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ADDENDUM MOU
BY AND BETWEEN THE
SANTA BARBARA UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
SANTA BARBARA UNIFIED CHAPTER #37

This memorandum is an addendum to the Closure MOU signed on April 3, 2020 (attachment 1) and agreed upon between Santa Barbara Unified School District (SBUSD) and the California School Employees Association and its Santa Barbara Unified Chapter 37 (together "CSEA") concerning the impacts and effects of resumed SBUSD operations under COVID 19 conditions.

SBUSD and CSEA agree as follows:

1. Reopening

- 1.1. SBUSD shall follow the California Department of Education (CDE) guidance for school reopening to the extent possible.
- 1.2. SBUSD shall follow all state and local Public Health guidance and orders to the extent possible.
- 1.3. Upon awareness, SBUSD shall notify CSEA of any new or modified guidelines from Occupational Safety and Health Administration (OSHA), California OSHA, CDE, or state and local Public Health authorities and shall negotiate the effects of implementing those guidelines as appropriate.
- 1.4. Under the specific mandate by Public Health, SBUSD agrees to temporary closure and disinfecting of a classroom or site upon learning that infected persons were present in the environment.
- 1.5. SBUSD agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis and agrees to make updates accessible.
- 1.6. SBUSD agrees to engage in interactive process meeting/s to address any special or unique needs for unit members verified by healthcare providers as being at high risk from COVID-19 as it relates to planned SBUSD or schoolwide procedures.

2. Visitor Procedures

- 2.1. SBUSD supports CDE guidance recommendations as it pertains to school campus access by parents, students and other persons not on school staff, which state, at a minimum, face coverings should be worn:
 - 2.1.1. While waiting to enter the school campus.
 - 2.1.2. While on school grounds (except when eating or drinking in which case physical distancing should be implemented).
 - 2.1.3. While leaving the school campus.
- 2.2. SBUSD shall minimize access to SBUSD sites by limiting non-essential visitors, facility use agreements, and volunteers to the extent possible.
- 2.3. SBUSD shall enforce appropriate limitations on public access to school sites and safe arrangements for student drop-off and pickup.
- 2.4. SBUSD shall evaluate whether and to what extent external community organizations can safely utilize the site and campus resources.
 - 2.4.1. If external community organizations are permitted to use the facilities, they shall be provided with details on SBUSD policies and shall be expected to follow SBUSD's health and safety plans and state and local Public Health guidance.
- 2.5. SBUSD shall review facility use agreements and establish common facility protocols for all users of the facility.

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- 2.6. SBUSD shall establish a protocol for accepting deliveries safely.
 - 2.7. If unit members are in positions that require interaction with members of the public, SBUSD agrees to install physical barriers as appropriate and/or to develop policies and procedures to address health and safety (such as the requirement for the unit member and member of the public to wear face coverings when interacting, sanitizing between visitors, minimizing the exchange of materials, and minimizing the length of time for the interaction.)
3. **Safety**
- 3.1. **Physical Environment**
 - 3.1.1.1. SBUSD shall follow state and local public health guidelines and orders, including but not limited to making appropriate changes to the physical environment to maintain physical distancing to the extent possible.
 - 3.1.1.2. Rearrange furniture to allow for more space.
 - 3.1.1.3. Install barriers where appropriate.
 - 3.1.1.4. Remove furniture as needed.
 - 3.1.1.5. Post signage as visual reminders for physical distancing and use of face coverings.
 - 3.1.2. SBUSD shall rearrange workspaces to incorporate a minimum of six feet between unit members and students to the extent possible.
- 3.2. **Practices**
- 3.2.1. **Handwashing**
 - 3.2.1.1. SBUSD shall provide handwashing options (soap and water or sanitizer) and adequate break time for unit members to wash/sanitize hands frequently.
 - 3.2.1.2. SBUSD shall provide necessary supplies for preventive sanitation measures (including but not limited to soap and water, disposable towels or tissues, and hand sanitizer).
 - 3.2.1.3. SBUSD shall post signage reminding unit members about handwashing as a preventive measure.
 - 3.2.1.4. SBUSD shall engage in meaningful planning with unit members to reinforce family and student education of handwashing and to establish classroom schedules that allow for students to frequently handwash.
 - 3.2.2. **Face Coverings**
 - 3.2.2.1. SBUSD's expectation is that face coverings (face masks, face shields) shall be required of unit members at all times when within six feet of others or when traveling about a room, site, or campus with recognized exemptions for certain individuals.
 - 3.2.2.2. Student face coverings shall follow state and local Public Health guidance including noted exemptions.
 - 3.2.2.3. In the event face shields are used without face coverings, a cloth drape shall be adhered to the bottom of the face shield and tucked into the shirt to prevent droplets from exiting the barrier.

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3.2.3. Physical Distancing

- 3.2.3.1. SBUSD shall discourage unit members from congregating in communal work environments such as breakrooms, staff rooms, kitchens, copy rooms, and bathrooms.
- 3.2.3.2. SBUSD shall minimize grouping unit members together for training or staff development. Virtual training and distancing measures should be prioritized whenever possible.
- 3.2.3.3. SBUSD shall evaluate all workspaces to maximize the ability for unit members to maintain physical distancing to the extent possible.
- 3.2.3.4. In the event physical distancing is not possible, SBUSD's expectation is that face coverings, face masks, or face shields shall be required for staff at all times with noted exemptions.
- 3.2.3.5. If unit members are in positions that require interaction with members of the public, SBUSD agrees to install physical barriers as appropriate and to develop policies and procedures to address health and safety (such as the requirement for the unit member and member of the public to wear face coverings when interacting, sanitizing between visitors, minimizing the exchange of materials, minimizing the time of the interaction, etc.).

3.2.4. Disinfecting/Sanitizing

- 3.2.4.1. SBUSD shall establish and maintain a routine cleaning schedule in accordance with state and local Public Health guidance. Cleaning is defined as a plan for keeping school facilities at a high level of cleanliness, particularly with regard to sanitizing high-touch surfaces and an increased frequency of cleaning.
- 3.2.4.2. SBUSD shall work closely with any other organizations who manage the space on which office or classrooms spaces are located to ensure that routine cleaning procedures have been established in accordance with state and local Public Health guidance.
- 3.2.4.3. SBUSD shall provide cleaning service at all locations where it has been mutually determined that procedures for cleaning cannot otherwise be established in accordance with state and local Public Health guidance.
- 3.2.4.4. All unit members expected to clean or disinfect shall be properly trained and provided with appropriate PPE.
- 3.2.4.5. All unit members are expected to sanitize shared touch points in common areas after use and shall complete training on the use of hazardous substances and the use of antimicrobial substances.
- 3.2.4.6. All cleaning/antimicrobial or disinfecting products shall meet safety requirements and shall be approved by the supervisor and division lead prior to use.

3.3. Personal Protective Equipment (PPE)

- 3.3.1. SBUSD shall provide sufficient PPE for unit members appropriate for the population of students being served and relevant to CalOSHA requirements for each applicable classification or duty.
- 3.3.2. SBUSD shall implement a plan for ongoing purchasing of PPE and sanitation/disinfecting supplies.
- 3.3.3. SBUSD agrees to provide other PPE, as appropriate for work assignments, including but not limited to the following:

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- 3.3.3.1. Surgical masks, face shields, cloth drapes for face shields, disposable glove for cleaning and disinfecting, face coverings and/or disposable masks, appropriate PPE for COVID-19 disinfection (e.g. disposable gown, gloves, eye protection, and mask or respirator) in addition to any PPE required by product instructions.
- 3.3.4. If the PPE deemed by SBUSD as appropriate for specific assignments is not available, unit members shall not be required to work on site but may be provided with remote work.
- 3.4. Air Flow**
 - 3.4.1. CDC recommendation is to allow fresh air as much as possible.
 - 3.4.2. An analysis of entry and exit points shall be conducted and a plan determined for the ability to keep doors and windows open wherever feasible.
 - 3.4.3. Unit members shall be informed to keep doors and windows open to the extent feasible and to consider free-standing signage when SBUSD is closed to the public (except by appointment) to prevent people from coming into an open door.
- 3.5. Reporting Unsafe Conditions**
 - 3.5.1. Unit members must notify a supervisor of any unsafe conditions, allowing a reasonable amount of time for the supervisor to remedy the issue prior to filing a formal report.
 - 3.5.2. Unit members may formally report, in writing, any unsafe condition in the working environment to the immediate supervisor.
 - 3.5.3. After consultation with the division lead, the supervisor shall, within three (3) business days, respond in writing to the unit member, with simultaneous copy to CSEA and the division lead, stating what will be done to make the condition safe including the timeline or, if no action will be taken, the reason(s) why.
 - 3.5.4. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.
 - 3.5.5. All unit members shall have the right, without retaliation, to refuse to perform work reasonably considered to be unsafe, by notifying their supervisor in writing of such refusal and the basis therefore.
 - 3.5.6. Unit members may be directed to complete alternate work, work remotely, or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).
- 4. Supplies**
 - 4.1. SBUSD shall purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings where active screening has been adopted.
 - 4.2. SBUSD shall maintain adequate school-appropriate cleaning supplies to continuously sanitize and disinfect the school site in accordance with CDPH guidance and following CalOSHA and the Healthy Schools Act regulations.
 - 4.3. SBUSD shall ensure sufficient supplies of items such as hand sanitizer, soap, hand washing stations, tissues, no-touch trash cans and paper towels as needed.
- 5. Training and Information**
 - 5.1 SBUSD shall educate unit members on the topics listed below using methods that are easy to understand including verbal, visual, audiovisual and picture-centered handouts and other resources.

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5.2 All training and information shall be consistent with the Center for Disease Control (CDC) and state and local Public Health guidance and regulation.

5.2.1 COVID-19 School-Based Guidelines

5.3 Unit members required to actively screen students or staff for symptoms of COVID-19 shall be provided with sufficient information and training consistent with state and local public health guidance.

6. Screening

6.1. Staff Screening

- 6.1.1. All unit members shall engage in passive wellness screening daily prior to coming to work that includes a self-assessment wellness check that they are free from symptoms consistent with COVID-19 per CDC guidance.
- 6.1.2. Certain unit members will be required to engage in active screening procedures consistent with the work site procedures adopted, such as temperature checks, documentation that they are symptom-free, and/or COVID-19 testing.
- 6.1.3. If a unit member is assigned to actively screen other employees or students, that unit member shall be provided with training, sanitizing supplies, and PPE as appropriate.
- 6.1.4. If active screening is adopted, any documentation shall be kept confidential and maintained in a secure place.

6.2. Ongoing Symptom Screening

- 6.2.1. SBUSD agrees to regularly monitor for and exclude any student, parent/guardian, visitor, or staff showing symptoms of COVID-19 not due to a known or chronic condition.
- 6.2.2. School Health Assistants and LVNs may discuss with parents/guardians and refer to the health history form or emergency card to identify whether the student has a history of allergies or other known or chronic conditions that may present similar symptoms to those of COVID-19, which would not be a reason to exclude.

6.3. Student Screening

- 6.3.1. SBUSD agrees to adopt, train, and implement a process of either passive or active screening of all students entering campuses.
- 6.3.2. If active wellness screening for students is adopted, unit members required to actively screen shall be provided with the proper equipment and PPE such as no-touch thermometers, sanitizing materials, face coverings, face shields, etc.

6.4. Parent/Guardian Support

- 6.4.1. Parents/Guardians of SBUSD students shall be provided with information on how to passively screen students prior to them coming to school.
- 6.4.2. Parents/Guardians of SBUSD students shall be provided with information on COVID-19 related topics such as handwashing, physical distancing, and face coverings.

7. Testing and Contact Tracing

7.1. Public Health Liaison

- 7.1.1. SBUSD agrees to notify CSEA of any change to the identified liaison to Public Health.
- 7.1.2. The Public Health Liaison shall gather input from staff as requested by Public Health to assist with contact tracing.

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7.2. COVID-19 Exposure

- 7.2.1. SBUSD shall notify unit employees who have been exposed to confirmed cases of COVID-19 at work.
- 7.2.2. SBUSD shall notify CSEA of unit member exposure to confirmed cases of COVID-19.
- 7.2.3. CSEA agrees to maintain all information about confirmed cases of COVID-19 as confidential to the extent required by law.
- 7.2.4. CSEA agrees to cooperate with SBUSD in any necessary public health actions, such as contact tracing of infected individuals.
- 7.2.5. All information on COVID-19 confirmed cases shall be considered medical and be shared only with others on a need-to-know basis for purposes of business or health and safety.
- 7.2.6. If an individual with a confirmed case of COVID-19 comes into contact with a school site or district workplace while contagious, SBUSD will work directly with Santa Barbara County Public Health Department to determine next steps. SBUSD will follow the directives given by Santa Barbara County Health Department as they relate to isolation, quarantine, and cleaning/disinfecting, including any CDC mandatory waiting periods prior to having the location disinfected.

8. Return to Work after Temporary Closures

- 8.1. SBUSD agrees to give notice of five (5) business days prior to requesting a unit member report back to their site. Emergency services situations are excluded, provided District consults with CSEA.
- 8.2. For unit members verified by a healthcare provider as being in a high-risk group, SBUSD agrees to give notice totaling five (5) business days prior to the return date to allow for an interactive process meeting.
- 8.3. **Remote Work**
 - 8.3.1. While telecommuting (remote work from home), unit members are expected to be available during their normal designated working hours, must be reachable at all times during their regular work hours, abstain from alcohol and other substances, and be available to report to work within one hour of notification to perform assigned duties as needed.
 - 8.3.2. Unless otherwise agreed, Bargaining Unit Members are required to report to their assigned location. The SBUSD may allow Bargaining Unit Members to work from home if they have extenuating circumstances that may require modification to their work location.
 - 8.3.3. Bargaining Unit Members assigned to work remotely are not required to answer their phones or emails before or after their scheduled shift. SBUSD Administrators/Managers/Supervisors will avoid contacting members outside their normal working hours.
- 8.4. **Food Service**
 - 8.4.1. The SBUSD agrees to develop strategies to limit physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use).
 - 8.4.2. The SBUSD agrees to install physical barriers, such as sneeze guards and partitions at point of service and other areas where maintaining physical distance of six feet is difficult.

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- 8.4.3 The SBUSD agrees to modify Food Service operations in accordance with CDC recommendations.

9. Workload


- 9.1. Human Resources, the division lead for the respective department, and CSEA agree to meet to address any anticipated increased workload concerns to accommodate CDC guidelines and recommendations (e.g. installation of barriers or partitions or added cleaning schedule).
- 9.2. Unit members will be provided an opportunity to give direct feedback to their supervisor regarding workload concerns by email or in person.
- 9.3. Supervisors shall meet with the unit member within a reasonable timeframe to review and address reported workload issues.
- 9.4. SBUSD and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature due to the pandemic, CSEA and SBUSD recognize that some bargaining unit positions may be asked to perform duties not contained within their current job description and paid at least their current rate of pay or the higher rate for higher class work. This clause applies to sustained assignments of five (5) days within a 15-day period (does not include minor lower-class duties).
- 9.4.1. SBUSD and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party.
- 9.4.2. Compensation – As SBUSD facilities are closed to in-person instruction and SBUSD operations are curtailed due to the COVID 19 pandemic CSEA bargaining unit employees will not suffer any loss of pay or benefits relative to their regular assignments for the period the SBUSD is closed to in-person instruction or utilizes a blended learning model. SBUSD will continue to pay bargaining unit employees even if they are unable to work due to COVID 19 related reduction in use of SBUSD facilities.

10. Grievance Procedure

- 10.1. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance and arbitration provisions of Article 23 of the CBA, except as follows:
- 10.1.1. The definition of a grievant: only CSEA can be the grievant, not the unit member.
- 10.1.2. The definition of a grievance: a "grievance" does not require CSEA to be "adversely affected" for a grievance to be filed regarding an alleged violation, misapplication or misinterpretation of a provision of this agreement.
- 10.1.3. After attempting to resolve the grievance through an informal grievance resolution meeting between CSEA and the SBUSD, if the grievance is not resolved, CSEA may move the grievance immediately to the final step of the grievance process.
- 10.1.4. CSEA and the SBUSD agree that any alleged violation, misinterpretation, or misapplication of the terms of this agreement is time sensitive and therefore shall be resolved in expedited arbitration before an arbitrator mutually agreed upon by CSEA and the SBUSD.


- 10.1.5. Arbitration shall be scheduled within twenty (20) working days once the request for arbitration has been submitted, unless a different timeline is mutually agreed upon by CSEA and the SBUSD.
- 10.1.6. The Arbitrators decision on any grievance filed on an alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be binding upon CSEA and the SBUSD.

This MOU Addendum is subject to ratification by Chapter 37's executive board and the approval of the CSEA and the Santa Barbara Unified School Board of Education.



SBUSD

8/12/20
Date



Chapter #37

8/12/20
Date



CSEA

8/12/2020
Date