplace specific evaluations of hazards following any positive COVID-19 case in the workplace.
5. Coronado Unified School District will conduct an investigation to identify and eliminate COVID-19 hazards. In order to protect employees in the workplace it will also investigate each positive COVID-19 case to help identify those employees who were in close contact with the infected employee and require all those potentially exposed to quarantine as required by law.
6. Coronado Unified School District will regularly evaluate the workplace for compliance with this program.
7. Unsafe and unhealthy hazards, work conditions, practices, policies or procedures will be documented and corrected in a timely manner based on the severity of the hazards. Correction priority and correction times will be based on the immediacy of the unsafe or unhealthy hazard.

EMPLOYEE RESPONSIBILITIES

During the COVID-19 public health emergency, Coronado Unified School District employees have a collective responsibility to ensure the protection of all people in the workplace to comply with Coronado Unified School District policies and the latest local public health guidelines to mitigate coronavirus risk to themselves and anyone visiting the work site. Employees have the following affirmative responsibilities:

1. Employees must self-screen for COVID-19 symptoms prior to entering the facility for their shift and should stay home and seek medical treatment if they experienced any of the following symptoms in the past 48 hours:
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - Diarrhea

2. Employees must immediately report any symptoms of COVID-19 they experience whether the symptoms developed while at work or elsewhere. Employees must also promptly disclose positive COVID-19 tests.
3. An employee must stay home if they are sick, follow public health agency guidelines, and contact their supervisor or manager for further instructions.
4. Employees who are out ill with fever, cough, shortness of breath, or other acute respiratory symptoms that affect normal breathing who have not been tested for the COVID-19 virus or who have tested negative for the COVID-19 virus, must consult with their physician and their manager before physically returning to work.
5. Employees must cooperate with Coronado Unified School District in any investigation related to the onset of illness, date of symptoms, others with whom the employee had close contact, and coronavirus testing among other topics. The investigation will help Coronado Unified School District to identify employees who may have been exposed and quarantine them so there is no further workplace exposure.
6. All staff shall be periodically tested by a health care professional as recommended by the CDPH. Testing schedules shall be arranged to minimize delays and results shall be delivered to the staff member promptly, with all relevant privacy rights preserved.
7. Employees who test positive for the COVID-19 virus must not return to work until the following occurs:

When Symptomatic:

- At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever and reducing medications;
- COVID-19 symptoms have improved;
- At least 10 days have passed since COVID-19 symptoms first appeared.

When Asymptomatic

Employees who test positive but never developed COVID-19 symptoms shall not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

7. Employees who return to work following an illness must promptly report any recurrence of symptoms to their immediate supervisor.
8. Employees shall practice physical distancing and remain at least 6 feet apart when practicable. When it is not practicable employees must wear face coverings. Ways to

maintain physical distancing include working from home when practicable, and by using video or telephonic meetings as much as possible.

9. Employees must avoid shared workspaces (desks, offices, and cubicles) and work items (phones, computers, other work tools, and equipment) whenever possible. If employees must share workspaces, clean and disinfect shared workspaces and work items before and after use.
10. Employees shall wash hands with soap and water for at least 20 seconds and/or use hand sanitizer after interacting with people and after contacting shared surfaces or objects.
11. Employees shall cover coughs and sneezes and avoid touching eyes, nose, and mouth with unwashed hands.
12. Employees must avoid sharing personal items with co-workers (for example, dishes, cups, utensils, towels).
13. Employees shall notify their manager or supervisor if any washing facilities do not have an adequate supply of suitable cleaning agents, water, single-use towels, or blowers.
14. No employees shall bring cleaning products and/or disinfectant into the workplace that had not been approved by Coronado Unified School District.

PERSONAL PROTECTIVE EQUIPMENT

While engineering and administrative controls are considered more effective in minimizing exposure to COVID-19, personal protective equipment (PPE) may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies. During the outbreak of infectious diseases, such as COVID-19, recommendations for PPE specific to occupations or job tasks may change depending on the updated risk assessments for workers, and information on PPE effectiveness in preventing the spread of COVID-19.

Coronado Unified School District will supply all necessary and required PPE.

Coronado Unified School District will clean any soiled PPE and replaced any damaged PPE. If employees wish to use additional PPE, they must make the request of the manager or supervisor who will approve usage. Managers and supervisors will approve all reasonable requests.

CLEANING AND DISINFECTION POLICY AND PRACTICE

The Coronado Unified School District recognizes that high traffic and high touch common areas in the workplace need to the extent possible cleaning and disinfecting to limit the spread of the COVID-19 virus.

Coronado Unified School District will assign personnel and establish routine schedules to clean and disinfect common areas and objects in the workplace. This includes, but is not limited to, copy machines, containers, counters, tables, desks, chairs, benches, door handles, knobs, drinking fountains, refrigerators, vending machines, restroom and bathroom surfaces, elevator buttons, and trash cans.

The process of disinfecting includes providing disinfecting products that are EPA approved for use against the virus that causes COVID-19 and following the manufacturer's instructions for all cleaning and disinfection products (for example, safety requirements, PPE, concentration, contact time).

RESPONDING TO CONFIRMED OR SUSPECTED COVID-19 CASES

When required Coronado Unified School District will consult with state and local public health agencies for mitigation practices and responsible protocols. Coronado Unified School District will follow the California Health Department strategies, listed below, for returning employees to work. The following are considered minimum criteria for return to work and some variation may occur depending on individual cases, our local public health department and unique circumstances. Negative COVID-19 tests are not required in order to return to work.

Symptomatic Positive: Employees with symptoms who are laboratory confirmed to have COVID-19.

1. At least 24 hours have passed since resolution of fever without use of fever reducing medications; and
2. At least 10 days have passed since symptom onset; and
3. Symptoms are improving.

Asymptomatic Positive: Employees who have never had symptoms and are laboratory confirmed to have COVID-19. A minimum of 10 days have passed since the date of their first positive COVID-19 tests.

Symptomatic Negative: Employees who had symptoms of COVID-19, but test results returned negative. May return 72 hours after symptoms resolved OR 10 days have passed since symptom onset and symptoms are improving.

Asymptomatic Negative: Employees who never had symptoms but were tested due to a close contact with a laboratory confirmed case patient and were negative. Employees should quarantine at home for 14 days after the last known contact with the case-patient. Symptoms can develop even after testing negative within 14 days of exposure. The local health department and Cal/OSHA may consider allowing an earlier return to work only if an employee in a critical infrastructure industry in which the essential operations of the workplace would be compromised

by quarantine of the employee and no alternate staff can perform the role. It must be shown that the removal of the employee would create an undue risk to a community's health and safety.

Symptomatic Untested/Presumed Positive: Employees who had symptoms of COVID-19 but were not tested. Testing is encouraged, If an employee cannot be tested or refuses to be tested, use the same criteria for return to work as Symptomatic Positive cases.

Asymptomatic Untested: Employees who had close contact to a laboratory confirmed case at work, home, or in the community and do not have symptoms **or** employees who refuse or are unable to be tested after close contact with a laboratory-confirmed case, despite recommendation for testing from local health department or healthcare provider, and do not have symptoms. Employees should be quarantined at home for 14 days after the last known contact with the case-patient. Testing is highly recommended; if testing has not occurred the local health department and Cal/OSHA may consider allowing an earlier return to work only if an employee in a critical infrastructure industry in which the essential operations of the workplace would be compromised by quarantine of the employee and no alternate staff can perform the role. It must be shown that the removal of the employee would create an undue risk to a community's health and safety. If symptoms develop then the criteria for Symptomatic Positive cases will apply.

If an employee tests positive for COVID-19, Coronado Unified School District will immediately inform co-workers of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). Coronado Unified School District will also investigate any confirmed COVID-19 illness to determine and mitigate any work-related factors that may have contributed to the risk of infection.

Coronado Unified School District will provide no cost testing during work hours to all employees who must be quarantined and excluded from the workplace as required by law.

Cleaning and Disinfecting Following a Confirmed COVID-19 Case.

1. Temporarily close the general area where the infected employee or guest worked/visited until cleaning has completed.
2. If possible, open outside doors and windows and use ventilating fans to increase air circulation in the area. Wait 24 hours or as long as practical before cleaning and disinfecting the area.
3. Conduct deep cleaning of the entire general area where the infected employees worked and may have been, including break rooms, restrooms and travel areas with a cleaning agent approved for use by the EPA against the coronavirus.
4. Custodial personnel cleaning the area must be equipped with a proper personal protective equipment for COVID-19 disinfection (disposable gown, gloves, eye protection, or mask, if required).

SYSTEM FOR COMMUNICATION

Communication between employees and Coronado Unified School District on matters relating to COVID-19 mitigation and response is important to ensure employees' safety while in the workplace. Therefore, Coronado Unified School District has a communication system that is intended to accomplish clear and concise exchange of information by providing a single point of contact for managers and supervisors. Employees are encouraged to freely communicate with their supervisors and managers with regard to coronavirus symptoms, possible exposures, workplace concerns, and suggestions for correction of potential hazards without fear of reprisal.

1. All Coronado Unified School District employees are encouraged to report to their immediate manager or supervisor concerns regarding COVID-19 mitigation practices or possible COVID-19 exposure in the workplace.
2. Managers and supervisors who, after assessing the concern, determine that additional guidance or assistance is required shall contact the Deputy Superintendent who will triage the report and notify essential personnel for an appropriate response.
3. If an employee has a disability, medical or other condition that put them at increased risk of severe COVID-19 illness and an accommodation is needed they are encouraged to report it to their supervisor or manager. Coronado Unified School District will evaluate the request and determine, with input from the employee and their health care provider, whether the employee can be accommodated.
4. When required by law, Coronado Unified School District will provide COVID-19 testing to potentially exposed employees.

Cohort Notifications. When Coronado Unified School District is notified of a positive COVID-19 test result of a person who has been on site, the District Nurse will work with the Site Administrator or Department Administrator to identify and notify all staff who may have been potentially exposed.

MULTIPLE COVID-19 INFECTIONS AND COVID-19 OUTBREAKS

Coronado Unified School District will adhere to the following policies and practices should the workplace experience a COVID-19 outbreak or major outbreak.

A COVID-19 outbreak is defined as 3 or more cases of COVID-19 in a 14 day period.

A major COVID-19 outbreak is defined as 20 or more cases of COVID-19 in a 30 day period.

1. Coronado Unified School District will provide the legally mandated COVID-19 testing to all exposed employees in the workplace except those who were not present during the period of an

outbreak. The testing will be provided at no cost to the employees and will occur during working hours.

2. All employees will be tested as frequently as required for a COVID-19 outbreak or a major COVID-19 outbreak. Additional testing will be provided when deemed necessary by Cal/OSHA.
3. We will quarantine and exclude all COVID-19 cases and those exposed to the COVID-19 cases as set forth above in **Responding to Positive or Suspected COVID-19 Cases in the Workplace**.
4. Coronado Unified School District will immediately investigate and determine possible COVID-19 hazards that may have contributed to the outbreak in accordance with **Investigation, Identification, and Correction of COVID-19 Hazards and Responding to Positive or Suspected COVID-19 Cases in the Workplace**.
5. Coronado Unified School District will perform a review of its COVID-19 policies, procedures, and controls and implement changes where needed. The investigation and review will be documented and include review of:
 - a. Leave policies and practices to insure employees are encouraged to remain home when sick.
 - b. COVID-19 testing process.
 - c. Insufficient outdoor air.
 - d. Lack of physical distancing, face coverings or use of other PPE.
 - e. Evaluation of mechanical ventilation, and, if possible, filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the system. We will evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other cleaning systems would reduce the risk of transmission.
 - f. Determine the need for additional respiratory protection.
 - g. Determine whether to halt some or all operations until the COVID-19 hazard has been corrected.
 - h. Implement any other control measures as required by Cal/OSHA.
6. Notify the local health department and any other agency as required by law.

POTENTIAL BENEFITS AVAILABLE TO EMPLOYEES WHO MUST QUARANTINE

Employees may be entitled to the following COVID-19 benefits under applicable federal, state, or local laws, including, but not limited to, COVID-19 related leave, company sick leave,

state-mandated leave, supplemental sick leave, negotiated leave provisions and workers compensation:

Leave of Absences. Leave policies available to Coronado Unified School District employees are described in the attached ACT Reopening MOU and CSEA Reopening MOU as well as the bargaining unit contracts. The Human Resources Department can provide an employee with their individual leave balances and options.

Workers' Compensation Benefits. If you believe you contracted a COVID-19-related illness as a result of your employment, you may be entitled to workers' compensation benefits. If it is determined the COVID-19-related illness arose out of and in the course of employment, you may be entitled to compensation including full hospital, surgical, and medical treatment, disability indemnity, and death benefits. To file a workers' compensation claim, please notify your employer that you believe your COVID-19-related illness is work-related and file a DWC 1 Claim Form pursuant to Labor Code Section 5401.

Earnings Continuation. If the COVID-19 exposure is work related and the employee is required to quarantine and the employee is able to work and work from home or temporary work is unavailable, the employee may be entitled to earnings and benefit continuation.

REPORTING, RECORDKEEPING, AND ACCESS

Coronado Unified School District is committed to following all local and state law requiring reporting, recordkeeping, and access to records. It is our policy to:

1. Record and track all COVID-19 cases, including the date of a positive test, as required by law. The record will be made available to employees, authorized employee representatives, or as otherwise required by law. All identifying information will be removed prior to providing access.
2. Report information about COVID-19 cases to the local health department when required by law and to provide the local health department all requested information.
3. Immediately report to Cal/OSHA any COVID-19 related serious illness or death, as defined by law, occurring in the workplace.
4. Keep and maintain records of Coronado Unified School District's efforts to implement the written COVID-19 Prevention Program.
5. Make the COVID-19 Prevention Program available to employees, authorized employee representatives, and to Cal/OSHA immediately upon request.

EMPLOYEE TRAINING

Coronado Unified School District will provide training in the general description of COVID-19, symptoms, when to seek medical attention, how to prevent the spread, and the employer's procedures for preventing its spread at the workplace. The training may consist of reviewing written documentation, in-person presentation, online video training and/or acknowledgment of receipt of the Coronado Unified School District COVID-19 prevention program.

Employees will be notified of the training and all employees are required to participate.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CORONADO UNIFIED SCHOOL DISTRICT
AND THE
ASSOCIATION OF CORONADO TEACHERS
REGARDING COVID-19 CORONAVIRUS AND OPENING SCHOOLS FOR THE 2020-21 SCHOOL YEAR
August 11th, 2020**

The Coronado Unified School District (“District”) and the Association of Coronado Teachers (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the impacts and effects related to the coronavirus (“COVID-19”) pandemic, and the opening of schools for 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. 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:

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, offices, computer or scientific laboratories, study halls, or any other common space on a school campus.
- 1.02 “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.
- 1.03 “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.
- 1.04 “Face Coverings” – cloth face coverings or non-medical grade masks as recommended by federal, state, and local public health guidance.
- 1.05 “Hand Sanitizer” – this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC and FDA Advisories.)

- 1.06 "Personal Protective Equipment" – this refers to medical grade 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 medical grade masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, gowns, etc.
- 1.07 "Physical Distancing" – also known as social distancing to help decrease the spread of the virus by increasing the space between people and reducing the number of different people with whom a person interacts, as recommended by state and local health officials.
- 1.08 "Workspace" – any location where a unit member can reasonably be expected to be required to perform assigned duties.

2.0 ADHERENCE TO HEALTH GUIDANCE

- 2.01 For all times that unit members will be in a District school site or workplace, the District shall adhere to the COVID-19 guidelines and orders issued by California Department of Public Health ("CDPH") and the County Public Health Department. The provisions below are intended to specify how these guidelines and orders will be implemented when unit members are in District schools or workplaces. This MOU is also intended to incorporate and adhere to any future changes to these guidelines and orders. If those changes materially affect any of the provisions below, such that the provision is no longer compliant with CDPH or County Public Health Department guidelines and orders, the Parties agree to meet as soon as possible to negotiate the impact and effects of that change.

Personal Protective Equipment ("PPE")

- 2.02 The District shall provide PPE to the school nurse and other unit members who work with students who have moderate to severe disabilities. Unit members in other positions may request to receive PPE. The District will process those requests on a case-by-case basis and, if necessary, pursuant to the interactive process.
- 2.03 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.
- 2.04 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- 2.05 If the District fails to provide the necessary PPE for the day, individuals without PPE will be sent home for the day. Unit members sent home due to lack of PPE will receive their full daily rate of pay. Any in-person classes taught by the unit member will resume when the necessary PPE is available.

Face Covering Requirements/Masks

- 2.06 The District shall make available and require unit members to use facial coverings (“masks”) in accordance with CDPH and County Public Health Department guidelines and orders. Face coverings are required to be worn properly (covering mouth and nose) at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in grades 3-12 (highly recommended for grades TK-2), all administrators, and any visitors on campus over two years of age. The District shall develop and share with staff prior to the start of in-person instruction a plan to deal with students and others who are not in compliance with the face covering requirements.
- 2.07 For unit members who are exempt from wearing a face covering, because of a reason permitted by CDPH and County Public Health Department guidelines and orders, the District and unit member will discuss whether a non-restrictive alternative can be utilized, such as face shields with neck drapes tucked into the shirt. If a non-restrictive alternative is not available or practicable, the District and unit member may discuss reasonable workplace alternatives, including working remotely or in a different assignment.
- 2.08 N95 respirators shall be provided to unit members eligible to receive PPE based on provisions in 2.01.

Hand Washing Requirements

- 2.09 All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering District sites and every time a classroom or shared workspace is entered.
- 2.10 The District shall comply with the following hand washing requirements for unit members who report to their school and worksites:
 - 2.10.1 Every room with a sink shall have running water and will be stocked with soap, medically effective hand sanitizer, and hand drying equipment.
 - 2.10.2 Every classroom shall be provided medically effective hand sanitizer.
 - 2.10.3 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
 - 2.10.5 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.
 - 2.10.6 Disposable gowns shall be provided to unit members who are eligible to receive PPE.

Protective Shielding

- 2.11 Individuals not working in classrooms but who must interact with the public (such as but not limited to office workers) shall have a Plexiglas or similar barrier between their workstation and the public.

Physical Distancing

Classroom/Instructional/Academic Learning Spaces

- 2.12 The District shall ensure minimum physical distancing of six (6) feet between unit member and student desks, between employees and between all employee workspaces. The District will also ensure minimum physical distancing of six (6) feet between students, whenever practicable, as recommended by state and local health officials. If state and local health officials update physical distancing recommendations to allow for less than six (6) feet in any of the above scenarios, the District will adhere to those updated recommendations.
- 2.12.1 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.
- 2.12.2 All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.
- 2.13 In a school setting where the minimum physical distancing requirement is insufficient to provide necessary academic instruction, the District shall consider and, if practicable, implement alternatives to reduce possibilities for infection. These may include, among other things, plexiglass barriers and/or face shields with neck drapes. Time spent in close proximity shall be minimized to the extent possible.
- 2.14 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.
- 2.15 The District shall structure all work assignments to minimize as much as possible the number of total contacts for all people at a school or worksite.

Student Lunch

- 2.16 Physical distancing of six (6) feet shall be maintained between students, between staff and students, and between all staff during their lunch period(s), as provided in 2.09 above.
- 2.17 Staff lounge capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff lounge.
- 2.18 If the District requires students to stay in class for lunch and the unit member must supervise those students, the District shall compensate unit members for the loss of their duty-free lunch at the unit member's non-per diem hourly rate of pay and arrange for cleaning of the space at the conclusion of lunch.

School Ingress and Egress Points

2.19 Since students, parents, and staff tend to congregate in large groups at access points before and after school, and the CDPH recommends minimizing congregation as much as practicable:

2.19.1 School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school.

2.19.2 Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming to school for in-person learning.

2.19.3 Unit members shall not be assigned to monitor campus ingress and egress locations, except as necessary for elementary school unit members to ensure adequate student supervision per past practice. If a unit member is asked to monitor ingress and egress for any amount of time, they will be compensated for time worked at the per diem daily rate.

2.19.4 School sites may designate staggered start and end times for cohorts, but any staggered start or end times shall not change the regular work hours for unit members.

Break Times/Student Recess Duties

2.20 School site administrators, in consultation with unit members, shall create plans and schedules that provide recess and break times for both students and unit members consistent with the following:

2.20.1 All recess and break times shall be designed to maintain physical distance requirements and to maintain cohort stability.

2.20.2 All recess and break times shall be staggered, whenever practicable, to minimize the number of different people with whom staff and students interact.

Staff Meetings and Gatherings

2.21 During distance learning only, in-person meetings shall be held virtually. Examples of in-person meetings covered by this section include staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, student assessments and parent-unit member conferences. When in-person instruction resumes, in-person meetings may occur only if the meeting is in compliance with state and local guidelines, including physical distancing limitations. This paragraph does not preclude holding an in-person meeting if doing so is required by law, so long as the meeting is compliance with state and local health guidelines (e.g., compliant with physical distancing and face covering requirements).

- 2.22 Large in-person gatherings (e.g., school assemblies) are prohibited unless in compliance with state and local guidelines or otherwise required by law.
- 2.23 Notwithstanding sections 2.18 and 2.19, all other provisions of the CBA regarding meetings apply. This includes that site administrators may continue to meet in-person with unit members who voluntarily report to their school sites.

Other Health and Safety Issues

Daily Cleaning and Disinfecting

- 2.24 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, 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.
- 2.25 Daily cleaning and disinfecting as described in Section 3.17 shall be done by trained staff, which may include unit members who elect to clean their own work areas.
- 2.26 Unit members who elect to clean their own workspaces will follow the manufacturer's instructions for use of all cleaning and disinfection products (e.g., concentration, application method, contact time, personal protective equipment, etc.).
- 2.27 Upon request of the Association, the District shall provide copies of all Safety Data Sheets ("SDSs") required to be maintained by Cal-OSHA.

Air Ventilation and Filtration

- 2.28 All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.
- 2.29 The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air as recommended by state and local guidelines and as permitted by the HVAC systems currently in place. HVAC air filters shall be changed at the recommended intervals.

Health Screening, Testing, Notification, and Contact Tracing

- 2.30 The District shall ensure that all persons visiting a school site, including students, employees, and visitors, are screened for symptoms associated with COVID-19 infection prior to entering school, as recommended by state and local guidelines.
 - 2.30.1 Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person learning occurring.

- 2.30.2 All unit members will be trained on these protocols and procedures, but will have no expectation to perform screenings. Unit members will be expected to know how to identify and address students displaying symptoms associated with COVID-19.
- 2.31 If a unit member, other employee or student is showing symptoms associated with COVID-19, has had close contact with a confirmed COVID-19 infection, or has a confirmed COVID-19 infection, the District will comply with all guidelines in the CDPH document, *COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year*. This will include, among other requirements, promptly notifying and sending home known contacts for a required quarantine period, if applicable.
- 2.32 In the event that an individual with a confirmed COVID-19 infection was on school grounds, the District shall notify the Association President within one calendar day of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period. This notification will preserve confidentiality required by state and federal laws.
- 2.33 All bargaining unit members shall be periodically tested by a health care professional as recommended by the CDPH. Testing schedules shall be arranged to minimize delays and results shall be delivered to each unit member promptly, with all relevant privacy rights preserved. The District will, whenever possible without disrupting student instruction, arrange for testing during the unit member's contract hours. The District will pay for the cost of the test.

3.0 DAYS AND HOURS

- 3.01 Unit members shall adhere to the duty day requirements in Article 15 of the Collective Bargaining Agreement. Daily work schedules shall be provided by the school site administration at least two weeks prior to instruction or a return to in-person instruction. The District shall structure the class schedule to minimize as much as possible the number of total contacts, distance unit members must travel between classes, and assist those who have physical barriers to such movement.
- 3.02 Unit members shall work, whether for in-person or remote instruction, according to the bargaining unit member start and end times consistent with past practice. If the school develops staggered start and end times, bargaining unit members shall adjust their contractual start and end times so that the overall duty day remains the same as provided for in Article 15.
- 3.03 School site protocols will be developed to minimize interaction of bargaining unit members, staff, students, and parents prior to the daily opening of the classroom space for in-person learning.

In-Person Adjunct Duties, Committee Assignments, or Extra Duty Work

- 3.04 When only distance learning is provided to students, any and all in-person adjunct duties, committee assignments, or extra-duty positions, and any corresponding extra compensation, shall be cancelled unless such duties, assignments, or positions can be reasonably performed in a virtual setting.

4.0 LEAVES

- 4.01 If a unit member is unable to work, in-person or remotely (if applicable), the unit member may request to use any applicable leave of absence provided under the Collective Bargaining Agreement and state/federal laws. This includes paid leave under the Families First Coronavirus Response Act (currently expires Dec. 31, 2020).
- 4.02 The District will support unit members who provide documentation that they or a household contact are at higher risk of severe illness due to COVID-19. The District will first determine if the unit member can continue working in his or her current position, including in-person with reasonable accommodations in place (e.g., additional PPE) or remotely. If the unit member is unable to continue work in-person or remotely, the unit member may request to use an applicable leave of absence.
- 4.03 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.

5.0 TRANSFERS AND ASSIGNMENTS

- 5.01 If the District, once in-person instruction is permitted to resume in accordance with state and local guidelines, is able to or plans to offer full-time distance learning to certain students, the following procedures shall apply to the assignment of the remote work:
- a. The District shall post and notify all bargaining unit members of remote assignment vacancies via District email to all bargaining unit members. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least five (5) calendar days following the posting date. The unit member's request for a remote assignment must be submitted via email. The request may include the reasons for the bargaining unit member's request, including that they are seeking the remote assignment because either they or someone in their household is high risk for severe illness due to COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation, unless required by law.
 - b. Priority for remote assignments shall be given to those qualified individuals who are requesting the remote assignment because either they or someone in their household is high risk for severe illness due to COVID-19.
 - c. If after giving priority of assignment to these qualified individuals, there is additional remote work available, the remaining assignments shall be offered to the remaining qualified individuals who responded to the vacancies,. Vacancies will be filled by following procedures listed in 13.4 of the CBA.

6.0 CHILDCARE

6.01 Free childcare, if provided, will be made available to all bargaining unit members with children whose child care center or school is closed due to COVID-19. This will be available for children ages 4 and up who are not able to care for themselves. Childcare rooms shall follow all state and local guidelines. The parties understand that this provision is contingent on negotiations with CSEA and child care being allowed by state and local laws. If CUSD is unable to reach an agreement with CSEA with regard to this provision, the parties agree to meet and negotiate other options.

7.0 PAY AND BENEFITS

- 7.01 While working under any model for school opening or during a period of total school closure, bargaining unit members shall continue to receive their full compensation and benefits. Bargaining unit members who perform extracurricular duties shall continue to receive stipends and/or additional pay, as provided for under the CBA, if the duties can and are performed.
- 7.02 If a unit member elects to work remotely during a period of school closure, or if the unit member has elected to fill a distance-learning only vacancy as provided above, the unit member shall be given the opportunity to retrieve appropriate supplies and/or equipment from their classroom/workspace to help facilitate distance learning from the remote location.
- 7.03 Unit members will be reimbursed for actual and necessary expenses incurred in the performance of distance learning duties, provided that the unit member obtains prior site administrator approval and follows all other requirements in the District's expense reimbursement procedures. Reimbursement will not be available for home internet costs and other resources that are otherwise available in the unit member's classroom.

8.0 EVALUATION

- 8.01 The period of time from the start of the school year through June 30, 2021 shall not be used to evaluate bargaining unit members, unless an evaluation is requested in writing by a site administrator or a unit member. A reason for the evaluation shall be provided. This does not otherwise limit the right of site administrators to conduct observations, walkthroughs, and to provide written and verbal feedback for non-evaluative purposes.
- 8.02 District year one and year two teachers will not be exempted from the evaluations during this time period.
- 8.03 For any periods during which unit members were providing distance learning ~~only~~, the evaluation will note and take that into account, recognizing that distance learning requirements are new and unique to the 2020-21 school year.

9.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

- 9.01 If it is necessary to close schools in accordance with CDPH and County guidelines, the academic program shall consist of asynchronous learning and daily live interaction for 48 hours, at which point the school and/or District will transition to a total distance learning model until such time as it is deemed reasonably safe to return to an in-person learning model.
- 9.02 During any period of school closure caused by a confirmed COVID-19 infection, any 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.
- 9.03 The District shall communicate any 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 and by telephone.

10.0 TRAINING

- 10.01 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:
- 10.01.1 Reinforcing the importance of health and safety practices and protocols;
 - 10.01.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
 - 10.01.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;
 - 10.01.4 Health screening protocols and procedures;
 - 10.01.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
 - 10.01.6 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;
 - 10.01.7 Protocols on responding to a student or staff member testing positive for COVID-19; and
 - 10.01.8 any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.
- 10.02 The District shall provide appropriate software and training for bargaining unit members required to perform their assignment or engage with students in a virtual setting either as part of in-person learning, distance learning, or a hybrid model.

11.0 ACCOMMODATION AND SUPPORT

- 11.01 The Parties acknowledge that the interactive accommodation process under the Americans with Disabilities Act may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19. The District will, upon request, respond within five days to any unit member whose health condition is a disability, to discuss what reasonable accommodations would allow the unit member to safely and effectively perform their essential duties.
- 11.02 If a unit member has a health condition that heightens the risk of severe outcomes with COVID-19, but the health condition does not otherwise constitute a "disability" that triggers the interactive process required under the Americans with Disabilities Act, the District will work to support the unit member by discussing reasonable workplace accommodations such as distance learning or working remotely.
- 11.03 If reasonable accommodations are not practicable, the District shall work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave.

12.0 ACCESS LIMITATIONS AND WORK LOCATION

- 12.01 The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.
- 12.02 Nothing in this MOU shall be construed to limit the Association's right to access District facilities under the Educational Employment Relations Act ("EERA").
- 12.03 During any period of school or District-wide closure, unit members at the affected school site(s) may elect to work from their classroom or from a remote location. If the unit member elects to work from the classroom, the District will ensure compliance with all health and safety provisions in this agreement. If the unit member elects to work remotely, the unit member will be required to sign a telecommuting agreement. This will include, among other things, that the unit member verify that they will conduct their work in a location that is safe and free of obstructions, hazards, and distractions, and that they will report to Human Resources any serious injury or illness occurring during working hours in the remote workspace or in connection with their employment as soon as practically possible. If the District determines, at any time, that a unit member working remotely is not able to perform his or her duties effectively and/or safely from the remote location, the District may direct that the unit member work from their classroom, provided that the District can ensure compliance with all health and safety provisions in this agreement. Unit members shall not be required to work from school facilities during distance learning, unless a unit member working remotely is not able to perform his or her duties effectively and/or safely from the remote location .

13.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

- 13.01 The District and Association agree to meet and confer monthly during the pandemic to discuss the effectiveness of decisions made and any ongoing concerns. The Parties shall each select two (2) representatives chosen by the Superintendent and Association President or their designees to meet virtually in this consultation committee.

- 13.02 The District shall provide all bargaining unit members at a school site with the individual's name, cell phone number, and work email address designated as the single point of contact from each school site and/or District work location to the County Public Health Department.
- 13.03 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed, to the extent not already addressed in this MOU or the Collective Bargaining Agreement.

14.0 DISTANCE LEARNING EXPECTATIONS

14.01 **Distance Learning Expectations-** During any period in which distance learning is provided, unit members will provide and document distance learning instruction in accordance with the requirements in Education Code section 43500 et seq. This will include:

14.01.1 Unit members shall provide daily live interaction for the purposes of instruction, progress monitoring, and maintaining school connectedness. Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.

14.01.2 Academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, video conferencing and live interaction are examples of what may be combined to meet the daily minimum minutes per grade level. Video conferencing will be the preferred method of providing daily live instruction.

14.01.3 Synchronous learning refers to a learning event in which a group of participants (student(s) and educator(s)) is engaged in learning at the same time. During synchronous learning, an educator is teaching live in real time and may incorporate other media in their daily lessons connected to the standards being taught. Educators provide guidance, support, and check for understanding throughout the lesson and may provide opportunities for students to practice their learning independently.

14.01.4 Asynchronous learning refers to when the students learn material at different times and locations through a variety of methods. This may include pre-recorded lessons and learning tasks that students complete independently.

14.02 **Syllabus** – Bargaining unit members shall develop and post a syllabus with information on accessing the District's LMS system (secondary level-Power School, elementary level-Google Classroom and SeeSaw), virtual curriculum, virtual standards, contact information, grading policy, and office hours/interactive instruction.

14.03 **Scheduling** –During any period of distance learning, bargaining unit members are expected to work and be available during their normal contractual work hours and workdays, as provided in section 3.0 above. Site administrators will develop and provide unit members at their sites with daily schedules for them to follow, at least two weeks prior to instruction that will meet the instructional day requirements in Education Code section 43500 et seq.

In addition, as part of the daily schedule, unit members will provide students and parents with consistency and to avoid conflicts, support hours/interactive instruction shall be scheduled during the same times each week. Support hours shall be used to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.

14.04 **Substitute Teachers**- Unit members who are absent during distance learning will be expected to report their absences in a timely manner, as is already required, to ensure the District has adequate time to locate a substitute. Unit members will also be expected to have distance learning lesson plans ready for substitutes


14.05 **Part Time Members**- Unit members who are not 1.0 FTE will be provided a schedule that reflects their contract percentage or be compensated at the full daily rate.

15.0 DURATION

15.01 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.

15.02 This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

FOR THE ASSOCIATION:




Jennifer Landry
President, ACT

8/12/2020

Date

FOR THE DISTRICT:



8/11/2020

Date



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CORONADO CHAPTER 386 (CSEA)
AND
CORONADO UNIFIED SCHOOL DISTRICT
REOPENING OF SCHOOL 2020-2021
October 22, 2020**

This Memorandum of Understanding (hereinafter, "MOU") is entered by and between the Coronado Unified School District (hereinafter, "District") and the California School Employees Association and its Coronado Chapter #386 (hereinafter, "CSEA") regarding the negotiated effects of the District's decision to safely reopen schools and educate students in the 2020-21 school year, in compliance with state and local health and safety guidelines.

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. The parties recognize the importance of developing and implementing prudent measures to prevent District employees, students, and visitors from being exposed to or infected with COVID-19, as recommended or mandated by state and local health authorities. The parties recognize that the decision to reopen school sites in the 2020-21 school year, in compliance with local and state health guidelines, has various negotiable impacts and effects on classified unit members and that this MOU is intended to address those impacts and effects.

To these ends, the District and CSEA agree as follows:

Safety

In addition to the safety requirements already set forth in the parties' collective bargaining agreement and required by state and federal laws, the District shall adhere to applicable COVID-19 guidelines issued by the California Department of Public Health (CDPH), including the documents titled *COVID-19 Industry Guidance: Schools and School Based Programs, Guidance for the Use of Face Coverings* and *COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year*. The District shall also adhere to any additional requirements set forth by the Health Officer of the County of San Diego.

Procedures for Positive Screening, Exposure or Confirmed Infection

If a unit member, other employee or student is showing symptoms associated with COVID-19, has had close contact with a confirmed COVID-19 infection, or has a confirmed COVID-19 infection, the District will comply with all guidelines in the CDPH document, *COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year*. This will include, among other requirements, promptly notifying and sending home known contacts for a required quarantine period, if applicable.

The District will inform the CSEA chapter president, as soon as practicable, should it learn of a confirmed infection of District employees or students. It is understood that privacy rights under state and federal laws will be maintained.

Leaves of Absence

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CORONADO CHAPTER 386 (CSEA)
AND
CORONADO UNIFIED SCHOOL DISTRICT
REOPENING OF SCHOOL 2020-2021
October 22, 2020**

In the event that an employee tests positive with or has symptoms known to be associated with COVID-19, the employee may use all available leaves provided by the collective bargaining agreement and state or federal laws, including paid leave provided by the Families First Coronavirus Response Act ("FFCRA"), without fear of reprisal. Employees seeking to use such leaves must follow standard absence reporting procedures. This paragraph does not affect an employee's right to take a leave of absence for any other reason permitted by the collective bargaining agreement and state or federal laws.

If an employee takes a leave of absence pursuant to the paragraph above (due to a positive COVID-19 test or symptoms associated with COVID-19), and is medically unable to return to work upon exhausting all paid leaves, the employee may continue their District-paid health benefits through June 30, 2021. The employee may also request an additional leave of absence, paid or unpaid, pursuant to Board Policy 4261.1.

The District shall make reasonable efforts to accommodate requests by employees to care for their children whose school site or childcare centers has been closed, in full or in part, due to COVID-19. Such accommodations may include, among other things, allowing the employee to work remotely or granting a leave of absence in accordance with state and federal laws, including Labor Code section 230.8 and the FFCRA. The parties understand and agree that the term "accommodate," as used in this section, does not refer to the interactive process for accommodating employees with disabilities.

The parties recognize that, in order to comply with CDPH guidelines, the District must conduct wellness checks on employees for possible COVID-19 symptoms. If an employee reports to work but the District directs the employee to leave the school or work site, the employee will promptly comply and not have any accrued leave of absence deducted for the day. Thereafter, the employee is responsible for promptly obtaining and providing the District with verification from a health care professional that he or she has tested negative for COVID-19. The employee must provide the test result to the District within one business day of receiving the test result. The District will not deduct from accrued or other available leaves of absence if the test is negative, except the employee must use their available leaves or have their pay docked for any time delay (more than one business day) between receiving the test result and providing the result to the District. If the test is positive, the employee must, if unable to work remotely during any period of self-quarantine, use an accrued or other available leave of absence, including FFCRA leave if available. Such leave may be applied retroactively to the first workday after the employee was sent home. This paragraph does not apply to employee requests to leave work because the employee believes he or she is presenting symptoms associated with COVID-19.

If the District determines that an employee has had "close contact" with a confirmed COVID-19 infection, and that, pursuant to CDPH and County guidelines, it must direct the employee to self-quarantine for a specified period of time, the employee will promptly comply with the District's

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AND
CORONADO UNIFIED SCHOOL DISTRICT
REOPENING OF SCHOOL 2020-2021
October 22, 2020**

directive. Thereafter, during the quarantine period, the District will determine if the employee can work remotely, either in the employee's classification or out-of-classification. If the employee is unable to work remotely, the employee may use FFCRA leave, if available, during the quarantine period required by CDPH and County guidelines. If FFCRA leave is not available, the employee will be placed on paid administrative leave during the quarantine period required by CDPH and County guidelines. This paragraph does not apply to employee requests to self-quarantine because they believe they have had "close contact" with a confirmed COVID-19 infection.

At-Risk Employees

The parties recognize that the Centers for Disease Control ("CDC") has advised that individuals are at increased risk for severe illness due to COVID-19 because of certain underlying health conditions. If an employee has such an underlying health condition and that condition qualifies as a "disability" under the Americans with Disabilities Act ("ADA") or California Fair Employment and Housing Act ("FEHA"), the District and employee will promptly engage in the interactive process to discuss whether the employee can safely and effectively perform his or her essential duties, with or without a reasonable accommodation.

If the employee's underlying health condition does not qualify as a "disability" under the ADA or FEHA, the District and employee will, upon the employee's request, discuss reasonable alternatives to the employee's current assignment with the goal of ensuring the employee can safely and effectively perform his or her essential duties. Such reasonable alternatives may include, but are not limited to, whether the employee may effectively and safely work remotely, at a different location or in a different assignment. The parties understand that this discussion is outside of the accommodations process required by the ADA and FEHA.

As part of either of the processes above, the District reserves the right to request the employee to provide sufficient documentation to verify that he or she has an underlying health condition recognized by the CDC as increasing the employee's risk of severe illness due to COVID-19.

Work Hours and Compensation

Employees are expected to report to their assigned work site and adhere to their work hours, as directed by their supervisors, with sufficient notice pursuant to the CBA, during the 2020-2021 school year, subject to CDPH and County guidelines.

In the event any District school or worksite must be closed due to COVID-19, classified unit members will not suffer the loss of any pay or benefits relative to their regular schedules for the period of closure.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CORONADO CHAPTER 386 (CSEA)
AND
CORONADO UNIFIED SCHOOL DISTRICT
REOPENING OF SCHOOL 2020-2021
October 22, 2020**

All compensation to employees, including any extra hours worked, will be provided in accordance with the collective bargaining agreement.

Possible School Closure / Telecommuting

If necessary, to close a District school or worksite due to COVID-19, the affected unit members generally will not be required to report to their regular work locations. However, the District may direct unit members to perform work remotely or at an assigned work location during their work hours, to ensure that essential District services continue. If unit members are required to work remotely, the District will ensure they have access to appropriate and necessary resources to effectively complete their duties. If unit members request and receive permission to work remotely instead of at their assigned work site(s), they must adhere to the District's telecommuting policies.

If employees are permitted to telecommute, site administrator will provide equitable opportunities for employees with similar or related job duties to work remotely, so long as the position is suitable for remote work, the employee has consistently demonstrated the ability to work independently and met performance expectations, and the work arrangement does not hinder district operations.

Temporary Out-of-Class Duties

- The parties recognize that, due to the unique circumstances presented by COVID-19, it may be necessary for the District to temporarily assign duties to employees that are not reasonably related to their regular duties, in accordance with 9.3 of the CBA. Such out-of-class responsibilities may include, among other things, duties necessary for the District to ensure compliance with CDPH guidelines, such as: Instructional Aides positions being asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards.
- Office Staff, and/or Secretary positions being asked to perform temperature checks on staff or visitors.
- Any CSEA bargaining unit position being asked to help with distribution of lunch and/or other meals for students.

The parties understand and agree that the assignment of these out-of-class responsibilities will be temporary. The District will ensure, prior to assigning such out-of-class responsibilities, that the unit member is either already qualified or will receive appropriate training to perform those responsibilities. Out-of-class responsibilities will not negatively factor into a unit member's performance evaluation, nor will they negatively factor into the determination of whether a new employee passes their initial

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BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CORONADO CHAPTER 386 (CSEA)
AND
CORONADO UNIFIED SCHOOL DISTRICT
REOPENING OF SCHOOL 2020-2021
October 22, 2020**

probationary period or a promoted employee passes their trial period in the higher classification. An employee assigned with such out-of-class responsibilities will be compensated in accordance with 9.3 of the CBA.

Training

The parties recognize that, in order to ensure compliance with CDPH guidelines and provide a safe environment for students and staff, unit members will need to receive appropriate training. The District will provide training to all classified unit members in the following areas:

- Enhanced sanitation practices
- Physical distancing guidelines and their importance
- Use of face coverings
- Screening practices
- COVID-19 specific symptom identification
- Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations
- Proper use of hazardous chemicals for cleaning
- Updates to the Injury and Illness Prevention Plan (IIPP)
- State and local health standards/recommendations

The District reserves the right to provide training in additional areas as needed to ensure compliance with CDPH guidelines.

Unit members not already required to be on duty during days on which training will be provided will be paid at their regular hourly rate, unless overtime rates apply.

Cleaning and Sanitization

The District shall provide guidance on scheduling, frequency, and provide expectations for CSEA unit members. Custodians WILL NOT be required to complete daily logs or post a daily cleaning log in classrooms.

- Cleaning – Regularly assigned daily cleaning.
- Sanitization – Between cohorts and at the end of the day.
- Outbreak – Follow CDC guidelines for enhanced cleaning.

Miscellaneous

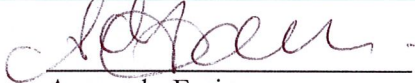
The MOU is being entered solely under context and circumstances of the COVID-19

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
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AND
CORONADO UNIFIED SCHOOL DISTRICT
REOPENING OF SCHOOL 2020-2021
October 22, 2020**

Pandemic and is not precedent setting. The parties agree that, except for subjects already addressed in this MOU and the collective bargaining agreement, CSEA has not waived its rights under the Educational Employment Relations Act.

This MOU will be effective upon ratification by each party according to their internal process and continue in effect until June 30, 2021. The parties agree to meet prior to this MOU's expiration date in the event an extension of provisions in this MOU is needed or should public health guidance significantly change. Either party wishing to negotiate such changes in guidance from health authorities may initiate negotiations.

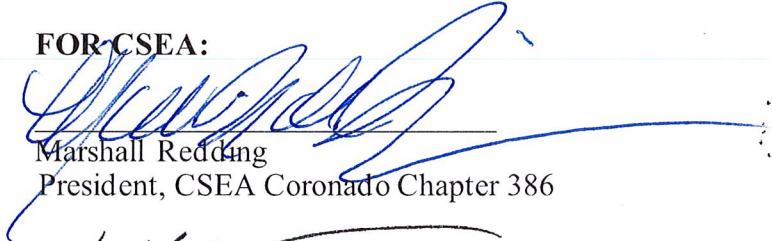
FOR THE DISTRICT:



Armando Farias
Director, Human Resources

10/29/2020

FOR CSEA:



Marshall Redding
President, CSEA Coronado Chapter 386



Alfredo Alvarez, LRR