

Memorandum of Understanding
Between the
Grass Valley Teachers Association
And the
Grass Valley School District
Regarding COVID-19 in the 2021-22 School Year
Date August 3, 2021

The Grass Valley School District (“District”) and the Grass Valley Teachers Association (“Association”), jointly known as the Parties (“Parties”), enter into this Memorandum of Understanding (“MOU”) regarding COVID-19 during the 2021-22 school year. The term of this MOU shall remain in effect for the 2021-22 school year or until modified by mutual agreement between the District and the Association. The provisions of this MOU are subject to the Parties’ grievance procedure in the CBA.

The provisions of the Parties’ Collective Bargaining Agreement (“CBA”) shall remain in full force and effect, except for the terms of this MOU as noted below. Therefore, the provisions of this MOU shall supersede any provisions of the CBA that are in conflict for the duration of this MOU, or until modified by mutual agreement between the District and the Association. The Parties affirm the obligation to comply with all provisions of this MOU and all provisions of the CBA not in conflict with this MOU.

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 Adherence to Health Guidelines and Orders

- 1.1 The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety Health (“Cal-OSHA”), and Nevada County Public Health department.
- 1.2 Where there is a conflict between the various guidelines or orders, the District shall adhere to the stringent guidelines and orders to minimize potential health and safety risks for all unit members, students, and their families.
- 1.3 As a result of any changes to guidance or orders issued by the aforementioned entities, prior to the District implementing any changes, the Parties agree to meet within 10 working days to negotiate the impacts and effects of any revisions or updates to the guidelines or orders.

2.0 Health and Safety - Face Coverings

- 2.1 Face coverings are required to be worn properly to cover the nose and mouth on a school campus by all individuals as required by state and county health guidelines. This applies to all staff, all students, all administrators, and any visitors on campus. The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.

- 2.2 Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist. The need for a specific student shall be communicated with all staff that the student has direct contact with.
- 2.3 For unit members and students who cannot wear a mask according to section 2.1, face shields with neck drapes tucked into the shirt shall be used. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
- 2.4 The District shall provide appropriate PPE to all unit members. "Appropriate" PPE may include, but is not limited to, face shields, face coverings, and gloves, and shall comply with CDPH/CDC guidelines. Unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District. Unit members shall not be required to bring their own PPE and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE. In no case shall a unit member be required to work without appropriate PPE.
- 2.5 Upon request, the District shall provide face coverings consistent with the list of recommended masks outlined by the Center for Disease Control and Prevention (CDC).

3.0 Health and Safety - Testing, Contact Tracing, Exposures, Quarantine and Isolation

(Subject to change with State and County Health Guidelines):

- 3.1 Active Screening: Teachers, administrators and school staff shall monitor staff and students throughout the day for signs of illness. The District shall implement screening and other procedures for all staff and students entering the facility. School staff shall conduct visual wellness checks of all students or establish procedures for parents to monitor at home. If checking temperatures is necessary, appropriately trained staff shall use a no-touch thermometer. Students or staff exhibiting symptoms of COVID-19 at school (fever of 100.4 degrees or higher, cough, difficulty breathing, or other COVID-19 symptoms) must be immediately isolated in a private area until they can leave school or be picked up by a parent or guardian. Any shall be recommended to be tested for COVID-19 and will follow quarantine guidelines. If a student is exhibiting one or more symptoms of COVID-19, staff shall communicate with the parent/caregiver and refer to the student's health history form and/or emergency card.
- 3.2 Symptoms Related to COVID:
 1. Fever or chills
 2. Cough
 3. Shortness of breath or difficulty breathing
 4. Fatigue
 5. Muscle or body aches
 6. Headache
 7. New loss of taste or smell
 8. Sore throat
 9. Congestion or runny nose

10. Nausea or vomiting

11. Diarrhea

- 3.3 Each site will identify a specific isolation area for students and/or staff who are exhibiting symptoms related to a possible COVID-19 illness.
- 3.4 If any student exhibits the aforementioned symptoms, staff shall refer the student to the health office for screening and examination. The health office shall check for signs, symptoms, and exposures, as well as underlying health conditions, so that students are not unnecessarily excluded from school due to underlying health conditions as outlined in paragraph 1 below:
1. If a student or staff member has chronic allergic or asthmatic symptoms (e.g., cough or runny nose), then a change in their symptoms from baseline shall be considered a positive symptom for purposes of requiring isolation and exclusion. The change from baseline shall be confirmed through communication with the district nurse and may include a current doctor's note, based on the day/time of absence/symptoms increased.
- 3.5 Return to school after exclusion (Subject to change with State and County Health Guidelines):
1. Staff will ensure that students have access to instruction when quarantined.
 2. Staff members and students with symptoms of COVID-19 infection, including those with underlying chronic conditions, shall not return for in-person instruction until they have met CDPH criteria to discontinue home isolation for those with symptoms:
 - a. At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; and
 - b. Other symptoms have started improving; and
 - c. They have a negative test for SARS-CoV-2, or a healthcare provider has provided current documentation that the symptoms are typical of their underlying chronic conditions (e.g., allergies or asthma) or a healthcare provider has confirmed an alternative named diagnosis (e.g., Streptococcal pharyngitis, Coxsackie virus), or at least 10 days have passed since symptom onset.
- 3.6 As a result of the continuing COVID-19 pandemic, students are being quarantined or isolated at home when they display symptoms of, are exposed to, or test positive for COVID-19. Per Senate Bill (SB) 98, students who are quarantined/isolated due to COVID-19 shall be provided with both grade level content and interaction during the time period they are absent from class. Students will have the ability to communicate and

receive support via email, phone or text and they will have access to their google classroom when they are absent due to quarantine.

- 3.7 The District shall provide technology, tools and/or training to facilitate this compliance with SB 98.
- 3.8 The District shall provide all required technology, tools and/or training and ensure that all quarantined/isolated unit members and students have access to the following:
 1. Computer and/or internet hotspot (if needed).
 2. Hard or digital copy of instructional materials (textbooks, workbooks, magazines, handouts).

4.0 Leaves - COVID-19 Supplemental Paid Sick Leave

- 4.1 The District will provide 10 days of COVID-19 Supplemental Sick Leave which will expire on June 30th, 2022. These additional leave days are for absences that are necessary due to the COVID-19 exposure, illness, testing or quarantine of a district employee. Leave will not accumulate if unused. These days will not need to be utilized for any unit members who are approved to work remotely. Pursuant to California Education Code 44964, in the event a unit member exhausts all ten (10) District-provided COVID-19 Supplemental Paid Sick Leave days during the 2021-2022 school year, the unit member's leave balances or pay shall not be reduced if the unit member is prohibited from working on campus due as a result of their contact with other persons having a contagious disease while performing their duties.
- 4.2 The District-provided COVID-19 Supplemental Paid Sick Leave may be used only for the same reasons as allowed for the COVID-19 Supplemental Paid Sick Leave Act. The use of COVID-19 leave will provide full pay for any of the qualifying reasons.
- 4.3 The District-provided COVID-19 Supplemental Paid Sick Leave will be accounted for separately from any other earned or accumulated sick leave and when utilized it shall be charged first before any other earned or accumulated sick leave.
- 4.4 If site and district administration deem it is necessary and essential due to limited substitute coverage options, Unit members required to quarantine and/or who are not permitted to access their work site shall be offered the option to work remotely during their period of quarantine. The purpose of working remotely is to ensure continuity in instruction for students and to provide individual unit members the opportunity to avoid leave deduction. Working remotely during periods of required quarantine shall be offered when quarantine is required of the unit member.: Unit members working remotely during a period of quarantine shall be required to perform the same work during the same hours they would be performing if they were on campus. Unit members who work remotely under this provision shall not have leave balances reduced and shall remain in active status.

5.0 Health and Safety – Cleaning and Sanitizing

- 5.1 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, copy machines and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
1. “Cleaning” involves water and soap or a detergent, does not use disinfecting agents, and significantly decreases germs on surfaces and decreases infectious risks.
 2. “Disinfection” kills germs on surfaces using specific agents. If a positive Covid-19 case has been identified, the spaces where the case spent a large proportion of their time (e.g., classroom, office, etc.) shall be disinfected daily by the night time custodial staff.
- 5.2 Regular deep cleaning and sanitizing of classroom spaces and staff workspaces shall be completed by trained staff per CDPH and County Department Health Guidelines and Orders.
- 5.3 Cleaning and sanitizing shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.
- 5.4 Facilities shall be sanitized within twenty-four (24) hours of any person with COVID-19 symptoms.
- 5.5 In the event a school/classroom requires closure based upon County Public Health recommendation and/or a confirmed COVID-19 infection or exposure has occurred, the District will await County Public Health guidance regarding cleaning/sanitization procedure. However, at a minimum, the District will perform a deep cleaning and sanitize the school/classroom.

6.0 Health and Safety – Physical Distancing

- 6.1 The District and GVTA unit members shall follow all state and county guidelines to ensure proper spacing between seating and desks.

7.0 Health and Safety - Air Ventilation and Air Filtration

- 7.1 The Parties affirm that public health officials indicate 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.
- 7.2 All HVAC equipment shall be equipped with MERV13 filters and changed at the recommended intervals based upon state and county regulations.

- 7.3 The District shall ensure a daily flush of any school site area where unit members and/or students will be present before and after occupancy.

8.0 Health and Safety - Accommodations

- 8.1 The Parties have a mutual interest in reasonably accommodating teachers who are at high risk due to COVID-19.
- 8.2 The unit member shall provide documentation as to their health risk.
- 8.3 The parties recognize that some individuals may have 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 ADA or FEHA, the District acknowledges that the interactive process may be required to safely evaluate working conditions for employees with health conditions that heighten the risk of severe outcomes with COVID-19. The bargaining unit members will be offered the opportunity to share what reasonable accommodations are requested to fulfill their essential duties of their respective job description through the interactive accommodation process.
- 8.4 Reasonable accommodation options for employees particularly vulnerable to COVID-19 due to a medical condition, may include, but not limited to:
1. Providing additional or enhanced personal protective equipment (PPE);
 2. Placing physical barriers to separate the vulnerable employee from coworkers or the public;
 3. Moving the employee workstations
 4. Support to achieve essential functions of the job
 5. Providing leave options or remote work when necessary and appropriate
- 8.5 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 their essential duties. The parties understand that this discussion is outside of the reasonable accommodations process required by the ADA and FEHA.
- 8.6 As part of either of the processes above, the District reserves the right to request the employee to provide sufficient documentation to verify the need for an accommodation.

FOR THE ASSOCIATION:

Kimberlee J Evans

Name

8/10/2021

Date

FOR THE DISTRICT:

Alan Wilby

Name

8/10/2021

Date