

**MEMORANDUM OF UNDERSTANDING BETWEEN
EVERGREEN ELEMENTARY SCHOOL DISTRICT AND
EVERGREEN TEACHERS ASSOCIATION
EESD IN-PERSON LEARNING
FOR THE 2021-2022 SCHOOL YEAR**

Evergreen Elementary School District (“District”) and Evergreen Teachers Association (“Association” or “ETA”) enter this Memorandum of Understanding (“MOU”) regarding the negotiable impacts of transitioning to providing In-Person Learning/Instruction (IPL) and Independent Study (AB130) for students in a continuing COVID-19 environment. ***All articles of the current CBA remain in effect for all members unless modified in this agreement.***

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 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year issued by the California Department of Public Health on January 14, 2021 (updated on March 20, 2021 and July 12, 2021 and August 2, 2021) and Santa Clara County Public Health Department (SCCPHD) guidance, directives, resolutions, orders (“County Orders”), and any other applicable guidelines or orders issued by pertinent governmental entities during the term of this MOU. When conflicts or discrepancies exist between guidelines from different government agencies, the district will adhere to the most stringent guidelines.

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.

Safety Guidelines for Resumption of In-Person Instruction in 2021-2022 School Year

1. For the 2021-2022 school year, the District agrees to follow all CDPH, Cal-OSHA and local health department guidelines and safety protocols.
2. The District will continue to implement and follow the EESD COVID-19 Safety Plan (CSP) and it will be updated to incorporate any changes made by State and Local Health Departments.

I. Safety Protocols

1. Physical/Social Distancing

- a. The District will adhere to all CDPH guidelines regarding Physical and social distancing of unit members.

- b. When outdoor spaces are unavailable or weather/air quality prevents outdoor eating, indoor physical distancing will be maximized.

2. Personal Protective Equipment (“PPE”)

- a. A sufficient amount of disposable masks will be provided for all certificated members.
- b. A sufficient amount of face shields and disposable gloves will be made available to all certificated members dependent on the statewide supply chain.
- c. 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.
- d. The District shall make available, upon request, to all unit members plexiglass or plastic barriers.
- e. Face Mask Requirements
 - i. Face masks are required to be worn properly at all times by all individuals on a school worksite, indoors, except when unit members are alone in their classrooms, subject to the most current CDPH and County Orders.
 - 1. The district will use the Interactive Process to work with unit members if there is a medical contraindication verified in writing from a medical professional that exempts a unit member from wearing a facemask.
 - ii. On a case by case basis, unit members will be informed of the names of students who are unable to wear a face covering based on a recommendation from a doctor.
 - iii. The district will develop and implement a protocol to enforce the aforementioned mask requirements, consistent with guidance from CDPH.

3. Ventilation

- a. 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 and/or updated to MERV-13 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 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. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions. In the event that a classroom has no windows that open or HVAC system, an alternative classroom or teaching space will be found or additional accommodations regarding ventilation will be provided.

- i. A meeting will occur between ETA and the District to proactively determine the best course of action in the event of a power outage where ventilation systems are not functioning.

4. Hand Washing Requirements

- a. The District will follow CDPH requirements related to frequently reminding individuals to wash their hands or use hand sanitizer, with at least 60% ethyl alcohol.
- b. The District will provide hand washing soap and hand sanitizer in all classrooms, workspaces and common spaces.
- c. The District shall ensure that all hand washing/hand sanitizing supplies and hand washing stations (see d. below) noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that members are on campus.
- d. Up to 6 hand washing stations shall be placed on each campus in locations as needed.

5. Cleaning and Disinfecting

- a. The District shall follow the guidance regarding Cleaning and Disinfecting Facilities from the CDPH.

II. Vaccinations, Testing, Quarantine, Notification and Contact Tracing

1. Vaccinations

- a. The District will promote the safety and efficacy of COVID-19 vaccinations with families and community members.
- b. Verification of vaccination will be requested of all district employees. The District will maintain confidentiality regarding vaccination status as required under Federal and State Law.
- c. Employees that have medical reasons that impact their ability to be vaccinated can work through the Interactive Process with the district to request reasonable accommodations.

2. Testing

- a. The district will require non-vaccinated unit members and any unit members that do not provide proof of vaccination to be tested at least weekly in accordance

with the executive order from the office of Governor Newsom. Unit members who take a professionally administered/proctored COVID-19 test will provide test results to their supervisor or designee weekly. The District shall follow and implement the K-12 school-based COVID-19 testing strategies for school year 2021-22 from the CDPH. The Association and the District will consult with the local public health department school liaison to determine appropriate testing protocols and strategies based on current community transmission rates.

- i. The District shall provide PCR testing (or future approved CDPH testing) once a week for all unit members who do not provide verification of vaccination.
- b. The District shall offer testing for all unit members who exhibit any symptoms consistent with COVID-19.
 - i. A list of symptoms shall be provided by the district in writing to all unit members during the 2021-2022 school year.
- c. In the event of a confirmed exposure at a site, the District shall offer to unit members who may have been exposed.
- d. The District shall continue to report to both the bargaining unit and the local health department in accordance with AB86 and California Code Title 17, section 2500, confirmed COVID-19 cases.

3. Contact Tracing and Notification

- a. The District shall follow CDPH guidelines or the District Safety Plan, whichever is more stringent, regarding contact tracing and case reporting.
- b. The District shall continue to notify close contacts and non-close contacts at each site.
- c. The District shall continue to report to both the bargaining unit and the local health department, in accordance with CDPH guidance, any exposures of students and/or staff.

4. Quarantine

- a. The District shall follow CDPH guidelines or the District Safety Plan, whichever is more stringent, regarding quarantine.
- b. For unit members with symptoms of COVID-19, the District shall require the following in order to return to school or work:
 - i. At least 24 hours without fever, without use of medication; and,
 - ii. other symptoms have improved; and,
 - iii. a negative COVID test or doctor's confirmation that illness was caused by something other than COVID or at least 10 days have passed since symptom onset

- c. Per CDC/CDPH guidelines for fully vaccinated people, adult close contacts who are fully vaccinated do not need to quarantine if asymptomatic. This requirement is intended to follow current CDPH guidelines.

III. Training

1. The District shall provide any mandatory trainings per CDC/CDPH Guidelines.
2. Any mandated training, offered outside of the workday and pre-approved by the District, will be voluntary and compensated at the overtime rate in the current CBA.

IV. Visitors Policy

1. Anyone accessing the District's sites shall abide by the District's masking and applicable COVID safety protocols and be required to provide contact information upon arrival for contact tracing purposes.
2. Anyone showing COVID-19 symptoms is excluded from campus.
3. The District shall limit nonessential visitors, volunteers and activities involving external groups or organizations.
4. Any essential or nonessential visitors, entering classrooms where students are present, need to show proof of vaccination.
5. Any essential visitors, such as classroom volunteers, field trip chaperones, etc. where students are present must show proof of vaccination before interacting with students.
6. The District shall permit Association leaders to visit school facilities. The District will also permit the Association's support staff from the California Teachers Association access to district facilities but will require verification of vaccination to be provided by such visitors.
7. Direct service providers and vendors not interacting with students must follow District's masking protocols and applicable COVID safety protocols.

V. Parent-Caregiver/Teacher Conferences/IEP/SST/504

1. For in-person meetings with parents/caregiver and teachers, and no other student other than the parent/caregiver's child, the District's masking protocols shall apply. Parent/caregiver conferences may be scheduled as video conferences, at the discretion of the teacher(s) or the parent(s).

2. 504 Plan & SST meetings may be treated the same as parent/caregiver and teacher conferences.
3. Teachers and other responsible parties may participate in IEP meetings by video conference if a parent-caretaker agrees in advance. For that reason, parent-caretakers would have to agree to meet online vs. in person. Masking protocols must be followed.
4. The administrative designee (AD) shall be responsible for ensuring the IEP participants are following the COVID-19 safety guidelines.

VI. Leaves & Substitute Coverage

1. Leaves

- a. The following provisions of this plan are to be in place, retroactively, from October 1, 2021 for all unit members who are unable to telework. COVID-19 Leave will be provided under the terms of this agreement through June 30, 2022. In regards to this section, any request for this leave will be initially based upon the presumption that the COVID exposure was work-related. This section strictly applies to this leave, and shall not be used for any other form of liability. After appropriate investigation, should the district determine the exposure did not occur in the workplace, the member shall not be eligible for the leave granted by this section. Members may use other forms of leave if applicable.
- b. For any unit member who is required to quarantine at home because of verified contact at work, the employee will be granted COVID-19 leave while quarantining.
- c. For any unit member who contracts COVID-19 because of verified contact at work, the employee will be granted COVID-19 leave until the CDPH guidelines are met for their return to work.

2. Substitute Coverage

- a. Coaches, psychs, SLPs, RSPs and itinerant staff who agreed to accept assignments to substitute for classes until November 1, when substitutes and teachers are unavailable will be paid \$300/per full day (\$150 per half day; \$43 per hour, not to exceed \$300).
- b. This applies retroactively to the first day of school of the 2021-2022 school year.
- c. This is not to set precedent for future staffing decisions.
- d. If a class is modified quarantine, classes may not be split and distributed to other teachers.

VII. Safety Team

1. The District and Association will form an advisory Safety Team that will have equal representation from the District and the Association. The Safety Team will be charged with reviewing any recommended changes to the Safety Plan whether those recommendations are from within the district or from local, state or federal health departments.

All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this MOU shall remain in full effect.

The District and Association reserve the right to negotiate any additional negotiable impacts not already covered by the Collective Bargaining Agreement or this MOU.

This MOU shall be effective upon signature by both parties. This MOU will expire in full without precedent on July 31, 2022 unless extended by mutual agreement.

Signed by:

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Suzanne Lima, President of ETA

Date: 11/10/2021

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Dr. Emy Flores, Superintendent

Date: 11/10/2021

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Cesar Torrico, Assistant Superintendent of HR

Date: 11/11/2021