

San Marino Unified School District

COVID-19 Safety Plan (CSP)/

CalOSHA COVID-19 Prevention Program

February 18, 2021

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This COVID-19 Prevention Program (CPP) is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

Date: January 19, 2021

AUTHORITY AND RESPONSIBILITY

The SMUSD Human Resources Department has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices; following all directives, policies, and procedures; and assisting in maintaining a safe work environment.

IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS

We will implement the following in our workplace:

- Conduct workplace-specific evaluations using the [Appendix A: Identification of COVID-19 Hazards Form](#)
- Evaluate employees' potential workplace exposures to all persons at or who may enter our workplace
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls
- Conduct periodic inspections using the [Appendix B: COVID-19 Inspections form](#) as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedure
- Collect COVID-19 compliance feedback or issues online at <https://forms.gle/wUjKNvmzD3jtV8u67>

Employee Participation

Employees and their authorized employee representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by notifying their supervisor of any hazards or submit an [online report](#) on the SMUSD COVID-19 Compliance Team website.

Employee Screening

Employees complete an online screener that follows CDPH and LADPH guidelines. The screener survey must be completed prior to arrival or physical entry. All employees will also perform a non-contact temperature check at entry. Signage at entry points also remind and help ensure employees must wear face coverings, practice physical distancing and perform frequent

hand washing in the workplace.

CORRECTION OF COVID-19 HAZARDS

Unsafe or unhealthy work conditions, practices, or procedures will be documented on the Appendix B: COVID-19 Inspections form and corrected in a timely manner based on the severity of the hazards, as follows:

Correction of COVID-19 hazards will be accomplished in the follow manner:

- The severity of the hazard will be assessed and correction time frames assigned accordingly.
- Individuals are identified as being responsible for timely correction.
- Follow-up measures are taken to ensure timely correction.

CONTROL OF COVID-19 HAZARDS

Physical Distancing

Where possible, we ensure at least six feet of physical distancing at all times in our workplace by:

- Eliminating the need for workers to be in the workplace – e.g., telework or other remote work arrangements
- Reducing the number of persons in an area at one time, including visitors
- Visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel
- Staggered arrival, departure, work, and break times
- Adjusted work processes or procedures, such as reducing production speed, to allow greater distance between employees
- Reference section 3205(c)(6) for details

Individuals will be kept as far apart as possible when there are situations where six feet of physical distancing cannot be achieved.

Face Coverings

We provide clean, undamaged face coverings and ensure they are properly worn by employees over the nose and mouth when indoors; when outdoors and less than six feet away from another person, including non-employees; and where required by orders from the California Department of Public Health (CDPH) or local health department. Face coverings will be provided, replaced, and cleaned, as needed. Should an employee encounter non-employees that are not wearing face coverings, the employee should report the issue to their supervisor so that it is communicated to the District COVID-19 Compliance Team so that remedial action(s) can be taken, such as increasing signage and access to face coverings.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees wearing respiratory protection in accordance with CCR Title 8 section 5144 or other safety orders. Some employees, such as health staff that may physically interact with sick employees or students, may require the use of a respirator instead of a regular face covering.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- Specific tasks that cannot feasibly be performed with a face covering, where employees will be kept at least six feet apart.

Any employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons unless the unmasked employee is tested at least twice weekly for COVID-19.

Engineering Controls

We implement the following measures for situations where we cannot maintain at least six feet between individuals:

- Employees at main entry areas who may physically interact with members of the public or other employees have plexiglass barriers in place
- Employees who may be performing instructional assessments where a student may be less than 6' apart have plexiglass barriers in place
- Employees who may be distributing meals or devices to drive through pickups have face shields to provide an additional barrier

We maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems by:

- Maintaining and adjusting the ventilation system
- Upgrading filters to the highest level compatible with the existing ventilation system

Cleaning and Disinfecting

We implement the following cleaning and disinfection measures for frequently touched surfaces:

- Ensuring adequate supplies and adequate time for cleaning and disinfecting to be done properly. Cleaning supplies are stocked and continuously monitored at each site by the SMUSD Maintenance and Operations team.
- Employees and authorized employee representatives are informed of the frequency and scope of cleaning and disinfection. The daily and weekly cleaning schedules for all

locations are posted on the COVID-19 Compliance Team website and [here](#).

- A recorded log of cleaning times is posted at the location to inform employees on the frequency of the cleaning.

Should we have a COVID-19 case in our workplace, we will implement the following procedures:

- Perform a contact tracing interview to identify date of exposure and identify and close contacts
- Notify Maintenance & Operations to sanitize the locations where the case visited.
- Notify school staff to inform the general location of where the case visited and provide an update on the status of cleaning and disinfecting those locations. The notification will include reminders on safe distancing, wearing a mask, and handwashing. Also, the notification will provide a contact person should staff members have questions or concerns.

Shared Tools, Equipment and Personal Protective Equipment (PPE)

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by:

- Provide disinfectants, such as sanitizing wipes, near shared tools such as copiers, refrigerators, microwaves, visitor tablets, etc.
- Designated individuals may be assigned to use the tools rather than sharing the tool among others.

Sharing of vehicles will be minimized to the extent feasible, and high-touch points (for example, steering wheel, door handles, seat belt buckles, armrests, shifter, etc.) will be disinfected between users.

Hand Sanitizing

In order to implement effective hand sanitizing procedures, we:

- Evaluate handwashing facilities and implement mobile handwashing stations to increase access to sinks for handwashing
- Encourage and allow time for employee handwashing
- Provide employees with an effective hand sanitizer and prohibit hand sanitizers that contain methanol (i.e., methyl alcohol). Hand sanitizer is provided at all entry areas, including classrooms and offices.
- Encourage employees to wash their hands for at least 20 seconds each time. Signage

is posted near handwashing sinks to remind employees.

PPE Used to Control Employees' Exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or maintained.

Reference section 3205(c)(8)(e) for details on required respirator and eye protection use.

We provide and ensure use of eye protection and respiratory protection in accordance with section 5144 when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

INVESTIGATING AND RESPONDING TO COVID-19 CASES

This will be accomplished by using the Appendix C: Investigating COVID-19 Cases form.

Employees who had potential COVID-19 exposure in our workplace will be:

- Offered COVID-19 testing at no cost during their working hours. Employees who had exposure are directed to visit <https://covid19.lacounty.gov/testing/> to schedule an appointment for testing. For additional convenience, SMUSD employees may also participate in on-campus COVID-19 testing through the District's COVID-19 testing program.
- The information on benefits described in Training and Instruction and Exclusion of COVID-19 Cases, below, will be provided to them:
 - Consider SMUSD or government-sponsored leave benefits, including their right to paid sick leave as guaranteed by the Families First Coronavirus Response Act:
 - <https://www.labor.ca.gov/coronavirus2019/#chart>
 - <https://www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave>
 - The SMUSD HR 6201 Families First Coronavirus Response Act Leave of Absence request form is also posted on the Human Resources webpage at https://www.smusd.us/apps/pages/index.jsp?uREC_ID=29917&type=d&pREC_ID=23640

SYSTEM FOR COMMUNICATING

Our goal is to ensure we have effective two-way communication with our employees in a form

they can readily understand, and it includes the following information:

- Who employees should report COVID-19 symptoms and possible hazards to and how.
 - Employees should report any COVID-19 symptoms and hazards to their supervisor. The supervisor will respond and/or redirect the report to Human Resources and the COVID-19 Compliance Team.
- That employees can report symptoms and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- Where testing is not required, how employees can access COVID-19 testing.
 - Employees can access COVID-19 testing by notifying their health provider or visiting <https://covid19.lacounty.gov/testing/> or call 2-1-1 24 hours a day/7 days a week to schedule an appointment for no-cost testing. For additional convenience, SMUSD employees may also participate in on-campus COVID-19 testing through the District's COVID-19 testing program.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test. Testing can be accomplished at no cost to the employee during working hours, including when the testing is in response to CCR title 8 section 3205.1, multiple COVID-19 infections and COVID-19 outbreaks, as well as section 3205.2, major COVID-19 outbreaks.
 - Employees can access COVID-19 testing by notifying their health provider or visiting <https://covid19.lacounty.gov/testing/> or call 2-1-1 24 hours a day/7 days a week to schedule an appointment for no-cost testing. For additional convenience, SMUSD employees may also participate in on-campus COVID-19 testing through the District's COVID-19 testing program.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

The District created a COVID-19 Compliance Team that meets regularly to review hazards, how to control those hazards including COVID-19 policies and procedures. Furthermore, communications regarding changes and developments from the Compliance Team are provided to staff on a regular basis via email. The SMUSD COVID-19 Compliance Team website is available at <http://www.smusd.us/covid19complianceteam/>

TRAINING AND INSTRUCTION

We will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.

- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
 - COVID-19 is an infectious disease that can be spread through the air.
 - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
 - An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

COVID-19 training and communication is on-going. All employees are required to complete online training to mitigate the effects of COVID-19 risk and implement safe practices through the District's Targetsolutions online learning system. Furthermore, the COVID-19 Compliance Team provides weekly e-mail communication on the latest developments related to training and safety. Also, the SMUSD COVID-19 Compliance Team has a dedicated webpage summarizing and linking training resources for various SMUSD departments at https://www.smusd.us/apps/pages/index.jsp?uREC_ID=1906170&type=d&pREC_ID=2050144

Appendix E: COVID-19 Training Roster will be used to document this training.

EXCLUSION OF COVID-19 CASES

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Excluding asymptomatic employees with COVID-19 exposure from the workplace for 10 days after the last known COVID-19 exposure to a COVID-19 case with or without testing.
- Exposed asymptomatic health care workers
- All exposed asymptomatic employees permitted to reduce the quarantine period to less than 14 days must:

- Adhere strictly to all recommended non-pharmaceutical interventions, including wearing face coverings at all times, maintaining a distance of at least 6 feet from others, and other control interventions through Day 14.
- Use surgical face masks at all times during work for those returning from Day 7 and continue to use face coverings when outside their home through Day 14 after last exposure.
- Self-monitor for COVID-19 symptoms through Day 14 and if symptoms occur, immediately self-isolate and contact the local public health department or health care provider and seek testing.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related. This will be accomplished by:
 - Allowing them to work remotely when they can fulfill their duties from home
 - Employees should discuss with their supervisor and the Human Resources department regarding employer-provided employee sick leave benefits, payments from public sources or other means of maintaining earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.
- Providing employees at the time of exclusion with information on available benefits.

REPORTING, RECORD KEEPING, AND ACCESS

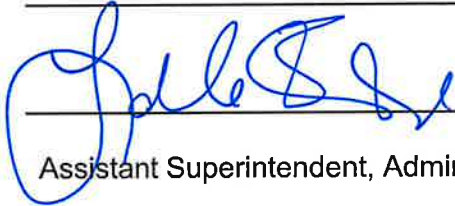
It is our policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, to authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the [Appendix C: Investigating COVID-19 Cases form](#) to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

RETURN-TO-WORK CRITERIA

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
 - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
 - COVID-19 symptoms have improved.
 - At least 10 days have passed since COVID-19 symptoms first appeared.
- COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
- A negative COVID-19 test will not be required for an employee to return to work.
- If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 10 days from the time the order to quarantine was effective.

Linda de la Torre



Assistant Superintendent, Administrative Services

2/19/21

Date

APPENDICES

Appendix A: Identification of COVID-19 Hazards

All persons regardless of symptoms or negative COVID-19 test results will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation: Enter Name(s)

Date: Enter Date

Name(s) of employee and authorized employee representative that participated: Enter Name(s)

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

Appendix B: COVID-19 Inspections

Date: Enter date

Name of person conducting the inspection: Enter names

Work location evaluated: Enter information

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Add any additional controls your workplace is using			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
Add any additional controls your workplace is using			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			
Add any additional controls your workplace is using			

Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date: Enter date

Name of person conducting the investigation: Enter name(s)

COVID-19 Case Investigation Information			
Employee (or non-employee*) name:		Occupation (if non-employee, why they were in the workplace):	
Location where employee worked (or non-employee was present in the workplace):		Date investigation was initiated:	
Was COVID-19 test offered?		Name(s) of staff involved in the investigation:	
Date and time the COVID-19 case was last present in the workplace:		Date of the positive or negative test and/or diagnosis:	
Date the case first had one or more COVID-19 symptoms:		Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	
Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):			

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:			
All employees who may have had COVID-19 exposure and their authorized representatives.	Date:		
	Names of employees that were notified:		
Independent contractors and other employers present at the workplace during the high-risk exposure period.	Date:		
	Names of individuals that were notified:		
What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?		What could be done to reduce exposure to COVID-19?	
Was local health department notified?		Date:	

*Should an employer be made aware of a non-employee infection source COVID-19 status.

Appendix D: Potential COVID-19 Exposure Contact Tracing

Name/Title of Person Being Traced: _____

Date Form was Completed: _____

[illegible]

Appendix E: COVID-19 Training Roster

Date: Enter date

Person that conducted the training: Enter name(s)

[illegible]

Appendix F: Definitions

COVID-19	Coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
COVID-19 Case	<p>A person who:</p> <ul style="list-style-type: none"> (1) Has a positive "COVID-19 test" as defined in Section 3205 (2) Is subject to COVID-19-related order to isolate issued by a local or state health official; or (3) Has died due to COVID-19, in determination of a local health department or per inclusion in the COVID-19 statistics of a county. <p>A person is no longer a "COVID-19 case" in this section when a licensed healthcare professional determines that the person does not have COVID-19, in accordance with recommendations made by the California Department of Public Health (CDPH) or the local health department pursuant to authority granted under the Health and Safety Code or title 17, California Code of Regulations to CDPH or the local health department.</p>
COVID-19 Exposure	Being within 6 feet of a "COVID-19 Case" for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the "high-risk exposure period" defined by this section. This applies regardless of the use of face coverings.
COVID-19 Hazard	Exposure to potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, sneezing, or procedures performed on a person which may aerosolize saliva or respiratory tract fluids, among other things. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.
COVID-19 Symptoms	Fever of 100.4 degrees Fahrenheit or higher, chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.
COVID-19 Test	<p>A viral test for SARS-CoV-2 that is:</p> <ul style="list-style-type: none"> (1) Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; and (2) Administered in accordance with the FDA approval or FDA Emergency Use Authorization as applicable.
Exposed Workplace	Any work location, working area, or common area at work used or accessed by a COVID-19 case during the high-risk period, including bathrooms, walkways, hallways, aisles, break or eating areas, waiting areas. The exposed workplace does not include buildings or facilities not

	<p>entered by COVID-19 case.</p> <p>Effective January 1, 2021, the “exposed workplace” also includes but is not limited to the “worksite” of COVID-19 case as defined by Labor Code Section 6409.6(d)(5), which states:</p> <p>“Worksite” means the building, store, facility, agricultural field, or other location where a worker worked during the infectious period. It does not apply to buildings, floors, or other locations of the employer that a qualified individual did not enter. In multiworksite environment, the employer need only notify (per AB685) employees who were at the same worksite as the qualified individual.</p>
Face Covering	A tightly woven fabric or non-woven material with no visible holes or openings, which covers the nose and mouth.
High-Risk Exposure Period	<p>The following time period:</p> <ul style="list-style-type: none"> (1) For persons who develop COVID-19 symptoms: from 2 days before they first develop symptoms until 10 days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or (2) For persons who test positive who never develop COVID-19 symptoms: for 2 days before until 10 days after the specimen for their first positive test for COVID-19 was collected.

ADDITIONAL CONSIDERATIONS

Additional Consideration #1

Multiple COVID-19 Infections and COVID-19 Outbreaks

This section applies should there be three or more COVID-19 cases in your workplace within a 14-day period. Reference section 3205.1 for details.

This section of the CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

- We will provide COVID-19 testing to all employees in our exposed workplace except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during employees' working hours.
- COVID-19 testing consists of the following:
 - All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
 - After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
 - We will provide additional testing when deemed necessary by Cal/OSHA.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with our CPP *Exclusion of COVID-19 Cases and Return to Work Criteria* requirements and local health officer orders if applicable.

Investigation of workplace COVID-19 illness

We will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP *Investigating and Responding to COVID-19 Cases*.

COVID-19 investigation, review and hazard correction

In addition to our CPP *Identification and Evaluation of COVID-19 Hazards and Correction of COVID-19 Hazards*, we will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
 - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
 - Our COVID-19 testing policies.
 - Insufficient outdoor air.
 - Insufficient air filtration.
 - Lack of physical distancing.
- Updating the review:
 - Every thirty days that the outbreak continues.
 - In response to new information or to new or previously unrecognized COVID-19 hazards.
 - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
 - Moving indoor tasks outdoors or having them performed remotely.
 - Increasing outdoor air supply when work is done indoors.
 - Improving air filtration.
 - Increasing physical distancing as much as possible.
 - Respiratory protection.

Notifications to the local health department

- Immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in our workplace, we will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.
- We will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. We will continue to give notice to the local health department of any subsequent COVID-19 cases at our workplace.

Additional Consideration #2 Major COVID-19 Outbreaks

This section applies should there be 20 or more COVID-19 cases within a 30-day period. Reference section 3205.2 for details.

This section of the CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

We will provide twice a week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at our exposed workplace during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during employees' working hours.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with our CPP *Exclusion of COVID-19 Cases and Return to Work Criteria*, and any relevant local health department orders.

Investigation of workplace COVID-19 illnesses

We will comply with the requirements of our CPP *Investigating and Responding to COVID-19 Cases*.

COVID-19 hazard correction

In addition to the requirements of our CPP *Correction of COVID-19 Hazards*, we will take the following actions:

- In buildings or structures with mechanical ventilation, we will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- We will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- We will evaluate whether to halt some or all operations at our workplace until COVID-19 hazards have been corrected.
- Implement any other control measures deemed necessary by Cal/OSHA.

Notifications to the local health department

We will comply with the requirements of our *Multiple COVID-19 Infections and COVID-19 Outbreaks-Notifications to the Local Health Department*.

Additional Consideration #3

COVID-19 Prevention in Employer-Provided Housing

The San Marino Unified School District does not provide Employer-provided housing at this time.

Assignment of housing units

We will ensure that shared housing unit assignments are prioritized in the following order:

- Residents who usually maintain a household together outside of work, such as family members, will be housed in the same housing unit without other persons.
- Residents who work in the same crew or work together at the same worksite will be housed in the same housing unit without other persons.
- Employees who do not usually maintain a common household, work crew, or worksite will be housed in the same housing unit only when no other housing alternatives are possible.

Physical distancing and controls

We will ensure:

- The premises are of sufficient size and layout to permit at least six feet of physical distancing between residents in housing units, common areas, and other areas of the premises.
- Beds are spaced at least six feet apart in all directions and positioned to maximize the distance between sleepers' heads. For beds positioned next to each other, i.e., side by side, the beds will be arranged so that the head of one bed is next to the foot of the next bed. For beds positioned across from each other, i.e., end to end, the beds will be arranged so that the foot of one bed is closest to the foot of the next bed. Bunk beds will not be used.
- Maximization of the quantity and supply of outdoor air and increase filtration efficiency to the highest level compatible with the existing ventilation system in housing units.

Face coverings

We will provide face coverings to all residents and provide information to residents on when they should be used in accordance with state or local health officer orders or guidance.

Cleaning and disinfection

We will ensure that:

- Housing units, kitchens, bathrooms, and common areas are effectively cleaned and disinfected at least once a day to prevent the spread of COVID-19. Cleaning and disinfecting shall be done in a manner that protects the privacy of residents.
- Unwashed dishes, drinking glasses, cups, eating utensils, and similar items are not shared.

Screening

We will encourage residents to report COVID-19 symptoms to the employee's supervisor.

COVID-19 testing

We will establish, implement, and maintain effective policies and procedures for COVID-19 testing of occupants who had a COVID-19 exposure, who have COVID-19 symptoms, or as recommended by the local health department.

Isolation of COVID-19 cases and persons with COVID-19 exposure

We will:

- Effectively isolate COVID-19 exposed residents from all other occupants. Effective isolation will include providing COVID-19 exposed residents with a private bathroom, sleeping area, and cooking and eating facility.
- Effectively isolate COVID-19 cases from all occupants who are not COVID-19 cases. Effective isolation will include housing COVID-19 cases only with other COVID-19 cases, and providing COVID-19 case occupants with a sleeping area, bathroom, and cooking and eating facility that is not shared by non-COVID-19-case occupants.
- Keep confidential any personal identifying information regarding COVID-19 cases and persons with COVID-19 symptoms, in accordance with our CPP *Investigating and Responding to COVID-19 Cases*.
- End isolation in accordance with our CPP *Exclusion of COVID-19 Cases and Return to Work Criteria*, and any applicable local or state health officer orders.

Additional Consideration #4

COVID-19 Prevention in Employer-Provided Transportation to and from Work

Assignment of transportation

We will prioritize shared transportation assignments in the following order:

- Employees residing in the same housing unit will be transported in the same vehicle.
- Employees working in the same crew or worksite will be transported in the same vehicle.
- Employees who do not share the same household, work crew or worksite will be transported in the same vehicle only when no other transportation alternatives are possible.

Physical distancing and face coverings

We will ensure that the:

- Physical distancing and face covering requirements of our *CPP Physical Distancing and Face Coverings* are followed for employees waiting for transportation.
- Vehicle operator and any passengers are separated by at least three feet in all directions during the operation of the vehicle, regardless of the vehicle's normal capacity. Vehicle operator and any passengers are provided and wear a face covering in the vehicle as required by our *CPP Face Coverings*.

Screening

We will develop, implement, and maintain effective procedures for screening and excluding drivers and riders with COVID-19 symptoms prior to boarding shared transportation.

Cleaning and disinfecting

We will ensure that:

- All high-contact surfaces (door handles, seatbelt buckles, armrests, etc.) used by passengers are cleaned and disinfected before each trip.
- All high-contact surfaces used by drivers, such as the steering wheel, armrests, seatbelt buckles, door handles and shifter, are cleaned and disinfected between different drivers.
- We provide sanitizing materials, training on how to use them properly, and ensure they are kept in adequate supply.

Ventilation

We will ensure that vehicle windows are kept open, and the ventilation system set to maximize outdoor air and not set to recirculate air. Windows do not have to be kept open if one or more of the following conditions exist:

- The vehicle has functioning air conditioning in use and the outside temperature is greater than 90 degrees Fahrenheit.
- The vehicle has functioning heating in use and the outside temperature is less than 60 degrees Fahrenheit.
- Protection is needed from weather conditions, such as rain or snow.

- The vehicle has a cabin air filter in use and the U.S. EPA Air Quality Index for any pollutant is greater than 100.

Hand hygiene

We will provide hand sanitizer in each vehicle and ensure that all drivers and riders sanitize their hands before entering and exiting the vehicle. Hand sanitizers with methyl alcohol are prohibited.

Date: _____

2021 COVID-19 School Guidance Checklist

Name of Local Educational Agency or Equivalent: _____

Number of schools: _____

Enrollment: _____

Superintendent (or equivalent) Name: _____

Address: _____

Phone Number: _____

Email: _____

Date of proposed reopening: _____

County: _____

Grade Level (check all that apply)

Current Tier: _____
(please indicate Purple, Red, Orange or Yellow)

☐ TK ☐ 2nd ☐ 5th ☐ 8th ☐ 11th

☐ K ☐ 3rd ☐ 6th ☐ 9th ☐ 12th

☐ 1st ☐ 4th ☐ 7th ☐ 10th

Type of LEA: _____

This form and any applicable attachments should be posted publicly on the website of the local educational agency (or equivalent) prior to reopening or if an LEA or equivalent has already opened for in-person instruction. For those in the Purple Tier, materials must additionally be submitted to your local health officer (LHO), local County Office of Education, and the State School Safety Team prior to reopening.

The email address for submission to the State School Safety for All Team for LEAs in Purple Tier is:

K12csp@cdph.ca.gov

LEAs or equivalent in Counties with a case rate $\geq 25/100,000$ individuals can submit materials but cannot re-open a school until the county is below 25 cases per 100,000 (adjusted rate) for 5 consecutive days.

For Local Educational Agencies (LEAs or equivalent) in ALL TIERS:

☐ I, _____, post to the website of the local educational agency (or equivalent) the COVID Safety Plan, which consists of two elements: the **COVID-19 Prevention Program (CPP)**, pursuant to CalOSHA requirements, and this **CDPH COVID-19 Guidance Checklist** and accompanying documents,

which satisfies requirements for the safe reopening of schools per CDPH [Guidance on Schools](#). For those seeking to open while in the Purple Tier, these plans have also been submitted to the local health officer (LHO) and the State School Safety Team.

I confirm that reopening plan(s) address the following, consistent with guidance from the California Department of Public Health and the local health department:

☐ **Stable group structures (where applicable):** How students and staff will be kept in stable groups with fixed membership that stay together for all activities (e.g., instruction, lunch, recess) and minimize/avoid contact with other groups or individuals who are not part of the stable group.

Please provide specific information regarding:

How many students and staff will be in each planned stable, group structure? (If planning more than one type of group, what is the minimum and maximum number of students and staff in the groups?)

If you have departmentalized classes, how will you organize staff and students in stable groups?

If you have electives, how will you prevent or minimize in-person contact for members of different stable groups?

☐ **Entrance, Egress, and Movement Within the School:** How movement of students, staff, and parents will be managed to avoid close contact and/or mixing of cohorts.

☐ **Face Coverings and Other Essential Protective Gear:** How CDPH's face covering requirements will be satisfied and enforced for staff and students.

☐ **Health Screenings for Students and Staff:** How students and staff will be screened for symptoms of COVID-19 and how ill students or staff will be separated from others and sent home immediately.

☐ **Healthy Hygiene Practices:** The availability of handwashing stations and hand sanitizer, and how their safe and appropriate use will be promoted and incorporated into routines for staff and students.

☐ **Identification and Tracing of Contacts:** Actions that staff will take when there is a confirmed case. Confirm that the school(s) have designated staff persons to support contact tracing, such as creation and submission of lists of exposed students and staff to the local health department and notification of exposed persons. Each school must designate a person for the local health department to contact about COVID-19.

☐ **Physical Distancing:** How space and routines will be arranged to allow for physical distancing of students and staff.

Please provide the planned maximum and minimum distance between students in classrooms.

Maximum: _____ feet

Minimum: _____ feet. If this is less than 6 feet, please explain why it is not possible to maintain a minimum of at least 6 feet.

☐ **Staff Training and Family Education:** How staff will be trained and families will be educated on the application and enforcement of the plan.

☐ **Testing of Staff:** How school officials will ensure that students and staff who have symptoms of COVID-19 or have been exposed to someone with COVID-19 will be rapidly tested and what instructions they will be given while waiting for test results. Below, please describe any planned periodic asymptomatic staff testing cadence.

Staff asymptomatic testing cadence. Please note if testing cadence will differ by tier:

☐ **Testing of Students:** How school officials will ensure that students who have symptoms of COVID-19 or have been exposed to someone with COVID-19 will be rapidly tested and what instructions they will be given while waiting for test results. Below, please describe any planned periodic asymptomatic student testing cadence.

Planned student testing cadence. Please note if testing cadence will differ by tier:

☐ **Identification and Reporting of Cases:** At all times, reporting of confirmed positive and suspected cases in students, staff and employees will be consistent with [Reporting Requirements](#).

☐ **Communication Plans:** How the superintendent will communicate with students, staff, and parents about cases and exposures at the school, consistent with privacy requirements such as FERPA and HIPAA.

☐ **Consultation: (For schools not previously open)** Please confirm consultation with the following groups

☐ Labor Organization

Name of Organization(s) and Date(s) Consulted:

Name: _____

Date: _____

☐ Parent and Community Organizations

Name of Organization(s) and Date(s) Consulted:

Name: _____

Date: _____

If no labor organization represents staff at the school, please describe the process for consultation with school staff:

For Local Educational Agencies (LEAs or equivalent) in PURPLE:

☐ **Local Health Officer Approval:** The Local Health Officer, for (state County) _____. County has certified and approved the CSP on this date: _____. If more than 7 business days have passed since the submission without input from the LHO, the CSP shall be deemed approved.

Additional Resources:

[Guidance on Schools](#)

[Safe Schools for All Hub](#)

SMTA

San Marino Teachers Association

San Marino Teachers Association
PO Box 81023
San Marino, CA 91118

October 14, 2020

To Whom It May Concern:

This letter confirms that the San Marino Teachers' Association ("SMTA") has met and conferred with the San Marino Unified School District ("District") regarding the District's petition to allow in-person instruction for TK-2 grade students. As a result of the consultation, the SMTA supports the District's petition, and this letter may be submitted to the Los Angeles County Office of Education to document SMTA's support of the petition.

Respectfully,



Jessica Bulgin
Lead Negotiator,
SMTA Vice President
sanmarinoTA@gmail.com

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN MARINO UNIFIED SCHOOL DISTRICT
AND
THE SAN MARINO TEACHERS ASSOCIATION**

Date: October 14, 2020

This Memorandum of Understanding (MOU) is between San Marino Unified School District ("District") and the San Marino Teachers Association (SMTA) and sets forth the parties' agreed upon negotiated effects of District decisions regarding the 2020-2021 academic year in a COVID-19 environment.

This MOU is an addendum to the current collective bargaining agreement and addresses the impact to unit members on the District's decision to apply for a TK-2 Waiver and to resume in-person services for special education students. The parties acknowledge that more issues, known and unknown at this time, remain to be addressed regarding the safety of staff and students as schools reopen. The District will continue to consider the guidance of the California Department of Education and the Los Angeles County Health Department and other governmental entities related to pandemic health and safety matters.

Therefore, the District and SMTA agree as follows:

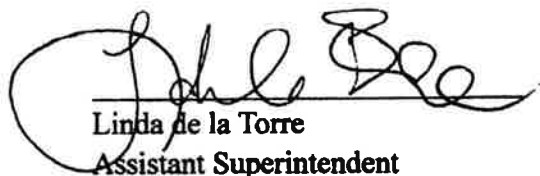
1) SMTA's Support of a TK-2 Grade Waiver:

In consultation with SMTA, the District is applying for the TK-2nd Grade In-Person Instruction Waiver. It is agreed and understood that SMTA will write a letter of support required for submission of the application by the end of the week and that the District will work with SMTA to identify the estimated number of students that will return for in-classroom instruction per grade along with the estimated number of administrators, teachers, and other employees returning to support in-classroom instruction. The District agrees to continue to meet and confer with SMTA to establish the number of student cohorts that will be on campus weekly. [A cohort refers to a stable group of students or supportive adults totaling no more than 12, plus up to 2 supervising adults (teachers, teachers aid, volunteer, etc.) responsible for the group as a whole, in other words, not more than 14 persons total]. Moreover, prior to the return of TK-2 students, the District and the Association agree to negotiate the effects of in-person instruction.

2) SMTA's Support of In-Classroom Special Education Services:

In consultation with SMTA, the District will begin providing certain in-person special education services and instruction on campus commencing on October 21, 2020. It is

understood that students attending school in-person will receive synchronous instruction delivered by their teachers who may provide this instruction either in-person or remotely while instructional assistants, working in-person with students shall provide in-classroom supervision and support in guiding the student and assisting the teachers.



Linda de la Torre
Assistant Superintendent
Administrative Services



Jessica Bulgin, Lead Negotiator

DATE: 10/14/20

DATE: 10/14/20

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN MARINO UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN MARINO CHAPTER 120 (CSEA)
Date: September 4, 2020**

This Memorandum of Understanding (MOU) is between San Marino Unified School District ("District") and the California School Employees Association and its San Marino Chapter 120 ("CSEA") and sets forth the parties' agreed upon negotiated effects of District decisions regarding the 2020-2021 academic year in a COVID-19 environment.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The District recognizes the importance of prudent measures to prevent District employees, students, and any authorize individuals using District facilities from being exposed to or infected with COVID-19.

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

1. Adherence to Health Guidelines

The District shall adhere to the COVID-19 requirements issued by the California Department of Public Health ("CDPH"), the Los Angeles County Department of Public Health (LACDPH), and the Los Angeles County Office of Education (LACOE). The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

2. Safety

Due to the COVID-19 outbreak, the following protocols will be in place until a time when the Los Angeles County Department of Public Health (LACDPH) deems them to be no longer required:

- **Handwashing and Sanitation:** The District will ensure sufficient access to handwashing and sanitizer supplies. All classroom and bathroom sinks shall be stocked with soap and paper towels. All other supplies needed to sanitize work locations shall be provided by the District. It shall not be the bargaining members' responsibility to purchase or provide any materials necessary for handwashing or sanitizing. Unit members shall be permitted and encouraged to wash their hands every thirty (30) minutes. The District shall post proper handwashing procedures at all wash stations.
- **Personal Protective Equipment:** The District shall enforce a policy requiring all staff and students to wear face masks, as per the LACDPH guidelines, which includes exceptions. Unit members may bring their own face masks so long as it complies with public health guidelines. The District shall provide disposable masks if a unit member or student does not have a face mask. The policy will not require face masks for unit members if they present documentation from a medical professional to verify that a mask cannot be worn. The policy will provide that face shields with neck drapes tucked into the shirt shall be used by unit members who cannot wear a face mask. The District will also

provide additional personal protective equipment, as outlined by the LACDPH, for work assignments that require contact with a student for more than 15 minutes at a time, that will be within less than the required physical distancing guidelines, such as instructional assistants, inclusion aides and health aides. This will include gloves, and face shields. Information shall be provided to staff and students on proper use, removal, and washing of cloth face coverings using information from CDPH and LACDPH.

- **Physical Distancing:** The District shall follow the LACDPH physical distancing guidelines including but not limited to implementing plans incorporating the following components:
 - a. Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet of distance between individuals, or current LACDPH recommended distance, and to implement alternative safety measures when six feet of distancing is not possible (e.g., front counters, one-on-one student assistance).
 - b. To the extent feasible, and as recommended by LACDPH, attempt to create smaller student and staff cohorts to minimize the mixing and movement of student groups and staff throughout the day.
 - c. In a circumstance where sufficient physical distancing is difficult or impossible, all individuals, including staff and students, must wear face coverings that cover the mouth and nose consistent with public health guidance. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread when physical distancing is not feasible. In the event a unit members' duties require frequent interaction with students in close proximity, unit members will be provided with and required to wear a face shield.
 - d. This requirement may be altered only in accordance with LA County Department of Public Health and California Department of Public Health guidelines. Additionally, the District agrees to develop a plan that ensures physical distancing among staff in their work environment to reduce the spread of virus which includes:
 - (1) Reducing staff congregation in work environments, break rooms, staff rooms, and bathrooms. In order to maintain appropriate physical distance in staff break areas, the District shall consider; staggered break times, limited occupancy, and establishment of additional break areas.
 - (2) Reducing the grouping of staff together for training or staff development. Virtual training and distancing measures shall be considered.
 - (3) Evaluating all workspaces to ensure that employees can maintain physical distancing to the extent possible.
 - (4) Where possible, rearranging workspaces to incorporate a minimum of six feet between employees and students.
 - (5) If physical distancing between workspaces or between employees and students/visitors is not possible, District agrees to install physical barriers of plexiglass or other material. [Reference http://publichealth.lacounty.gov/media/coronavirus/docs/protocols/Reopening_K12Schools.pdf]

Limited Access to School Sites: During school hours and in accordance with guidance from the LACDPH, entrance to all SMUSD campuses shall be restricted to students, employees, and authorized personnel.

▪ **Reporting Unsafe Conditions**

- a. In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor or human resources. The supervisor or human resources shall acknowledge receipt of the report and provide a response as soon as practicable. Within four (4) -working days, the supervisor or human resources will respond in writing to the employee, with a simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why.
- b. All employees shall have the right, without retaliation, to refuse to perform work under ongoing conditions directly affecting the employee which does not comply with the safety requirements of this MOU. In such circumstances, the unit member must immediately notify their supervisor of the specific concern and collaborate with the supervisor to resolve the concern. If it cannot be resolved, the unit member must send an email to document this refusal and the basis. Employees may be directed to complete alternate work or work under modified conditions as directed until notified by the District that the safety concern has been addressed.

▪ **Daily Cleaning and Disinfecting**

- a. The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected prior to the start of each school day, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using effective disinfectants necessary to comply with CDPH and LACDPH standards.
- b. All unit members shall assist with sanitizing the classroom, office, or work location after each class, break, and/or staff or student visitor. Sanitizing is defined as spraying District approved and supplied disinfectant without wiping, on classroom surfaces, such as desks, tables, chairs, shared materials and supplies between student groups, and leaving to dry for no less than 10 minutes.

3. Screening of Unit Members

- In conjunction with any LACDPH orders and directions from the District's Covid-19 Compliance Committee, unit members will be required to follow the District's screening protocols. Unit members shall stay home if they have symptoms consistent with COVID-19, or if they have had close contact with a person diagnosed with COVID-19. Unit members shall answer a brief screener survey daily on a District approved application ("app"), which will indicate whether or not the employee is clear to come to work.
- If the app gives a notification to stay home, the unit member shall adhere to the following steps:
 - a. Notify immediately the supervisor or designee
- Any unit member who reports to work but is sent home due to coronavirus screening shall receive one day's reporting pay for that day as emergency paid sick leave when permitted under the Families First Coronavirus Response Act, prior to any leave being drawn from that unit member's leave banks.

4. Student Screener Protocols

- The District may require unit members to assist with screening students upon egress prior to the instructional day. Screening duties include;
 - a. looking for a green indicator on the students' mobile devices showing they are clear to enter campus,

- b. directing students without a mobile device to a designated location to be self-screened, and
- c. taking the temperature of a student with a touch-less thermometer provided by the District.
- The District shall provide personal protective equipment, such as a face mask, face shield, disposable gown, and disposable gloves to protect the screener.

5. Testing and Tracing

- The District shall notify unit members who have been exposed to COVID-19 at work.
- The District shall notify CSEA if unit members have been exposed to COVID-19 at work.
- The District shall provide access to COVID testing at no expense to unit members where potential exposure has occurred at work.
- CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

6. Accommodations for Vulnerable Employees

- The District explicitly acknowledges that the interactive process may be required to make work safe for unit members with health conditions that heighten the risk of severe outcomes with COVID-19.
- **Confidentiality:** The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
- **Interactive Process:** The District agrees to initiate the interactive process for unit members whose physician designates them as “high risk” or “vulnerable” as related to exposure to COVID-19.
- The District agrees to protect and support unit members who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk. The District shall make reasonable efforts to accommodate requests by unit members who have a verified concern due to his/her own underlying health issues or verified underlying health issues of a family member who is considered “High Risk” that they cohabitate with. The unit member shall provide the District with a doctor’s note upon request. The District will meet with the unit member to determine reasonable accommodations.
- **Reasonable Accommodations:** The District shall provide reasonable accommodations when feasible for employees particularly vulnerable to COVID-19 due to a medical condition, which may include:
 - a. Providing additional or enhanced personal protective equipment (PPE);
 - b. Placing physical barriers to separate the vulnerable unit member from coworkers or the public;
 - c. Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
 - d. Moving the unit members workstations;
 - e. Adjusting shift times to reduce contact with other employees;
 - f. And permitting telework.

- If reasonable accommodations are not possible, the District will work with the unit member to develop a flexible leave plan that endeavors to avoid exhausting the unit member's earned leave.

7. Leaves

- In the event a unit member is unable to work due to COVID-19 related illness, the unit member may use available leaves without fear of reprisal. The District will follow all applicable state and federal leave, including laws related to COVID-19, and leaves made available in the Collective Bargaining Agreement, Article 10 Leaves of absence.
- **Families First Coronavirus Response Act:** The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave through December 31, 2020. Specifically, HR 6201 provides as follows:
 - a. 80 hours of paid sick leave for full-time unit members (pro rata for part-time) at the unit member's regular rate of pay (up to \$511 per day and \$5,110 in total) if:
 - i) The unit member is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - ii) The unit member has been advised by a health care provider to self-quarantine because of COVID-19; or
 - iii) The unit member is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
 - b. 80 hours of paid leave for full-time unit member (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
 - i) The unit member is caring for an individual subject to an order or advised to self-isolate;
 - ii) The unit member is caring for their own child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions; or
 - iii) The unit member is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

The parties recognize that such leave as provided by HR 6201 shall be available to all unit members in the appropriate circumstances and shall be drawn prior to any other forms of paid or unpaid leave available to such unit members.

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any unit member who has been employed for at least 30 days, making it available to unit members unable to work due to the need to care for a unit member's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days.

The parties acknowledge that these changes apply to unit members and that they may use any previously-accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

Unit members may use the FFCRA's expanded FMLA leave to address a childcare provider or school emergency affecting their children.

8. Return to Work Employees

- District agrees to give 48-hours' notice prior to requesting an employee report back to their site.
- The District and CSEA agree that CSEA bargaining unit employees whose work can be performed at home may, with District approval, perform their work at home at the discretion of the employee.
- Unit members choosing to work from home must provide their own internet equipment for working remotely, and the District will provide a Chromebook to any unit member who is working from home. A unit member must obtain advanced written approval to be reimbursed for any additional equipment needed to work from home.

9. Work Hours/Location:

- The parties agree that unit employees shall report to work at regularly assigned hours for the 2020-2021 year, per Article 9 of the collective bargaining agreement.
- Any change in work schedule (i.e., start and end time) shall be negotiated with CSEA prior to implementation.
- Any change in working hours shall be negotiated with CSEA prior to implementation.
- The parties agree that unit members shall report to work at regularly assigned work locations for the 2020-2021 year. Involuntary transfer shall be initiated pursuant to Article 6.3.1 of the CBA, "The District may initiate a transfer after providing affected employee with written notice ten (10) working days in advance of the effective date of the transfer, unless the District can articulate extenuating circumstances for a shorter notification. A member of the bargaining unit who is to be transferred may request a conference with and/or written statement from the immediate administrator regarding the reasons for the transfer. An involuntary transfer shall not result in the loss of compensation or fringe benefits for any unit member."

10. Duties:

- General:
 - a. The District 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 for the current conditions CSEA and the District recognize that some unit positions may be asked to perform duties not currently contained within their current job description.
 - b. Any additional duties performed or hours worked per this MOU will cease at the District's sole discretion or, at the latest, at the conclusion of this MOU, and will not become a permanent part of the unit member's position or duty day.
 - c. Article 7.6 will apply when a unit member is performing the duties of a particular higher class for at least 75% of their daily work shift for five or more work days within a fifteen day period. When a unit member performs "additional duties" described in this MOU (below) in the 2020-2021 school year, those duties will be considered a part of their regular assignment.
- All Positions - Examples of additional duties that may be required include:

- a. **Safety Duties:** In the spirit of collaboration and necessity to maintain student and staff safety at the most optimal level possible, the District may assign unit members to perform health and safety duties that are not included in their typical job duties, such as but not limited to screening, physical distancing supervision, and assistance with sanitizing surfaces between classes and during breaks. Additional duties, as assigned, will be during contractual hours. Upon mutual agreement, unit members may support the implementation of safety measures beyond contractual hours at the unit members' hourly rate. Temperature taking duties shall first be offered to unit members on a voluntary basis. Participating unit members shall be trained in screening technique prior to screening.
- b. **Clerical Duties:** To support the productivity of other classified employees and the District, unit members (including those listed below) may be temporarily assigned to perform clerical or other administrative duties to support, but not supplant, the work performed by other District employees or laid off employees.
- Specific Positions - Examples of additional duties that may be required:
 - c. **Special Ed. Inclusion Aides, ELD Instructional Assistants, Instructional Assistant PE aides** will have consistent engagement and direction from their supervisors and/or partnering teachers related to the new distance learning and/or hybrid learning model. All aides will continue printing/scanning packets, organizing and assisting to disseminate materials to parents and students. All of the positions listed may also be asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards.
 - d. **Instructional Classroom Aides** will also be assisting with online breakout groups for distance learning. They will also continue assisting with printing/scanning packets, organizing and assisting to disseminate materials to parents/students, -and may be asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards.
 - e. **Instr. Asst. III Library Media** employees will continue to work with teachers and students regarding the availability of resources. Specifically, how and where to pick and drop them off per their principal's directions,-and-may be asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards.
 - f. **Health Aides** – will help monitor screening protocols for employee, visitor, and student screenings via Google Doc Survey form listed on SMUSD website, may be asked to assist with other aspects of the District's safety protocols and planning, and may be asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards.
 - g. **Talent Bank Coordinator** will be implementing an online program ~~online~~ with current vendors. ;
 - h. **Noon Duty Aides** may be asked to assist with food service pick ups, chrome book drop off/pick up, assisting with security and screening at sites when visitors and contractors come on campus, and-may be asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards.

- The District 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 shall not be considered precedent setting for either party. Any additional temporary transfer of duties shall be negotiated.

11. Pay/Benefits

- 12. No loss of pay during COVID-19 related closures or curtailments:** Unit members performing work or on a 100% paid leave of absence shall continue to receive their full compensation and benefits. In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, unit members will be temporarily reassigned to duties at other open District sites until the regular worksite reopens.

13. Grievance Procedure

Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.

14. Instructional Assistant I- Health-Aide Position (Carver Elementary School)

- The Parties agree that, when students return to **hybrid** in-person learning at Carver Elementary School, the District will increase hours of the 0.3 FTE Health Aide Position by 0.45 FTE, for a total of 0.75 FTE (6 hours per day). This MOU provision does not affect the District's future right to increase/reduce/modify any positions.

This memorandum of understanding expires on June 30, 2021. Should the need for this Memorandum of Understanding extend beyond June 30, 2021, the parties may mutually agree to extend this Memorandum of Understanding.

SAN MARINO UNIFIED SCHOOL DISTRICT



Linda de la Torre
Assistant Superintendent
Administrative Services


DATE: 9-8-20

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS CHAPTER 120



Marguerite Lindsay
President

DATE: 9.9.20



Effie Yang

CSEA Labor Relations Representative

DATE: 9/9/20

**MEMORANDUM OF UNDERSTANDING
BETWEEN SAN MARINO UNIFIED SCHOOL DISTRICT (SMUSD)
AND SAN MARINO TEACHER ASSOCIATION (SMTA)**

Distance Learning During the COVID-19 Pandemic

August 7, 2020

The San Marino Unified School District and the San Marino Teachers Association enter into this Memorandum of Understanding ("MOU") regarding the virtual reopening of schools during the COVID-19 pandemic.

The District and the Association agree to the following:

- 1) This MOU is an addendum to the current collective bargaining agreement and addresses the matter of safety and staff working conditions, leaves of absences, the "virtual academy" instructional schedule for the District during the 2020-2021 school year, professional expectations, as well as expectations of students while distance learning, and evaluations. The parties acknowledge that more issues, known and unknown at this time, remain to be addressed regarding the safety of staff and students as schools reopen. The District will continue to consider the guidance of the California Department of Education and the Los Angeles County Health Department and other governmental entities related to pandemic health and safety matters.

Safety/Staff Working Conditions

2) Adherence to Health Orders/Guidelines:

The District shall adhere to the COVID-19 guidelines issued by the Los Angeles County Department of Public Health (LADPH) and applicable State of California requirements for school districts in LA County. The District will provide training for its employees on public health measures, hygiene, and sanitation to help prevent the spread of COVID-19. SMTA will cooperate with the District in any necessary public health actions. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines. See attached, current (subject to change) LADPH safety protocols (Appendix A).

3) Campus Access:

Under the current distance learning model, bargaining unit members may work remotely or have access to their classroom/office worksite during regular school hours as they deem necessary. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health orders. While on district premises, bargaining unit members shall maintain six feet of physical distance between themselves and other individuals and be required to wear a face mask, except when working independently in their classroom/office. Additional persons may not accompany the unit member to the work site during the professional workday.

4) Personal Protective Equipment:

Personal Protective Equipment (PPE), including gloves, masks, and shields, which comply with State and County Department of Public Health guidance and/or recommendations, will be provided to employees as necessary. In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District. Upon request, teachers may be supplied additional protections.

5) Hygiene & Health Promotion:

- a) All bargaining unit members shall self-screen for COVID-19 symptoms and report any positive findings to their site principal and District Nurse immediately.
- b) Upon entering campus from a single common entrance, as determined by the District, all staff, students, and visitors shall go through a temperature screening with a no-touch thermal scan thermometer. Students, staff, and visitors may have their temperature taken more than once during a school/work day.
- c) All bargaining unit members shall wash and/or sanitize hands upon entering the workplace and periodically wash and/or sanitize hands throughout their workday. The District shall provide hand sanitizer, hand washing stations, and soap for restrooms/classrooms/workspace in designated locations throughout the campus to allow for appropriate personal hygiene for students and staff members.

6) Health Screening, Testing, Notification, and Contact Tracing:

- a) The District shall ensure that all students, employees, and visitors are checked for symptoms daily prior to entering school, including, but not limited to, temperature checks via no-touch thermometers. Visitors with any symptom consistent with COVID-19 (as identified by the LADPH and applicable State of California requirements for school districts in LA County) shall be denied entry. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room/location on site pending travel home.
- b) Upon notification that an employee, student, or community members utilizing District facilities has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department officials. All persons who may have had contact with the infected individual shall be notified. The District shall notify the Association and the impacted unit members at the location(s) where the infected individual was present on the school premises during the suspected incubation and active infection period. Names of employees, students, or community members shall only be released to the Los Angeles County Department of Public Health or upon direction from the Los Angeles County Department of Public Health or other authorized agency.
- c) All bargaining unit members who have contracted COVID-19 or who have been exposed to a person with COVID-19 shall be provided the opportunity to access COVID testing. Testing shall be arranged to minimize delays, and results shall be delivered to each unit member promptly, with all relevant privacy rights preserved. All protocols agreed to or in place for follow up contact tracing/notification shall be applied to this testing as well. Periodic testing of school employees may be implemented when required by law.
- d) Unit members who are exposed to the coronavirus and are required to be quarantined or who self-quarantine shall be placed on paid leave, in accordance with HR 6201, the Families First Coronavirus Response Act (FFCRA), which shall not be deducted from the member's sick, personal, or extended illness leave. Additional leave may be accessed through the Collective Bargaining Agreement. Employees (or a member of their immediate family) will notify the Assistant Superintendent of Administrative Services (or their designee) immediately upon confirmation of such exposure.

7) Leaves of Absence

- a) HR 620/Families First Coronavirus Response Act (or FFCRA) paid leave shall be available to employees who present written confirmation of COVID-19-related testing, treatment, or illness before they will be required to use accrued sick leave or other available leaves. Currently, this leave is available through December 31, 2020. (Appendix B)
<https://www.dol.gov/agencies/whd/pandemic/ffcra-employer-paid-leave>
- b) The District will not provide free childcare for bargaining unit members; however, employees may have the opportunity to enroll their children in the Right At School program during distance and/or hybrid learning at a reduced rate.
- c) The District shall make reasonable efforts to accommodate written requests by employees who are parents/guardians to deal with childcare or school emergencies caused by the spread of COVID-19 consistent with Labor Code § 230.8.

Calendar

- 8) The District and the Association agree to schedule three "Back To School" days in lieu of any minimum days typically held at the start of the school year to provide teachers, students, and families with orientation experiences. Specific site schedules will be provided by Site Principals. These shall continue to be full workdays for bargaining unit members, consistent with past practice.

Workday/Instructional Schedules

- 9) The District and the Association agree on the mutually developed attached school schedules related to COVID-19 distance learning. (Appendix C.) The following definitions should help define teaching and learning in the distance learning paradigm:
 - a) Per Education Code Section 43500(a), **distance learning** means instruction in which the pupil and instructor are in different locations. "Best practice" for distance learning uses multiple modalities (e.g. live streaming, break out room activities, recorded content, small group activities, project based learning, game based learning, use of digital apps, Socratic seminar, etc.) to present information to meet the needs of diverse learners.
 - b) **Live/synchronous instruction** occurs when the teacher and student are both present in real time. Like in a traditional, in-person classroom, effective live/synchronous instruction considers student age/grade, developmental needs, and content area and is responsive to unique individual needs as well as group dynamics. It commonly includes the various stages of instruction including direct instruction, guided practice, monitoring of independent practice, and using formal and informal assessment to check for understanding.
 - c) **Asynchronous instruction** describes interactions between a teacher and student that do not occur in the same place or at the same time. Examples of asynchronous learning assignments include, but are not limited to: pre-recorded lessons, discussion boards, group projects, collaborative documents, and the continuation/completion of an assignment began during synchronous time. Time spent on asynchronous learning assignments can qualify as "daily instructional minutes" under SB 98. **Homework** is assigned to reinforce or extend the concepts or skills taught within the context of a class, but is expected to be completed outside of the school day and, therefore, does not qualify as daily instructional minutes.
 - d) The purpose of **office hours** is to provide teachers a designated flexible time to self-direct his or her remote interactions with students. Students can meet with teachers by appointment as needed. Like in a traditional, in-person classroom, teachers have the professional discretion to prioritize student needs.

10) In order for the District to provide a high quality distance learning experience to students, these requirements will be followed by teachers:

a) The PK - 5 bargaining unit member contractual day shall be from 8:30 a.m. until 2:30 p.m.

The PK - 5 classroom teachers shall:

- Provide 180 minutes of live instruction and interaction daily;
- Provide 60 minutes of office hours daily;
- Have a 30 minute break and a 30 minute lunch period daily;
- Have a preparation/conference period of 60 minutes 4 times per week;
- Participate in one district-driven professional development or faculty/leadership meeting 1 time per week.

b) The 6 - 12 bargaining unit member contractual day shall be from 8:00 a.m until 2:30 p.m.

The 6 - 12 classroom teachers shall:

- Provide 250 minutes of live instruction, Monday through Thursday, and 85 minutes on Friday.
- Provide 60 minutes of office hours weekly.
- Have a 10 minute break and a 35 minute lunch period, Monday through Thursday and a 13 minute break on and 38 minute lunch on Friday;
- Have a preparation/conference period of 50 minutes 4 times per week;
- Participate in 145 minutes of teacher-driven professional development, IEPs/504s, or grade-alike or content-alike collaboration;
- Participate in one district-driven professional development or faculty/leadership meeting 1 time per week.

c) The non-classroom based bargaining unit members' contractual day shall be from 8:00 a.m. until 2:30 p.m. and are expected to maintain their current job descriptions utilizing remote technology to complete their professional duties.

d) If a unit member finds it ineffective to complete their professional duties using remote technology, as agreed upon by the Superintendent or the Superintendent's Designee, he or she may volunteer to complete his or her duties in-person only with full personal protective equipment (PPE) and physical distancing requirements - per state and county health orders. Any in-person interactions with students require express permission of the Superintendent or the Superintendent's Designee and must occur in a predesignated setting.

Professional Expectations

11) Teachers will:

- Take attendance and monitor student participation daily/each period.
- Use Schoology and other district-approved platforms to post assignments and monitor student engagement.
- Provide regular, meaningful feedback to support student progress and growth.
- Adhere to the existing District homework policies to support student learning progress.
- Respond to communication from students and parents within 24 hours to support home school connection.

Student Expectations

In order for the District to provide a high quality distance learning experience to students, these expectations will be maintained by all stakeholders:

12) Students will:

- Attend class.
- Actively participate with teachers and peers.
- Complete assignments to the best of his or her ability.
- Ask teachers for assistance or clarification as needed.
- **Secondary students will check their email at least twice per day.**
- Adhere to all District policies, California Education Codes, and Penal Codes regarding the acceptable use of technology. (Appendix D - Technology Expectations for Distance Learning)

Evaluation

13) The District will postpone all formal evaluations for unit members for the 2020-2021 school year, with the exception of unit members on assistance plans, probationary employees, and temporary employees. Notwithstanding, the District highly values the evaluation process and will conduct informal observations and provide informal feedback to unit members, and unit members should develop informal goals for the 2020-2021 school year. Additionally, the District retains the rights to engage in walk through/drop in visits of virtual classrooms and virtual meetings in the remote learning environment.

14) Requiring Individuals to Provide Distance Teaching from School Site:

In consultation with SMTA, the District reserves the right to require a unit member to teach from their respective school site if, after providing substantial support and guidance, the unit member is not carrying out expected instructional duties remotely at the level of quality expected under the District's Learning Continuity and Attendance Plan (LCAP). When feasible, the District will provide a plan of assistance to unit member as a part of the support and guidance described herein.

Pay/Benefits

15) While performing work under the distance learning model, unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed per District specifications, unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement.

In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts and effects. The parties understand the COVID-19 pandemic is an extremely fluid situation and mutually agree to review the provisions of the MOU as necessary.


Linda de la Torre
Lead Negotiator, SMUSD

8/7/20
Date


Jessica Bulgin
Lead Negotiator, SMTA

8/7/20
Date