PAEA Counter 09-15-20 12:45pm PAUSD Counter 09 15 20 10am to PAEA to PAUSD 9/12/20

09 16 20 4:15pm PAUSD Counter to PAEA 09 15 20 12:45pm

9 16 20 7:05 PAEA to PAUSD Counter

At 8:07 PAUSD to PAEA Counter

MEMORANDUM OF UNDERSTANDING BETWEEN PALO ALTO SCHOOL DISTRICT AND PALO ALTO EDUCATION ASSOCIATION

REOPENING SCHOOLS FOR THE 2020-2021 SCHOOL YEAR IN A COVID-19 ENVIRONMENT

Preschool – Post Secondary

Palo Alto Unified School District ("District") and Palo Alto Education Association ("Association" or "PAEA") enter this Memorandum of Understanding ("MOU") regarding the negotiable impacts of transitioning to in-person forms of instruction in a COVID-19 environment. "In-person forms of instruction" is defined to include but not be limited to hybrid models, small group instruction, and a return of all students by school, grade level or District-wide for the 2020-2021 school year.

"Specialized and targeted support services" provided pursuant to the "Cohort Guidance" referred to in the immediately following paragraph is acknowledged by the parties to be a distinct and separate form of in-person instruction as set forth in this MOU.

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 Industry Guidance: Schools and School-Based Programs ("Industry Guidance") issued by the Governor, Cal/OSHA, and the California Department of Public Health ("CDPH") on July 17, 2020 (updated on August 3, 2020), the Guidance Related to Cohorts ("Cohort Guidance") issued by the California Department of Public Health on August 25, 2020 (updated on September 4, 2020), and Santa Clara County Department of Public Health (DPH) guidance, directives, resolutions, orders ("County Orders"), and any other applicable guidelines or orders issued by pertinent governmental entities during the term of this MOU.

In preparation for the 2020-2021 school year, the parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations contained in the Industry Guidance and County Orders to prevent illness and contain the spread of the virus.

The District and Association share a joint goal to fully implement Senate Bill 98 (Education Code section 43500 et seq.) by offering in-person instruction to the greatest extent possible as conditions become safe for students and staff. The District will offer distance learning until an in-person instruction model (whether for all students or groups of students) is safe according to Industry Guidance, Cohort Guidance and County Orders.

The parties affirm the memoranda of understanding previously negotiated regarding elementary and secondary bell schedules, executed by the parties on August 5, 2020. These memoranda are incorporated herein by reference insofar as they apply to a return to in-person instruction.

I. Implementation of In-Person Instruction

A. According to previous memoranda of understanding, the 2020-2021 Bell Schedule adopted by the Board of Education permits ~~elementary and secondary~~ preschool through **secondary** ~~(post-secondary~~ **~~has returned~~)** students to return to school in a full distance learning model until October 9, 2020. If at that time Santa Clara County has been off the watch list (or its updated functional equivalent) for 14 days, elementary and secondary schools may reopen on October 12, 2020 returning to an in-person hybrid/modified learning model or other permissible form of in-person instruction as determined by the Board of Education.

B. Full distance classes **returning to in-person instruction** will be scaled back to full asynchronous instructions for two days prior to reopening to allow teachers to prepare their physical classrooms for the return of students (setting up the room, prep**aring**~~ping~~ curriculum and adjusting plans to match the hybrid**/modified** teaching model).

C. ~~If the most up-to-date criteria as stated in Industry Guidance/County Orders cannot be met in order for students to return to in-person hybrid/modified learning by November 2, 2020~~**~~, subject to sections II and III below:~~**

~~1. Secondary & Elementary: Full distance learning for secondary students will continue until students return for in-person learning, with a potential return date being on January 7, 2021, based on compliance with Industry Guidance/County Orders, or at the direction of the District even if such compliance has occurred.~~

~~Elementary: Elementary students may return as soon as the criteria stated in Industry Guidance/County Orders are met (if not sooner per sections II and III below).~~

C. For the 2021-2022 school year, to the extent possible recognizing changing staffing needs, the District will seek to provide opportunities for ~~to A~~all members who had moved to teach full-distance classes to return to their previous school site.

~~**Return to Distance Learning**~~

II. Return to Distance Learning

~~A.~~ ~~If Santa Clara County returns to the watchlist (or its updated functional equivalent) and stays there for 14 days, the entire district (pre-school to post-secondary general and special education) will return to distance learning until January 7, 2021 or if after that date, until the County goes back off the watchlist (or its updated functional equivalent) for 14 consecutive days.~~

~~If Santa Clara County returns to the watchlist (or its updated functional equivalent) and stays there for 14 days, the entire district (pre-school to post-secondary general and special education) will return to distance learning until January 7, 2021 or if after that date, until the County goes back off the watchlist (or its updated functional equivalent) for 14 consecutive days.~~

~~**In consultation with the Santa Clara County Department of Public Health, the District will follow the guidelines of the State for returning to Distance Learning if and when a school or the District has a confirmed number of COVID-19 cases that would require such a return, consistent with current guidelines at the time of the event.**~~ ~~If Santa Clara County returns to the watchlist (or its updated functional equivalent) and stays there for 14 days, the entire district (pre-school to post-secondary general and special education) will return to distance learning. The parties agree to meet and negotiate a plan to safely reopen~~. **In consultation with the Santa Clara County Department of Public Health, the District will follow the guidelines of the State for returning to Distance Learning if and when a school or the District has a confirmed number of COVID-19 cases that would require such a return, consistent with current guidelines at the time of the event. If the County returns to the purple level, PAEA and the District will consult with County Health Officials and evaluate the closing criteria and local data together.**

~~**III. Waivers**~~

~~Nothing in this MOU precludes the District from seeking a waiver pursuant to CDPH Guidance for implementation of instruction to designated groups of students. The District acknowledges its duty under such guidance to consult with PAEA (among other groups) prior to submitting a waiver application.~~ ~~Since health and safety of members and students are the top priorities, the District will not seek waivers to Open up before October 12 and after that date until off the state watchlist (or its updated functional equivalent).~~

II. Small Cohort Specialized and Targeted Support Services ~~/Instruction~~ (Prior to Red Level or Below for 14-Days)

A. Nothing in this MOU precludes or impedes the District from providing specialized and targeted support services to designated student groups pursuant to the Cohort Guidance issued by the CDPH on August 25, 2020 (updated on September 4, 2020). The parties agree that the **return of** students and staff ~~return~~ to District campuses under the Cohort Guidance shall not

commence sooner than September ~~21~~28, 2020 **for elementary and secondary Special Education programs. Special Education teachers will return to campus no later than September 24 in order to prepare classrooms for the return of students and training.** ~~**The District will work to the best of its ability to open up Secondary Special Education classes effective the week of September 21, and have staffing available through qualified staff which might include administrators as well as certificated teachers who volunteer to return in person prior to September 248. and September 218, 2020 for secondary programs**~~ (with the exception of post-secondary programs, for which unit members began preparing the week of August 31 for student return on September 9 (for open house) and on September 10 (for instruction).

B. Students with disabilities shall be prioritized by the District for receiving specialized and targeted support services. In addition, **English Learners** ~~English learners~~, students at higher risk of further learning loss or not participating in distance learning, students at risk of abuse or neglect, foster youth and students experiencing homelessness may also be prioritized.

C. ~~Specialized and targeted support services are determined by the District and include but are not limited to occupational therapy services, speech and language services, and other medical services, behavioral services, educational support services as part of a targeted intervention strategy or assessments, such as those related to English learner status, individualized educational programs and other required assessments~~. **Specialized and targeted support services are determined by the District and include but are not limited to occupational therapy services, speech and language services, and other medical services, behavioral services, educational support services as part of a targeted intervention strategy or assessments, such as those related to English learner status, individualized educational programs and other required assessments.**

D. **School sites are not closed to small group instruction, examples of which may include but not be limited to journalism, yearbook and ASB.**

E. Cohort Size - According the Cohort Guidance:

1. Cohorts must be limited to no more than 14 children and youth and no more than two supervising adults, or a configuration of no more than 16 individuals in total (children and youth or adults) in the cohort.
2. Cohorts can be divided, as needed, into subgroups of children and youth from the same cohort, as long as the 14-to-2 ratio is not exceeded.
3. The maximum cohort size applies to all children and youth in the cohort, even when all children are not participating at the same time. For example:
    a) Cohort may not include 6 children or youth who attend full-time, 6 children on Mon/Wed/Fri, and 6 children on Tue/Thu (total of 18).
    b) Cohort may not include 8 children or youth who attend for the entire day, 4 who attend mornings only, and 4 who attend afternoons only (total of 16).

c) Given the need for physical distancing and separation of cohorts, the number of students on a given school site should generally not exceed 25% of the school's enrollment size or available building capacity.

F. Special Education ~~Schedule~~

1. Refer to II.A above. ~~**Refer to II.A above.** As stated above in II.A: Students receiving special education services and identified as Moderate-Severe/Futures will be brought back to campus no sooner than September 28, 2020 for elementary programs and September 2128, 2020 for secondary programs (with the exception of post-secondary programs, for which unit members began preparing the week of August 31 for student return on September 9 (for open house) and on September 10 (for instruction) pursuant to the Cohort Guidance issued by the CDPH on August 25, 2020 (updated on September 4, 2020) and as allowable by current State and County deadlines. However, if SCCPHD and California State guidelines advise a later return, Parties will adhere to the latest return date~~.

~~**F.** Students will return in a hybrid model with two cohorts A and B.~~

~~1. Cohort A: Students in Cohort A will attend in-person classes on Mondays and Thursdays.~~
~~2. Cohort B: Students in Cohort B will attend in-person classes on Tuesdays and Fridays.~~
~~3. Wednesdays will be independent teacher planning and meeting time.~~
~~4. Each student's one-to-one aide will do scheduled distance synchronous work with the student remotely when not at school as required by their IEP.~~

~~**G.** Students will return in a hybrid model with two cohorts A and B.~~

~~1. Cohort A: Students in Cohort A will attend in-person classes on Mondays and Thursdays.~~
~~2. Cohort B: Students in Cohort B will attend in-person classes on Tuesdays and Fridays.~~
~~3. Wednesdays will be independent teacher planning and meeting time.~~
~~4. Each student's one-to-one aide will do scheduled distance synchronous work with the student remotely when not at school as required by their IEP.~~

~~Students will return in a hybrid model with two cohorts A and B. (see schedule)~~

~~5. Cohort A: Students in Cohort A will attend in-person classes on Mondays and Thursdays.~~
~~6. Cohort B: Students in Cohort B will attend in-person classes on Tuesdays and Fridays.~~
~~7. Wednesdays will be independent teacher planning and meeting time.~~

8. ~~Each student's one-to-one aide will do scheduled distance synchronous work with the student remotely when not at school as required by their IEP.~~
9. ~~Mod-Severe/Futures Starting Schedule:~~
    - ~~Thursday, September 24th: Teachers and staff training~~
    - ~~Friday, September 25th: Room preparation by teacher and final safety walk through.~~
    - ~~Monday, September 28th: First Student Day Cohort A, students learn expectations for safety in a COVID classroom setting~~
    - ~~Tuesday, September 29th: First Student Day Cohort B, students learn expectations for safety in a COVID classroom setting~~
    - ~~Wednesday, September 30th: Students at home practicing mask wearing and social distancing~~
    - ~~Thursday, October 1st: Cohort A, Reinforcing and demonstration of abilty to adhere to expected procedures~~
    - ~~Friday, October 2nd: Cohort B, Reinforcing and demonstration of abilty to adhere to expected procedures~~
    - **September 28-October 2: Special Education students return for a shortened day schedule daily Monday through Friday as a gradual return to in-person learning.**
    - **Monday, October 5 all Special Education students will return on a regular five day per week schedule.**

2. The District will adhere to Industry Guidelines regarding facility capacity. ~~As stated in the State guidelines, the number of students on a given school site should not exceed 25% of the school's enrollment or available building capacity. The only students that may return for in-person learning prior to State guidelines being met are students who, for reasons of disability, cannot access remote learning at all.~~

3. ~~Some M~~**m**ild / mod**erate S**~~s~~**student schedules** ~~receiving resource and mild to moderate educational services will not~~ **may reflect a** ~~return to in-person, hybrid learning until~~ **prior to** ~~October 12, 2020, and only if Santa Clara County has been off the state watchlist (or its updated functional equivalent).~~

4. If the **D**istrict has 25% of the population that test positive for COVID-19 and has to shut down all in-person learning, all Spec**ial** Ed**ucation** classes that have returned in-person before the Gen**eral** Ed**ucation** Population will immediately return to distance learning. ~~**if required to do so**~~. ~~**if required to do so.**~~ ~~until the Gen Ed population returns. If that occurs and Santa Clara County returns on the watchlist the district will immediately return to distance learning through January 7, 2021. If we are still on the state watchlist on January 7, 2021 we will open~~

~~when SCCPHD/CDPH announces it is safe to reopen~~. ~~until the Gen Ed population returns. If that occurs and Santa Clara County returns on the watchlist the district will immediately return to distance learning through January 7, 2021. If we are still on the state watchlist on January 7, 2021 we will open when SCCPHD/CDPH announces it is safe to reopen.~~

5. Meetings will be conducted in accordance with requirements related to group gatherings as determined by the Santa Clara County Public Health Department. Further, the parties acknowledge the benefits of participation in virtual as opposed to in-person meetings to the extent possible.

6. All social distancing and personal protective equipment (PPE) guidelines must be adhered to, as set forth in the following ~~Health and~~ Safety section.

~~**7.** Specialized providers (e.g. Speech and Language, ELL, Reading Specialist, etc.) will continue to provide their services remotely~~ ~~**until September 28, 2020, and may provide both in person and remote services after that date as directed by their supervisor.**~~to minimize increased contacts and potential spread of COVID-19. ~~**In consultation with their supervisors, specialized providers (e.g. Speech and Language, ELL, Reading Specialists, etc.) may continue to provide their services remotely until October 5, 2020, as much as is practicable.**~~ ~~**To provide a continuity of services which does not interfere with students' in-person learning,**~~ ~~specialized providers (e.g. Speech and Language, ELL, Reading Specialist, etc.) will continue to provide their services remotely.~~ **Specialized providers, in consultation with their supervisors, and after assessing the impact of services being provided to students, it will be determined which students may continue to receive services remotely until October 12, 2020.**

H. No bargaining unit member shall be directed to conduct home visits **unless those are currently a part of job responsibilities**.

I. ~~**In-person assessments shall be done in person to the extent possible.**~~ ~~No~~ ~~**A**~~ ~~No bargaining unit member shall be directed to complete in-person assessments (academic, health, hearing, etc)~~ ~~**as necessary to support students**~~. ~~As stated in the District's checklist submitted to the Santa Clara County. "Direct all personnel who can carry out employer-assigned work duties from home to do so. No personnel who can carry out employer-assigned work duties from home can perform those duties at the facility or worksite.".~~ ~~**if Industry Guidance, Cohort Guidance and County Orders advise against such practice.**~~ ~~unless Santa Clara County is no longer on the state watchlist and SCCPHD declares it safe to resume in-person instruction.~~

1. ~~It may be necessary for bargaining unit members, including SAI teachers, to complete more than 9 assessments during the 2020-2021 school year, particularly to address outstanding assessments that were not completed during the shelter-in-place in the Spring semester of 2020. The District will first seek volunteers to complete assessments; if there are not enough volunteers, the District will assign District staff to complete outstanding assignments. Each assessment above 9 will be compensated~~

~~at the Hourly Teaching rate in Appendix H (once updated to reflect the retroactive raise from 2019-20).~~

~~**If it becomes infeasible for an SAI teacher to complete all necessary assessments during the 2020-2021 school year, they may request from their supervisor prior approval to complete additional assessments outside of the work day at the teacher hourly rate in Appendix H.**~~ **For SAI teachers to service all of their students' assessment needs by the legal timeline, and with prior approval from their supervisors, any assessments needed to be completed outside the school day will be compensated at the teachers' hourly rate in Appendix H. This will remain in effect for the 2020-2021 school year.** ~~It may be necessary for bargaining unit members, including SAI teachers, to complete more than 9 assessments during the 2020-2021 school year, particularly to address outstanding assessments that were not completed during the shelter-in-place in the Spring semester of 2020. The District will first seek volunteers to complete assessments; if there are not enough volunteers, the District will assign District staff to complete outstanding assignments. Each assessment above 9 will be compensated at the Hourly Teaching rate in Appendix H (once updated to reflect the retroactive raise from 2019-20).~~

~~2. No bargaining unit member shall be directed to toilet or feed students, change/access feeding tubes, wash students' hands for them, be required to physically redirect or restrain students, or otherwise engage in behavior that could expose them to COVID-19. A nurse will be provided for those services.~~

~~**Additional PPE will be provided to employees who are require it as part of their jobs.**~~ **Necessary PPE will be provided in relationship to the job tasks that unit members must perform.** ~~No bargaining unit member shall be directed~~ ~~to toilet or feed students, change/access feeding tubes,~~ ~~wash students' hands for them, be required to physically redirect or restrain students,~~ ~~or otherwise engage them in behaviors that could~~ ~~expose them to COVID-19. A nurse will be provided for those services.~~

J. Caseload/Class Size

1. ~~**From September 21- October 12, 2020,**~~ **The District will take reasonable measures to** ~~do everything they can to~~ keep Moderate to Severe/Futures classes ~~will be~~ no larger than 8 students.
2. ~~**From September 28-October 12, 2020,**~~ **The District will take reasonable measures to** ~~The District will do everything they can to~~ keep Mild to Moderate classes ~~will be~~ no larger than 12 students.

~~3. Resource caseloads during COVID-19 hybrid learning shall not be higher than 20 students.~~

III. Safety: The parties affirm continued enforcement in an in-person learning environment of safety conditions set forth in the previous memoranda of understanding. These conditions are set forth below for convenience:

Safety Provisions

4. *With the safety of students and staff central to our reopening plan as stated in Shared Interest I. B. above, PAUSD is committed to measures which will be monitored and may be revised or supplemented, including but not limited to:*
   - **a)** *Adherence to the requirements in Santa Clara County Public Health Department's Reopening of Santa Clara County K12 Schools; revisions or updates to evolving guidelines will be subsequently followed (most recent version attached.)*
   - **b)** *A dedicated discretionary fund for the superintendent to quickly address safety issues arising after reopening.*
   - **c)** *Cleaning and spacing protocols consistent with section A.1. above.*
   - **d)** *Personal Protective Equipment (PPE) for all staff members as* ***required by Cal OES*** ~~*described*~~ *in the Santa Clara County Public Health Department's requirements which* ~~*may*~~ *will, in the appropriate circumstances, include:*
     - (1) *Masks for staff and students in an amount sufficient to meet each site's needs.*
     - ~~(2)~~ *Face Shields with sealed bottoms* ***for*** ~~all~~ **special education** ***educators.*** ~~*fluid barrier fabric or with hook and loop closure for secure coverage*~~ *will be provided.* ~~*to all educators who request them.*~~ ~~*for*~~ ~~***special***~~ ~~*educators and paraprofessionals*~~ *with the* ~~*cloth attachment if requested. Note: These are not recommended by SCCOE at this time (fluid barrier fabric with hook and loop closure for secure coverage. has been recommended if these are to be used.)*~~
     - (3) *Disposable gloves in an amount sufficient to meet each site's needs.*
     - (4) *Smocks to wear over clothes for staff in an amount sufficient to meet each site's needs.*
     - (5) *Plexiglas shields for work that require a closer distance than the recommended six feet.*
     - (6) *Hand sanitizer; preferably automatic hand sanitizer dispensers inside doorways.*
     - (7) *Hand washing stations.*
   - ***e)*** *Designated entry and exit points as determined practicable for the unique design of each school facility.*
   - ***f)*** *Social Distancing Safety Protocols and Procedures for access to classroom and non-classroom facilities and areas.*
     - (1) *Students are required to wear cloth face coverings in any area outside the classroom (except when eating, drinking or engaging in physical activity) according to SCCPHD requirements.*

(2) *Elementary Students in grades 3-5 will be required to wear cloth face coverings in the classroom. Students without face coverings should maintain physical distance to the extent feasible.*

(3) Elementary students in Pre-School - 2nd grade will be expected ***but not required*** *to wear cloth or disposable face coverings.* ***District staff will strongly encourage students to meet this expectation.***

g) *Enforcement protocols: ~~Prior to returning to in-person hybrid instruction T~~the District shall develop procedures to promote consistent adherence to and enforcement of established safety protocols, including risk assessments (e.g., ventilation systems) and PPE supply inventory.*

h) *The District will follow requirements for monitoring and response as provided by the SCCPH Department. [End of prior MOU.]*

IV. In-Person Instruction – Additional Safety Provisions

A. The District will provide all **Moderate to Severe** Special Education staff with ~~medical grade~~ ~~medical grade~~ **appropriate** PPE (~~e.g. N95 masks,~~ **which may include** disposable gloves, gowns, Plexiglas **or plastic** barriers, face shields, **and KN95 masks,** etc.), in sufficient quantities, based on the recommendation and guidance from SCCPHD, to all unit members working on campus.

B. ~~One full-time nurse will be provided at every school site.~~ ~~At least one full-time nurse will be provided at every school site.~~ ~~**At the elementary level, Elementary School Secretaries and Clerks maintain duties related to Health and Medical care.**~~ ~~**At the secondary levels,**~~ **Health Technicians are available at each site. District Nurses support all PAUSD sites.**

C. All individuals will be required to complete the District Self-Assessment survey before reporting to the worksite or prior to entering the worksite.

D. The distance between teacher/staff desks and student desks shall be at least six feet or in accordance with guidance from SCCDPH if different. ~~In addition, students shall be assigned stable seating arrangements to ensure that close contacts within classrooms are minimized and easily identifiable.~~ **While it is not currently required, s**~~S~~tudents will be seated 6 feet apart from each other. ~~**when it is practicable.**~~ ~~**when practicable**~~**when practicable.**

E. Student cohort sizes shall not exceed a number that would not allow maintenance of Industry Guidance/County Orders physical distancing requirements given classroom size limitations. ~~All classrooms will be measured and the maximum number of students that can fit with 6 feet social distancing will be calculated. This information will be kept on a spreadsheet that is available for members~~. ~~All classrooms will be measured and the maximum number of students that can fit with 6 feet social distancing will be calculated. This information will be kept on a spreadsheet that is available for members as stated in stated in the Distrtict's checklist submitted to the Santa Clara County. "Limit the number of people in the facility/worksite to allow adequate social distancing (six feet minimum) at all times and comply with any applicable~~

~~density/occupancy restrictions in the Order.” All classrooms will be measured and the maximum number of students that can fit with 6 feet social distancing will be calculated. This information will be kept on a spreadsheet that is available for members as stated in stated in the Distrtict’s checklist submitted to the Santa Clara County. “Limit the number of people in the facility/worksite to allow adequate social distancing (six feet minimum) at all times and comply with any applicable density/occupancy restrictions in the Order.”~~

F. Where possible, after determination of how many students will be on campus and where they will be placed physically, all individuals will be assigned an ingress and egress point for use when coming to school for in-person learning.

G. Use of staff facilities during break times shall be designed and marked to maintain physical distancing requirements.

H. Students should remain in their same workspace as much as practicable. If students need to move to other workspaces in a classroom, the space shall be properly cleaned before and after its use.

I. The District shall provide each student with sufficient supplies in order to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.

J. Personal Protective Equipment (“PPE”)
    1. The District shall provide PPE (disposable or reusable face masks) to all unit members and students for every day that unit members are required to report to school sites.
    2. In-lieu of using District-provided PPE, unit members may, but shall not be required to, bring their own PPE so long as the PPE complies with public health guidelines and provides at least equivalent protection to the PPE provided by the District. No unit member shall be disciplined or evaluated negatively for not bringing their own face coverings.

K. Face Masks Requirements
    1. Face masks are required to be worn properly at all times by all individuals on a school worksite~~,~~ outdoors or indoors except when unit members are alone in their classrooms, subject to the most current Industry Guidance and County Orders.
    2. Face masks shall not be required for staff if there is a medical contraindication verified in writing from a medical professional according to the Industry Guidance. Such unit members shall use face shields with neck drapes (provided by the District) tucked into the shirt.

L. ~~In the case of~~ **When** bargaining unit members **are** ~~being~~ on campus, the District shall ensure all HVAC systems are set to operate on the mode which delivers the most fresh air changes per hour. Air filters will be changed prior to the start of the school year and in recommended intervals in accordance with the manufacturer’s recommendation for the best filtration, including open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Portable~~s~~ **classrooms with HVAC systems** shall be equipped with air filters with a large enough capacity and flow rate for the square footage of the room. ~~The parties affirm that~~

~~public health officials have indicated based upon currently known information - which is subject to change - that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. If a location does not have adequate HVAC or functioning windows, a bargaining unit member may not be required to use the space.~~ All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

1. ~~If there are no classrooms available with windows any classroom without windows will have enough HEPA air purifiers to circulate filtered air.~~ **In the event that a classroom has no windows or HVAC system, an alternative classroom or teaching space will be ~~sought~~ found or additional accommodations will be ~~sought~~ provided.**

M. The District website shall provide comprehensive information covering all of the safety measures contained or referred to in this MOU and will continue to be updated as governmental guidelines and orders change.

N. The District will establish testing procedures in accordance with Industry Guidance/County Orders related to a return to in-person instruction.

V. Hand Washing Requirements

A. The District will follow SCCPHD 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.

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.

D. Hand washing stations, **upon delivery to the District**, shall be placed ~~outside of~~ **in close proximity on campus to** rooms without sinks.

VI. Health Screening, Testing, Notification, and Contact Tracing

A. COVID- 19 Testing

1. ~~The District will provide COVID-19 testing to all staff and students on a regular basis, every 7 days or sooner due to exposure risk. A parent group is offering to help research, fund and execute full testing for staff and students. This will mitigate the district cost for implementation of testing.~~
2. ~~Testing of all students and all staff returning to campus will be conducted with sufficient time to obtain results before returning to campus. If results from testing have not arrived, a return to campus will be delayed until results of all parties returning to campus have been received.~~

VII.

1. The District continues to actively work with local partners to implement systems that facilitate robust testing practices for staff. The District intends to recommend that certificated staff who may come into contact with students be tested on an ongoing basis at a frequency and an interval of time to be determined in consultation with the Santa Clara County Department of Public Health as testing capabilities increase.

~~1. The District will provide COVID-19 testing to all staff and students on a regular basis, every 7 days or as needed due to exposure risk. A parent group is offering to help research, fund and execute full testing for staff and students. This will mitigate the district cost for implementation of testing.~~

~~2. Testing of all SpEd and PAUSD+ students and all staff returning to campus will be conducted with sufficient time to obtain results before returning to campus. If results from testing have not arrived, a return to campus will be delayed until results of all parties returning to campus have been received.~~

~~3. This testing will continue and be expanded to General Education students and all staff before October 12, 2020. As stated above, all such testing shall be conducted with sufficient time for all results to arrive prior to General Education students and staff returning to campus.~~

~~1.Consistent with CDC guidelines, universal testing of all students and staff is not currently being recommended or required.~~

~~2. Non-Mandatory Testing: Asymptomatic individuals with No Known/Suspected Exposure:~~

~~COVID-19 Testing is FREE to all staff, students, and community members at pop-up sites all across Santa Clara County. No health insurance or doctor's note is required. These pop-up sites are designed for employees or any community member without symptoms of COVID-19 and who live, work, or study in Santa Clara County. These sites are not for individuals experiencing symptoms. All Pop-up sites are open to all ages; individuals under 12 years old need parental consent. Pop-Up Sites change regularly. Employees may find the nearest location in Santa Clara County at http://sccfreetest.org/.~~

~~3. Mandatory Testing: Asymptomatic individuals with recent known/suspected Exposure at School:~~

~~Any PAUSD employee who is aware or suspect that they have been exposed to COVID-19 in the workplace, may be compensated for their time at a flat rate of $60 to schedule and complete the SARS-CoV-2 testing upon submitting verification of testing. Because of the potential for asymptomatic and pre-symptomatic transmission of the virus, it is important that contacts of students or staff with COVID-19 be quickly identified and tested. For COVID-19, a close contact is defined as any individual who was within 6 feet of an infected person for at least 15 minutes starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to positive specimen collection) until the time the patient is~~

~~**isolated. The District will work with local health officials to inform those who have had close contact with a person diagnosed with COVID-19 to stay home and self-monitor for symptoms. Healthcare providers or health officials will determine when testing of asymptomatic students or staff for SARS-CoV-2 is recommended.**~~
~~**4. To schedule a test: Employees may select one of the numerous testing sites throughout Santa Clara County at http://sccfreetest.org/. This site will allow registration at one of the testing sites operated by the County in partnership with Fulgent.** Employees may also elect to **use the State of California Testing Map to help find a testing site closest to home. Employees will be able to search COVID-19 testing sites by current location, address, city or zip code.**~~
~~**5. Cost of testing: Employees will be asked to provide their insurance information; this allows for billing of employee's insurance for the cost of the test. There should not be any out of pocket cost to you. If you do not have insurance, the federal government through the Families First Coronavirus Response Act, the Coronavirus Aid, Relief, and Economic Security (CARES) Act and other legislation will be assisting in covering the cost.**~~

4. ~~The District will provide COVID-19 testing to all staff and students on a regular basis, every 10 days or as needed due to exposure risk. A parent group is offering to help research, fund and execute full testing for staff and students. This will mitigate the district cost for implementation of testing.~~ ~~***(This is addressed in VII.N)***~~
5. ~~Testing of all SpEd and PAUSD+ students and all staff returning to campus will be conducted with sufficient time to obtain results before returning to campus. If results from testing have not arrived, a return to campus will be delayed until results of all parties returning to campus have been received.~~
6. ~~This testing will continue and be expanded to General Education students and all staff before October 12, 2020. As stated above, all such testing shall be conducted with sufficient time for all results to arrive prior to General Education students and staff returning to campus.~~

2. The District will comply with SCCPHD, CPHD and Cal-OSHA requirements for reporting and notifying bargaining unit members of situations where a student or District member has been diagnosed with COVID-19, as well as complying with SCCPHD requirements for contact tracing. Due to privacy/confidentiality issues, the parties understand that the District will not be able to provide the identity of the person who has received the positive COVID-19 diagnosis. All persons who may have come in contact with the infected individual will be notified per SCCPHD and CPHD requirements. With respect to an individual who is diagnosed with COVID-19, the District will, if applicable, notify the Association of the location(s) where the individual was present on District premises during the suspected incubation/active infection period.

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, as determined through consultation with their supervisor.

C. Upon notification that a member 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 (August 7 Guidance p.30).

VIII. Leave Provisions:

A. In the event bargaining unit members are exposed to COVID-19 or are diagnosed as having COVID-19, such bargaining unit members will be able to utilize such leaves – in accordance with the eligibility requirements – as are set out in the collective bargaining agreement between the District and PAEA and/or under the Families First Coronavirus Response Act (FFCRA). Similarly, those members with medical proof of susceptibility to COVID-19 or who may be caring for individuals with COVID-19 may be eligible for emergency paid leave through the Emergency Paid Sick Leave Law (EPSL) and should work with the Human Resources Department to determine their leave eligibility.

B. Wage Replacement for FFCRA Leave: If a member is taking a leave under the FFCRA (whether it is for Emergency Paid Sick Leave or Emergency Family and Medical Leave), the member may elect - by notifying the District - ~~to stack/top off~~ **supplement** the amount of pay they receive under such laws by using their accrued paid sick time (but not Extended Sick Leave) to receive up to 100% of their normal regular pay. Only the portion of a sick day needed will be deducted from the members accrued paid sick time. For example, if FFCRA only requires pays for ⅔ of a members's daily rate then only ⅓ of a sick day will be deducted for each day absent to receive 100% of their normal regular pay.

C. Absences Due To Exposure to COVID-19 Directly Traced To Work: Per the new state legislation if a bargaining unit member is exposed or is diagnosed with COVID-19 **there will be a "**~~**disputable**~~ **disputable presumption" that** ~~it is automatically assumed that~~ exposure was from their work assignment. The District will try to offer the member an alternative remote position if that member is not too ill to work. If the District is not able to offer the bargaining unit member an alternative assignment - including working remotely - the District will place the member on a paid medical leave ~~(with no sick days deducted from the members accrued paid sick time) for up to 14 calendar days~~. Such time will, if applicable, run concurrently with any leave rights under the CBA or applicable law, including the FMLA/CFRA~~,. but the member will not be required to use any available, accumulated sick leave or extended sick leave to remain in paid status.~~

~~D. Employees at High Risk For COVID-19: In the event a bargaining unit member is unable to return to in-person instruction or work duties for bargaining unit members in non-teaching positions because they are at high risk for COVID-19 as defined~~

~~by Santa Clara County Public Health Department and the State of California's Public Health Department, the Human Resources Department will engage with the member to discuss potential options, which may include, if applicable, engaging in an interactive process dialogue that explores various options to allow the bargaining unit member to continue to work, including working remotely, and potential leave options, including under the FFCRA, FMLA and/or CFRA.~~

All components of the current Collective Bargaining Agreement between the Association and D**istrict**~~ISTRICT~~ not addressed by the terms of this MOU or previous memoranda of understanding shall remain in full effect.

This MOU is a non-precedent setting document. This MOU resolves the negotiable effects of implementing the transition to and implementation of in-person instructional models due to COVID-19 for the 2020-2021 school year. The D**istrict**~~ISTRICT~~ and/or Association reserve the right to negotiate any additional negotiable impacts not already covered by the Collective Bargaining Agreement or this MOU or previous memoranda of understanding related to COVID-19.

This MOU shall be effective upon signature by both parties. This MOU will expire in full without precedent on June 30, 2021 (unless extended by mutual agreement), or until Industry Guidance or County orders permit in-person instruction without the conditions set forth above, whichever occurs first.